



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, August 22, 2024 – 6:30 p.m.

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

1. Opening Ceremonies (Councilmember Laursen)
2. Call to Order and Roll Call (Chair)
3. Approval of the August 1, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)

5. **Report:** Morgan Farm Cache County Fair Report
6. **Report:** Nibley Children's Theater Report of Heritage Days Production
7. **Discussion:** Millville City discussion of 3200 South Extension
8. **Discussion & Consideration:** Resolution 24-16 – Creation of the Nibley Morgan Farm 501(c)(3) (Second Reading)
9. **Discussion and Consideration:** Ordinance 24-08 – Amending 19.12.040 Mixed Residential Zone R-M, Including Adjustments to Maximum Density, Required Open Space and Adding Parcel 03-227-0003, Located at 1301 W 2600 S to the R-M Application Map (First Reading)
10. **Discussion and Consideration:** Ordinance 24-09 – Rezone Parcel 03-227-0003, Located at 1301 W 2600 S, from Residential (R-2) to Mixed Residential (R-M) (First Reading)
11. **Discussion and Consideration:** Ordinance 24-10 – Development Agreement with Stokes Nature Center for the Construction of an Outdoor Learning Space and Nature Park on Parcel 03-004-0011, Located at 99 W 2600 S, Setting Forth Conditions and Standards for its Construction, Including Exceptions to Requirements for the Inclusion of Public Trails and the Dedication of Water Shares or Rights (First Reading)
12. **Discussion & Consideration:** Resolution 24-19 – Request for a Waiver of Various Fees - Stokes Nature Center (First Reading)
13. **Discussion & Consideration:** Resolution 24-18 – A Resolution Indicating the Intent to Adjust the Municipal Boundary Between the City of Logan and Nibley City (Second Reading)
14. **Council and Staff Report**

Adjourn

Nibley City's next scheduled Council meeting will be on Thursday, September 12, 2024, at 6:30 p.m.

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 #5

Description	Report: Morgan Farm Cache County Fair Report
Presenter	Roxie Christensen, Morgan Farm Manager
Recommendation	
Reviewed By	

Background:

A number of Nibley City youth had 4-H projects that culminated at the Cache County Fair. Some of the youth, have requested to come and share with the Council their experience both in preparing for the fair at the Morgan Farm, and at the Cache County Fair.

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Agenda Item #6

Description	Report: Nibley Children's Theater Report of Production During Nibley City Heritage Days
Presenter	Emily Rigby, Nibley Children's Theater Director
Planning Commission Recommendation	NA
Staff Recommendation	
Reviewed By	

Background

From Emily Rigby:

The Story Tellers starred 235 Nibley children, with a production crew of 119 adult volunteers and 15 youth volunteers.

Our mission is to serve the children, teens, and adults of Nibley by joining both performers and volunteers in a community theatrical project that: (1) Introduces them to the joys of performance; (2) Helps them realize their creative potential; (3) Unites them in neighborliness and friendship; and (4) Builds their confidence and empathy; and (5) Fosters the self-esteem and good citizenship of Nibley's young citizens.

We felt that we accomplished every one of those goals in our play this year. Considering the expense of lessons in drama, music, and dance, the annual NCT production may be the only chance a Nibley child has to participate in the performing arts all year. Kids just keep returning to the NCT to experience the fun and confidence working in the play as a performer, stage crew member, or youth volunteer gives them.

Thank you so much for your support of the arts. Funding for the arts makes our play and our community a great place to be!

I am also including the program and the report Bonnie sends to our other sponsors.

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FY24 Arts & Museums Project Grant Final Report

Applicant	Bonnie Schenk-Darrington
Applicant ID	APP-024886
Company Name	Nibley Children's Theatre
Recipient Address	Nibley Children's Theatre 512 W 3200 S Nibley, UT 84321
Phone	(435) 787-1170
Email	bschenkdarr@gmail.com
Funding Requested	\$1,000.00
Award Amount	\$1,000.00
Status	Submitted
Funded?	<input type="checkbox"/>

Application Title: Nibley Children's Theatre Presents "The Storyteller."
Description:
We produce one play each year starring Nibley children ages 5-17. We include everyone who wants to participate at no charge. In 2022 (the most recent year we have data for), 190 children and teens performed in our play. All our production crew (109 adults and 21 youths in 2022) are unpaid volunteers. We give 2 performances (free and open to the public) during Nibley Heritage Days, our town festival. In 2024, we will be performing "The Storyteller," an original musical play by Lori Hopkin.

Final Report

Please note:

Some questions will ask for artists involved or other statistics that may not apply to your project. If this is the case, please respond with "NA" or "0" for any questions you feel do not apply. If you have questions about anything please contact our grants team at uamgrants@utah.gov. If there is a small question mark, this is help text. Hover over it rather than clicking on it.

Question: Project Title

Nibley Children's Theatre Presents: The Story Tellers, A Turn-of-the-Century Musical

Question: Tell us why it was important to provide this project or event to your community?

Please also share any feedback or anecdotes you received from the community. We hope your answer will be brief and compelling so that we can learn from your experiences.

Our impacts are generally felt most by the children, 235 total this year. They receive a fun summer activity, a chance to perform, improve their confidence, and build their resumes for scholarships and jobs. Our teens use their experience with NCT on Sterling Scholar, job, and scholarship applications. Also, many families and children who are not in the actual performance come to watch their friends and neighbors perform. Our performances are free of charge to attend. Our other impacts are felt by working families. Nibley was, until recently, home to two Title I elementary schools. In 2023, the poverty rate was 5.6%, per <https://www.census.gov/quickfacts/fact/table/nibleycityutah,UT/PST045221>.

Your grant helps us keep this activity free and available to every child who wants to participate, in spite of the economic disadvantages they may be facing. We estimate that we reached 5,619 citizens, or 67.9 percent of Nibley's population, with this activity.

Question: List any partner organizations involved in the project/event.

Nibley City Corp.
Cache County RAPZ Tax
Rocky Mountain Power Foundation
Nibley Stake of the Church of Jesus Christ of Latter-day Saints
Ridgeline High School Theatre
Smithfield Youth Theatre
South Valley Rental
Macey's supermarket

Question: Total number of participants/attendees for your project or event.

5,619

Question: Please upload 1-3 photos that showcase your project. Photos should be hi-resolution (maximum of 300 DPI). Do not submit a word document or PDF with several photos on one sheet. Any photos shared may be used by UA&M in future communications.

[reduced size 2024_06_20_bullfrogs croaking at night on the farm.jpg](#) (8/5/2024 8:04 PM)

[reduced size 2024_06_20_a cache valley blizzard!.jpg](#) (8/5/2024 8:03 PM)

[reduced size 2024_06_21_final curtain and song.jpg](#) (8/5/2024 8:02 PM)

Question: If you want to upload any other types of documentation (printed collateral, etc.) you may do so here. Please upload these files as PDFs. No more than 2 uploads.

[NCT stats for 2024 no photos.pdf](#) (8/5/2024 8:05 PM)

[2024_nct program the storytellers 02.pdf](#) (8/5/2024 8:04 PM)

Question: Project Discipline (choose the one item that best describes the discipline with which funded activities are involved. If funded activities are of a technical assistance or service nature, select the arts discipline that will benefit from the award)

01 Dance

- 02 Music
- 03 Opera/Music Theatre
- 04 Theatre
- 4F Storytelling
- 05 Visual Arts
- 06 Design Arts
- 07 Crafts
- 08 Photography
- 09 Media Arts
- 10 Literature
- 11 Interdisciplinary
- 12 Folklife/Traditional Arts
- 13 Humanities
- 14 Multidisciplinary
- 15 Non-arts/Non-humanities - none of the above

Question: Type of Activity (choose the one item that best describes the funded activity.)

- 05 Concert/Performance
- 06 Exhibition
- 08 Fair/Festival
- 11 General Operating Support
- 12 Art Instruction
- 13 Marketing
- 14 Professional Administrative Support
- 15 Professional Artistic Support
- 17 Publication

- 19 Research/Planning
- 20 School Residency
- 21 Other Residency
- 22 Seminar/Conference
- 25 Apprenticeship
- 26 Regranting
- 29 Professional Development/Training
- 37 Public Art
- Other, not listed above

Question: Number of adults engaged in the arts through "In-Person" arts experiences.

1619.00

Question: Estimated number of people engaged in online participation.

Not applicable. We had no online activities this year.

Question: Number of youth (under 18) engaged in the arts through "In-Person" arts experiences.

4000.00

Question: Artists directly involved (The total number of artists involved in your programs throughout the grant period.)

31.00

Question: Arts Education (choose the one item which best describes the funded activities.)

- 01 - 50% or more of activities are arts education
- 02 - Fewer than 50% of activities are arts education

Question: Population benefited by race/ethnicity (select all categories that made up 25% or more of the population that directly benefited, excluding broadcasts or online programming.)

- N-American Indian/Alaska Native
- A-Asian

- B-Black/African American
- H-Hispanic/Latino
- P-Native Hawaiian/Pacific Islander individuals
- W-White individuals
- G-No group made up more than 25% of the population directly benefited

Question: Population benefited by age (select all categories that made up 25% or more of the population that directly benefited, excluding broadcasts or online programming.)

- 01 Children/Youth (0-18 years)
- 02 Young Adults (19-24 years)
- 03 Adults (25-64 years)
- 04 Older Adults (65+ years)
- 09 No single Group made up more than 25% of the population directly benefited.

Question: Population benefited by distinct groups (select all categories that made up 25% or more of the population that directly benefited, excluding broadcasts or online programming.)

- D- Individuals with Disabilities
- I- Individuals in Institutions
- P- Individuals below Poverty Line
- E- Individuals with Limited English Proficiency
- M- Military Veterans/Active Duty Personnel
- Y- Youth at Risk
- G- No single distinct group made up more than 25% of the population directly benefited

Question: National Endowment for the Arts primary strategic outcome (choose one item that best describes the PRIMARY strategic outcome associated with the award.)

- A- Creation: The Portfolio of American Art is Expanded
- B- Engagement: Americans Throughout the Nation Experience Art
- C- Learning: Americans of All Ages Acquire Knowledge of Skills in the Arts

D- Livability: American Communities are Strengthened Through the Arts

E- Understanding: Public knowledge & understanding about the contributions of the arts are enhanced.

Question: Grant amount spent (total amount you spent of the grant award).

\$1,000.00

Question: Actual total cash income (the actual total of all cash income for the project, including grant amount awarded for the FY24 grant period).

\$9,500.00

Question: Actual total cash expenses (the actual total of all cash payments for the project, including grant amount awarded for the FY24 grant period).

\$9,246.66

Question: Actual total in-kind contributions (the actual total value of services, products, or volunteer hours identified within the grant that was provided to the organization/project by outside parties at no cash cost to the organization.)

\$52,629.01

Question: Please tell us how the grant money was used for your project.

Supplies to make costumes and set pieces.

Question: Please upload the project budget form submitted with the original grant and have the final column updated with actuals. The budget should show how UA&M grant funds were used between July 1, 2023-June 30, 2024 our fiscal year period FY24).

[Post-Production NCT FY24-Arts-Museums-Project-Budget.xlsx](#) (8/5/2024 8:10 PM)

Question: Upload a copy of your letters of appreciation to your local legislators. Find your legislators here: <https://le.utah.gov/GIS/findDistrict.jsp>

[2024 UA&M state legislator letters.docx](#) (8/5/2024 8:11 PM)

Project Activity Location

Project Activity Location Instructions

- **We are asking ALL organizations to include their Project Activity Locations on the shared google sheet ([linked here](#)).** You will not enter any information into the final report form itself. Please enter the "Project Activity Location" for all locations where you provided programming or outreach related to this grant between July 1, 2023-June 30, 2024.

We are looking for distinct locations and number of days only, not a listing of events at each location. For example, if you are a theater company that presented several productions this past year at one address you should have one entry with the total number of days for all productions. Number of days equals the total number of days you operated, provided a program, or outreach activity at a specific location.

Most organizations will have a primary location, for example: office space/building, school auditorium, or community concert hall, where they operate for the majority of the year (this could be 365). Some organizations provide additional services at other locations, and we need to have these locations included as well. For example, if you are a theater company that provided outreach at three schools last year, you would have four entries: your main office location, and one each for each of the schools. We will need information on all of these activity locations.

If you have any questions, please contact our grants team at uamgrants@utah.gov.

Question: I acknowledge that I have provided ALL activity locations in the linked google sheet.

Yes

No

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**455 West 3200 South
Nibley, Utah 84321**

Emily Rigby, Production Manager and Composer
Lori Hopkin, Co-director and Playwright
Bonnie Schenk-Darrington, Grant Writer
Christy Johnson, Artistic Director and Stage Manager
Marianne Hale, Office Manager and Volunteer Organizer
Heather Holmes, Music Director
Shelbie Gage, Choreographer

Utah State Representative Casey Snider
District 5
PO Box 450
Paradise, UT 84328
435.770.4081

August 5, 2024

Dear Rep. Snider,

I am writing to thank you for your support of the arts in Utah and of the Utah Department of Arts and Museums, on behalf of the citizens of Nibley. The Nibley Children's Theatre celebrated its 41st season this year. Our production of *The Story Tellers* starred 235 Nibley children, with a production crew of 119 adult volunteers and 15 youth volunteers. Funding from the Utah Department of Arts and Museums has always been crucial to our success.

Nibley Children's Theatre is a labor of love. Our organization is staffed entirely by unpaid teen and adult volunteers, and our yearly budget is under \$10,000. Our mission is to serve the children, teens, and adults of Nibley by joining both performers and volunteers in a community theatrical project that: (1) Introduces them to the joys of performance; (2) Helps them realize their creative potential; (3) Unites them in neighborliness and friendship; and (4) Builds their confidence and empathy; and (5) Fosters the self-esteem and good citizenship of Nibley's young citizens.

We felt that we accomplished every one of those goals in our play this year. Nibley is Cache County's fastest-growing town, and until recently was the home to two Title I elementary schools. Considering the expense of lessons in drama, music, and dance, the annual NCT production may be the only chance a Nibley child has to participate in the performing arts all year. Kids just keep returning to the NCT to experience the fun and confidence working in the play as a performer, stage crew member, or youth volunteer gives them.

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Yours Sincerely,

Bonnie Schenk-Darrington
Grant Writer, Nibley Children's Theatre





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Nibley, Utah 84321**

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Marianne Hale, Office Manager and Volunteer Organizer
Heather Holmes, Music Director
Shelbie Gage, Choreographer

Utah State Senator Scott D. Sandall
District 17
635 N. Hillcrest Circle
Tremonton, UT 84337
435.279.7551

August 5, 2024

Dear Sen. Sandall,

I am writing to thank you for your support of the arts in Utah and of the Utah Department of Arts and Museums, on behalf of the citizens of Nibley. The Nibley Children's Theatre celebrated its 41st season this year. Our production of *The Story Tellers* starred 235 Nibley children, with a production crew of 119 adult volunteers and 15 youth volunteers. Funding from the Utah Department of Arts and Museums has always been crucial to our success.

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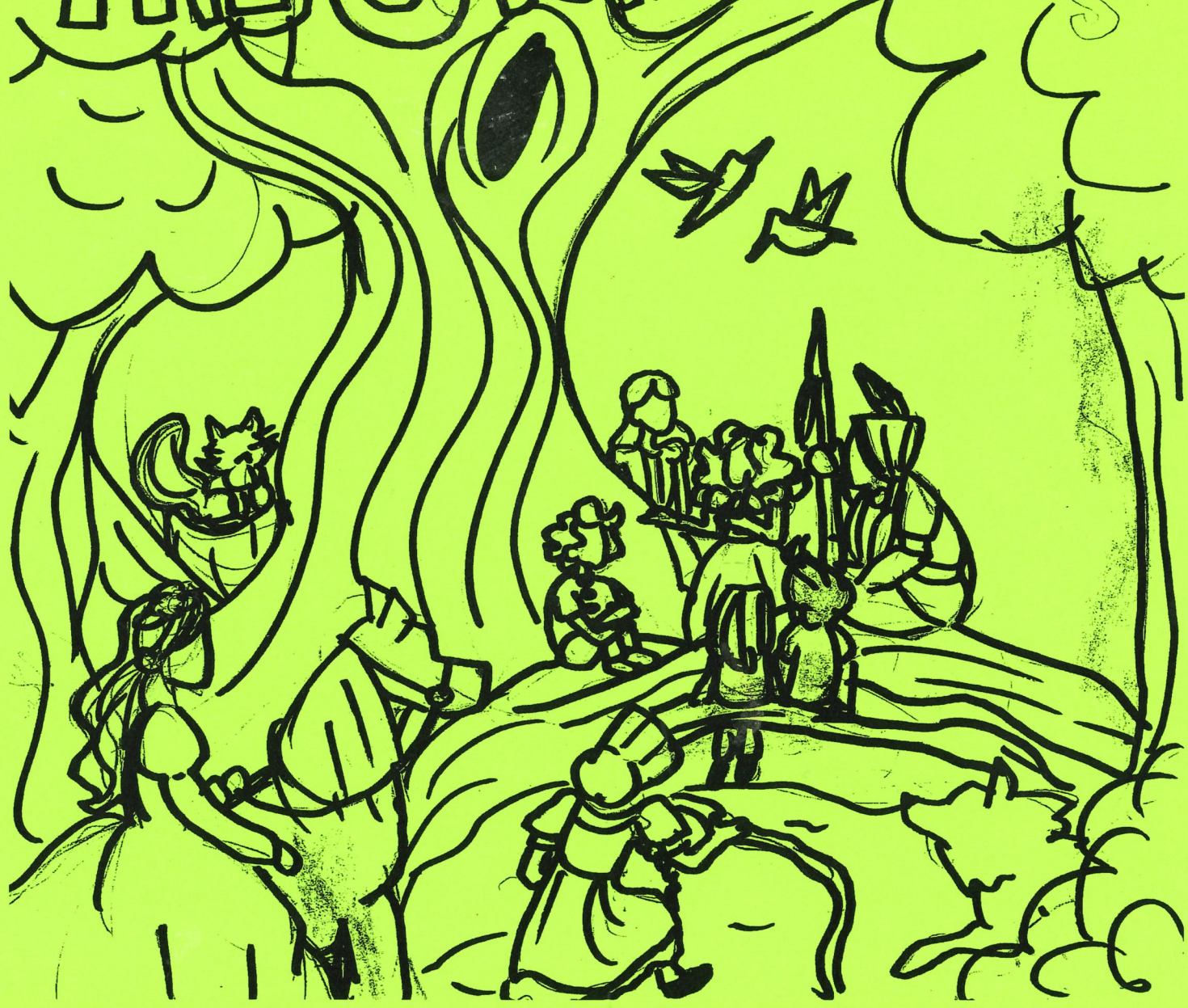
Yours Sincerely,

Bonnie Schenk-Darrington
Grant Writer, Nibley Children's Theatre



Nibley Children's Theatre
Presents:
2024 2024

THE STORYTELLERS



The Story Tellers

JUNE 20-21, 2024-NIBLEY, UTAH



The Story Tellers



An original turn-of-the-century musical
based on the book *The Story Girl* by Lucy Maud Montgomery
Written by Lori Hopkin

The Story Tellers is a play about two girls who love to tell stories. As our narrator reminisces on a simpler, happy time from his past, we get to see his memories come to life. They are everyday stories about the lives of people they know, have read about or have heard from others. As they weave their way through some of the history of this valley and other times and places, we also get to meet a time traveler who comes from the future where the art of storytelling has been forgotten. While she watches, she finds the treasures that lie within the stories.

In between all of this, we have our wonderful groups singing and dancing as everything from snowflakes and cats to bullfrogs and wolves. Along with our hummingbirds and school girls, they bring the magic of the stories to life while they sing and dance. Our trappers, Vikings, Shoshone and townspeople relive the history of our valley and faraway lands.

We are so glad that everyone could come to join us in this beautiful valley as we relive some of our wonderful history and bring some imagination to life.

Directors Note:

We would really like to thank everyone who has helped make our show this year possible. Nibley City and our other sponsors, we could never do this without your help. All of our volunteers, we are so grateful for every hour you spend making this show possible each year, it is truly amazing to see our community come together and work so hard, and many with very little acknowledgement. We truly live in a great city.

This play was inspired by the book *The Story Girl* by Lucy Maud Montgomery; who is better known for *Anne of Green Gables*. I love books and stories. Some of my fondest memories are of telling stories- from around campfires surrounded by trees to my cozy living room. I wanted to bring that to life and thanks to all the hard work from everyone, I have loved watching that happen.

Lori Hopkin

Directors Note:

This valley, has a rich and yet sometimes muddy history, Especially between the settlers and the Shoshone, the indigenous people who originally lived here and cared for this land.

In an effort to respectfully recognize all people who were living here in the early 1900s, we have included both Settlers and Shoshone. We would like to thank the Northwestern Band of the Shoshone Nation as well as Paula Watkins, for helping us in our efforts to write these parts of the script and music. We have spent much time consulting with, learning from, and finding ways to respectfully represent the Shoshone. Please join us in opening your heart and mind to all of the rich and varied cultures that make up the history of our beautiful valley.

Emily Rigby

MAIN CAST

Florence (Story Teller) | Emily Bear
Francis (Story Teller) | Emmalyn Hopkin
Narrator Mathew | Isaiah Myer
Time Traveler Tennant | Hayden Deininger
Meg Rowen | Katey Hale
Boy Mathew | Sheldon Watkins
Willa | Lauren Christensen
Theodore | Kyler Clark
Rose | Lilly Spaulding
Mary | Kelsey Rigby
Luke | Duke Casper
Grace Ann | Pearl Rolf
Uncle Leo & Lewis & John | Evan Wood

Aunt Esther | Rebecca Harper
Aunt Alice | Esther Fjeldsted
Aunt Victoria | Rosalind Hale
Teacher Jane | Mariah Radmall
Julie (Family ghost) | Brielle Sutherland
Dr. Ben | Joel Ashton
Mr. James | Garrett Hale
Nancy | Bella Orth
Betty | Kara Cureton
David | Sheldon Watkins
Mrs. James | Rosalind Hale
Viking Shieldmaiden | Bella Orth
Shoshone Girl Stone | Shasta Hendricks
Shoshone Girl Water | Kara Cureton
Shoshone Girl Flower | Kate Ardern
Shoshone Girl Wind | Jenny Saunders
Shoshone Girl Fire | Ivy Fenton
Shoshone Girl Earth | Jasmine Sorenson

Choreographer:
Shelbie Gage

Stage Crew:
Henry Arnold
Will Cureton

Group Leaders:
Emily Rigby
Lori Hopkin

Zachary Findlay
Dylan Searle
Alyssa Payne
Ian Erickson



Townspople
Chili Palmer
Mariah Radmall
Brielle Sutherland
Joel Ashton
Garrett Hale
Andrew French
Brielle Lovell
Shasta Hendricks
Kara Cureton
Kate Ardern
Jenny Saunders
Ivy Fenton
Jasmine Sorenson
Maylee Mathis



IN THIS VALLEY

Did you ever see such an evening?
Did you ever see such a sky?
Have you ever seen the mountains so grand?
Neither have I.

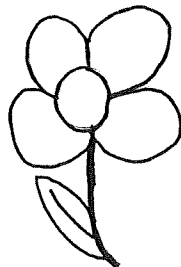
With family and friends gathered round
Bound by histories loving hand
Through generations stories intertwine.
In this valley
These valleys and ridges our ancestors roamed
Their stories echoed in stone.
In laughter and in song we say welcome to all.

Don't know how to explain it
Don't even think I'll try
But I could spend till my days end
Here with mountains standing high.

Come all now and join us
Leave all your troubles behind
Cause stories told bring our past to life
In this valley with the mountains standing by.

Don't know how to explain it
Don't even think I'll try
But I could spend till my days end
Here with mountains standing high.

Composed by Rowan Hunter, *Lyrics by Lori Hopkin*



STORY TELLERS ~ TOWNSPEOPLE ~ SHOSHONE

THE BAZAAR

Townspeople, Boy Mathew, Willa, Florence, Francis, Luke, Theo, Grace Ann, Mary, Rose, Aunties, Meg Rowan, Teacher Jane, Time Traveler Tenent

Come one, come all! To our Bazaar
We think that you will never want to wander far from here
We have so many things to make your day so fun and bright!
We have fresh flow'rs to buy, ice cream and pie,
And don't forget the lemonade.
Oh won't you please, Oh pretty please
Help us to buy some books today!

Have you seen the magic picture show
Or had your fortune read by Madame Zeraphine,
And you will be impressed by the apple juggling
And don't forget to stop and hear one of the Storytellers tales!
Oh, we would like to tell you thanks
For helping buy some books today!

Adapted from Peacherine Rag (1901) by Scott Joplin Arranged for Muse Score by James Brigham. Arrangement and lyrics for NCT by Emily Rigby



STORY TELLERS

Through our stories you will see
an echo of the past
The lessons hid in tails we spin
Oh will they even last?

From ancient lands and fam'lies old
Life's mysteries are found.
Painting pictures, colors bold,
Truth and love in ev'ry sound.

We are dreamers
Weavers of time
With every tale
The magic unveiled
In our words you'll find your way
Through the past and into today

The Chicago Express (1905) By Percy Wenrich Arranged for Musescore by Enanthic. Arrangement and lyrics for NCT by Emily Rigby



LONG FOR A TRUE LOVE

Betty & John

Oh I've longed for a chance to have a man of my own,
a kind man who dreams like no other.
But here I still wait, for my love to come along,
while you bask in the glory of marriage.

Oh, you take the fair lad and I'll take the other,
and we'll never wander alone.
For me and my true love, we'll always happy be,
On the bonnie, bonnie banks of Loch Lomond.

The dream that I had to marry that lass
Has quickly faded before me
Will love come again? Will I always be alone?
Or does Fate have someone for me?

She took the fair one, will you take this other,
And we'll never wander alone
For me and my true love, we'll always happy be,
On the bonnie, bonnie banks of Loch Lomond

Adapted from Loch Lomond, a Scottish Traditional Song Arrangement and lyrics for NCT by Emily Rigby



THE NEW DAY

Shoshone Girls

Night is ending, Birds awake!
All their songs bring light.

Night is ending, Birds awake!
All their songs bring light.

Darkness softens in the glow,
darkness softens in the glow.

Early in the morning, New Earth!
Sounding all together

Early in the morning, New Earth!
Sounding all together

Look around and see a yellow strip of light,
Just showing o'r the mountain.

A song in the style of a Shoshone poetry song. Melody as transcribed by Emily Rigby from a recording by Paula Watkins of an original Shoshone melody called Dame Tsa Sogovende.



TRAPPERS

6th & 7th grade boys

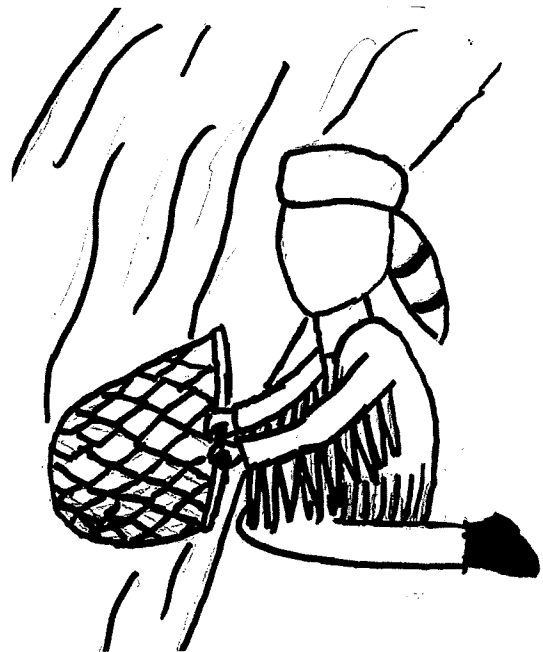
Adam Harper*
Ben Earl*
Isaac Jackson*
Jackson Butterfield*
Korbin Clark*
Michael Wells*
Parker Lovell*
Paul Rolf*
Peter Weston*
Peyton Womack*
Redd Ashton*
Ryan Beck*
Sawyer Yates*

Stratton Roholt*
Tyler Rigby*
Andy Orth
Ethan Burtenshaw
Gavin Radmall
Grant Thomsen
Jett Galvin
Nathan Bear
Ryker Lanier
Sean Staples
Shawn French
Westley Fairbanks
Wyatt Deninger

Harmonica Players: Tyler Rigby & Wyatt Deninger

Choreographer:
Shelbie Gage

Group Leaders:
Kiera Thomsen
Becky Staples
Amy Burtenshaw



TRAP IT!

Out in in the wild where the valleys stretch wide and the mountains are so tall
you'll meet us trappers brave and learn the trappers call.
All trappers bold, in the wild wild west, with hearts of steel,
Must know the trappers call, and use it well.
Trap that Bear, Trap it up a tree
Cause that bear's huntin' you and me
And you don't want to be its lunch!
Trap that mountain lion, take it to its grave
Cause that mountain lion, don't think you're brave.
Trap that bear, trap it in the woods.
'Cause that bear is a huntin' you!

Trap it! Adapted from Wild West (1908) By Percy Wenrich Arranged for Muscores by Enanthic, Arrangement and lyrics for NCT by Emily Rigby

*Speaking Role

SCHOOL GIRLS

6th & 7th grade girls

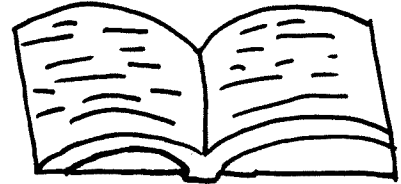
Adelaide Holmes*
Aleana Snelgrove*
Berkley Sutherland*
Chanel Ardern*
Cheryl Snyder*
Chloe Burtenshaw*
Claire Kikkert*
Ella Fenton*
Ella Neugebauer*
Ila Erickson*
Josslyn Laursen*
Kira Clark*
Maren Ashton*
Morgan Schirado*
Oakley Jensen*

Payzlee Johnson*
Sage Archibald*
Shelby Hendricks*
Trina Alder*
Addi Cornia
Alise Clark
Emily Jenkins
Emma Keller
Lily Rudd
Lindy Clark
Maddi Mathis
Marie Fjeldsted



Choreographer:
Emily Rigby

Group Leaders:
Cindy Alder
Jessica Ardern
Kiley Mathis



BOOKS!

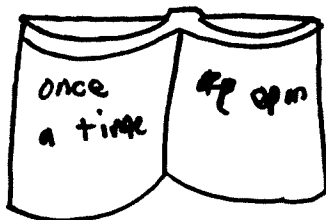
In this small classroom where dreams take flight
my students long to hear
the stories of peasants and plundering pirates
and heartache and love and tears.

Dear Teacher Jane, all we want from you
Are stories of days gone by
Our minds will soar high on the wings of prose
Our love of the world will grow.

But... we have no books, no books
In our tiny library
And we dream of more to read,
Lost in the pages, we're wild and free!
But, we have no books, no books,
For our bright young eager minds
With our voices raised in hopeful song,
Can we find a way to right this wrong?

Now we have new books, new books
In our tiny library
And we dream of more to read,
Lost in the pages, we're wild and free!
Yes, we have new books, new books,
For our bright young eager minds
With our voices raised in hopeful song,
We will fund our library!

Adapted from In My Merry Oldsmobile (1905) By Vincent Bryan and Gus Edwards Arranged for Muscores by Emily Christ, Arrangement and lyrics for NCT by Emily Rigby



*Speaking Role

HUMMINGBIRDS

4th & 5th grade girls



FOLLOW THE HUMMINGBIRDS

Never you fret or fear
Wipe away any tears
Hummingbirds with wings so bright.

Happiness we will bring
Good luck and comforting
Bringing joy in all we do.

So, look at the world you know
Such beauty that it will show
Wisdom you will surely find.

In our grace you'll see
Spirits and hearts are free
Follow where the hummingbirds lead.

Now listen close today
As we will try to relay
Words of wisdom meant for you

In moments where shadows loom,
Hope will pierce the gloom
Seek for light in every place.

Journey with hearts open wide
Find where your truth resides
Cherish love that comes your way

For in the journey of life
Through happiness and in strife
Follow where the hummingbirds lead

Adapted from *Dance of the Merry-Legs and Dance of the Wildflowers* By Earl La Farge Arranged for Muscore by Enanthic, Arrangement and Lyrics for NCT by Emily Rigby

Student Choreographers:

Emma Hopkin & Annie Holmes

Group Leaders:

Emilee Yates

Katie Clark

Katie Young

Sara Rudd

Soloists:

Alice Droge

Audrey Andelin

Hattie Walton

Lydia Peck

McKynzie Laursen

Abigail Butterfield*

Adaline Deininger*

Daphnie Neugebauer*

Elsie Kikkert*

Emi Irwin*

Emma Snow*

Felix Larsen*

Haddie Wilding*

Harper Day*

Kaezli Clark*

Myla Bales*

Ruth Fjeldsted*

Alice Droge*

Audrey Andelin*

Hattie Walton*

Lydia Peck*

McKynzie Laursen*

Ava Yates

Cedar Werner

Charlotte Clark

Emma Rudd

Eve Fjeldsted

Evelyn Black

Hannah Holmes

Hazel Young

Jane Wells

Layla Burnham

Lexi Galvin

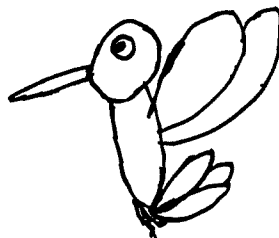
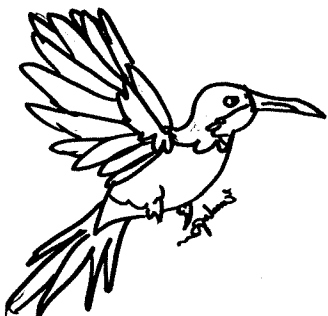
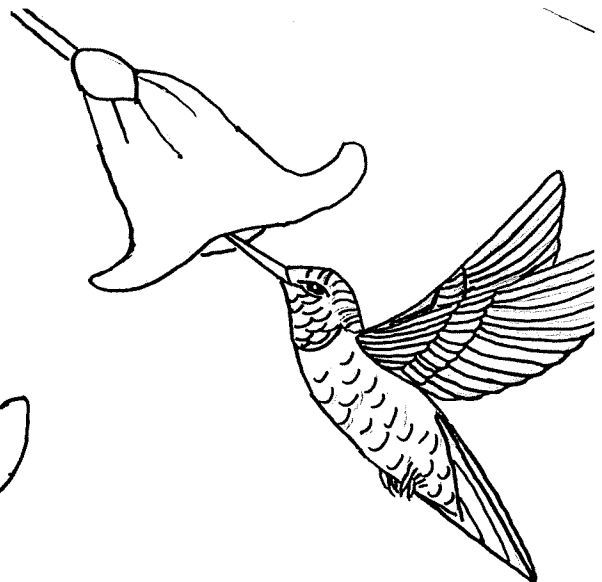
Lily Arnold

Lily Christensen

McKenna Everton

Nicole Rigby

Penelope Premer



*Speaking Role

VIKINGS

4th & 5th grade boys

Carson Fairbourn*
Cole Fairbourn*
Jarom Jackson*
Owen Roholt*
Tanner Burtenshaw*
 David Christensen
 Hayden Sharp

Loclan Campbell
 Logan Dupree
 Marty Palmer
 Reuben Lanier
 Tyson Staples
 William Beck



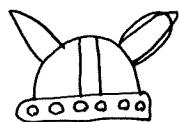
*Speaking Role

Student Drummer:
 Henry Arnold

Choreographer:
 Shelbie Gage

Student Group Leader:
 Bella Orth

Group Leaders:
 Kaylee Roholt
 Julie Christensen



FIGHT FOR FREEDOM

Fight for Country, Fight for Freedom
 Fight for Honor, Fight for Family
 With weapons sharp and shields held high
 We'll conquer the land beneath the sky.
 Fight for Honor!
 With honor true and hearts aflame
 We'll never yield, we'll win our claim!

Fight for Country, Fight for Freedom
 Fight for Honor, Fight for Family
 Through forests dark and dreary,
 We will stand for right!
 We'll march as one, together,
 Keeping glory in our sight.

Fight for Country, Fight for Freedom
 Fight for Honor. FIGHT!

Adapted from O Valhalla by Skald Patrick Prejean Arrangement and lyrics for NCT by Emily Rigby

WOLVES

2nd & 3rd grade boys

Aaron Beck
 Austin Wilkins
 Ben Wells
 Charlie Hale
 Chase French
 Darvil Peterson
 Elliott Snelgrove
 Harvey Sharp
 Henry Radmall
 Jack Burnham

Jacob Christensen
 Jonathan Geib
 Kamden Clark
 Knox Johnson
 Levi Beck
 Lincoln Droge
 Marcus Jackson
 Maxwell Hopkin
 Micah Campbell
 Owen Arnold
 Quentin Watkins
 Wyatt Irwin

Choreographer:
 Shelbie Gage

Group Leader:
 Eva Radmall
 Cecilia Campbell
 Ashley Wilkins
 Courtney Sharp



Cello Players: Asher Clark & Kira Clark

IN THE DARK

Two weary men, these travelers Lost!
 Beneath a sky dark and grey
 We lurk nearby with eyes burning bright,
 Await our prey this cold winters night.
 Awooooo, Awooo Awooooo

So heed this caution in the midst of the storm:
 The wolves of the forest,
 They mean you harm!
 Stay vigilant!
 Hold fast to your might!
 And you will come out alright, alright.

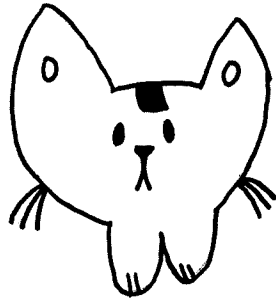
Adapted from a Nordic Lullaby, Vargsangen by Jonna Jinton Arrangement by Andreas Zubarán, for Musescor by Muinthestache, Arrangement and lyrics for NCT by Emily Rigby

FARM CATS

2nd & 3rd grade girls

Student Choreographer:
Shasta Hendricks

Group Leaders:
Stephanie Archibald
Mindy Bywater
Nikki Snyder
Emili Larsen



Adalyn Keller
Allison Peck
Annora Weston
Ashley Nelson
Autumn Jenkins
Bailey Butterfield
Camille Kenczka
Carolyn Snyder
Charlotte Topham
Chloe Montgomery
Clara Johnson
Darcy Price
Elise Ardern
Eliza Wells
Harper Larsen
Harper Mumford
Ivy Therman
Ivy Thomsen
Joanna Fjeldsted
Jocelynn Wahlstrom
Lilah Therman



Lindy Peterson
Lydia Smith
Maple Walton
Megan Holmes
Navy Dustin
Nona Bywater
Olivia Harper
Olivia Holmes
Phoebe Fenton
Reagan Reed
Rosabelle Palmer
Ruby Larsen
Shiloh Hendricks
Sonora Casper
Stevie Archibald
Sydney Deininger
Sydney Dupree



SUMMER DAYS

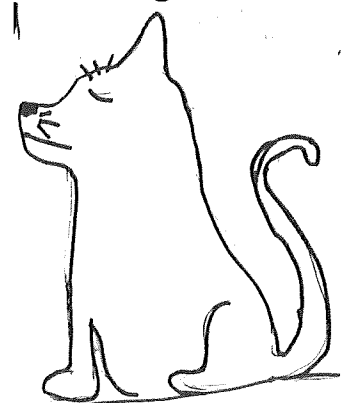
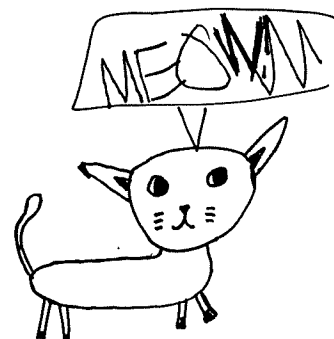
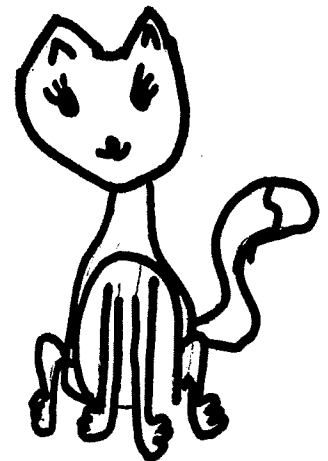
In our orchard meadow green
Where summer light does shine
We frolic, sing and play all day
There's nothing more divine

The golden apples hanging low,
A tempting sight to see
The blissful days of summer,
So wild and so free
The farm cats come to play
And laughter fills our day.

Meow meow meow meow meow
Dancing under the boughs
Whiskers all a twinkle
And tails held up proud
So come to our meadow
and you will surely say
Oh! It is O so Grand!
This summer day.

Meow meow meow meow meow
Dancing under the boughs
Whiskers all a twinkle
And tails held up proud
So come to our meadow
and you will surely say
Oh! It is O so grand!
These summer days!

Adapted from I've Got Rings on my Fingers (1909) by R. P. Weston & F. J. Barnes and Maurice Scott. Arranged for Museecore by Cwhysall, Arrangement and lyrics for NCT by Emily Rigby



BULLFROGS

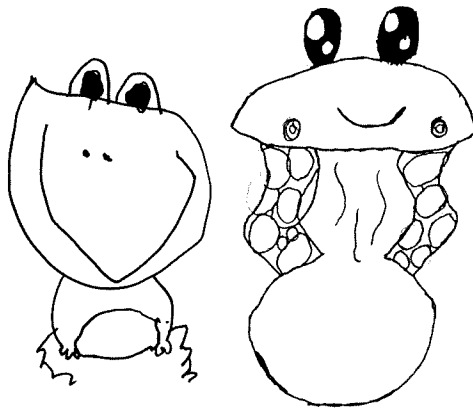
Kinders & 1st grade boys

Aaron Beck
 Abe Fjeldsted
 Bridger Holmstead
 Briggs Roholt
 Charlie Snyder
 Easton Staples
 Ethan Clark
 Hudson Peck
 James Arnold
 Kaleb Cook

Koda Peterson
 Mason Burtenshaw
 Mason Wilkins
 Max Neugebauer
 McKay Jackson
 Oliver Hatch
 Peter Geib
 Ryker Jensen
 Sawyer Munk
 Tyson French

Choreographer:
 Shelbie Gage

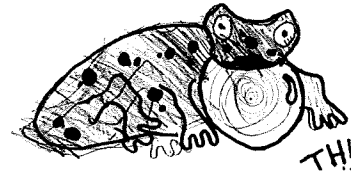
Group Leaders:
 Heidi Fjeldsted
 Nicole Holmstead
 Emily Jensen



NOT A CARE AT ALL

Oh sitting here as time goes by
 Not a care at all
 Just eatin' all the flies that we can
 We're never gonna leave this farmland
 You'll always hear our call
 Ribbit Ribbit Croak
 Ribbit Ribbit Croak
 Ribbit Ribbit Croak
 Ribbit Ribbit Ribbit Ribbit CROAK
 Just eatin' all the flies that we can
 We're never gonna leave this farmland
 You'll always hear our call
 CROAK

*Adapted from Swanee River Boogie by Albert Ammons.
 Simplified arrangement by Easy Scores. Arrangement
 and lyrics for NCT by Emily Rigby*



SNOWFLAKES

Kinders & 1st grade girls

Addie Rudd
 Addilyn Lovell
 Aliyah Christensen
 Callie Larsen
 Charlotte Snyder
 Chloe Gerber
 Evie Hatch
 Grace Fairbourn
 Gwen Kikkert
 Kassidy Campbell

Kelsie Holmes
 Kinley Mumford
 Melody Lanier
 Millie Galvin
 Rachel Black
 Rowan Reed
 Ruby Werner
 Saylor Johnson
 Thea Burnham

Student Choreographer:
 Kelsey Rigby
 Lilly Spaulding

Student Group Leader:
 Brielle Lovell
 Dessie Watkins

Group Leaders:
 Heidi Fjeldsted
 Nicole Holmstead
 Emily Jensen
 Loreena Cook



SO, SO MUCH SNOW!

Travelers dear, heed our warning call
 So, so much snow!
 So, so much snow!
 A blizzard is coming, the snow's about to fall.
 So, so much Snow! So much Snow!
 We dance in the wind, a delicate waltz
 Our message is urgent, do not think it's false!
 The storm gathers strength,
 It's a force to behold.
 So, so much Snow! So much snow!

*Adapted from Long Long Ago by Th.H. Bayly Arranged for
 Muscore by HTimeTey, Arrangement and lyrics for NCT by
 Emily Rigby*

PRODUCTION CREW AND VOLUNTEERS

Production Manager | Emily Rigby
Director | Emily Rigby
Director | Lori Hopkin
Grant Writer | Bonnie Schenk-Darrington
Playwright | Lori Hopkin
Music Composer | Emily Rigby
Artistic Director/ Stage Manager | Christy Johnson
Stage Manager | Marianne Hale
Choreographer | Shelbie Gage, Emily Rigby
Music Director | Heather Holmes
Practice Pianist | Danielle Palmer, Catherine Wells
Guest Bagpipe | Matthew Gilbert
Office Manager/Volunteer Organizer | Marianne Hale
Assistant Office Manager | Amy Wells
Social Media Specialist | Kim Kikkert
Public Relations | Johanne Thurman
Website Design/Maintenance | Emily Rigby
Sign Management | Amie Earl
Banner Creator | Danielle Palmer, Rebecca Butterfield
Stage Set Up and Take Down | Lydia Snow, Jessica Dustin, JD Keller, Shasty Womack
Daily Cleanup and Take Down | Shalise Rigby
Painter | Debbie Findlay, Rebekah Munk, Darci Johnson, Emily Sorenson, Jenni Lovell, Katie Black
Set Construction | Michaela Montgomery, Jessica Price, Cimaron Neugerbauer, Autumn Winwood
Craft Coordinator | Desta Watkins & Kristina Johnson
Crafters | Angela Saunders, Britnee Fenton, Amanda Clark, Renee Nelson, Sara Hendricks, Stephanie Archibald, Mindy Bywater, Michelle Premer, Eleny Topham, Jamie Werner, Amie Earl, Alora Burnham, Ashley Wilkins, Jamie Peck, Jennie Black, Wendy Droge, Jessie Hatch, Christine Snelgrove, Karen Wyatt, Willow Kohen, Jill Geib
Costume Manager | Michelle Arnold
Assistant Costume Manager | Linnae Harper, Becky Searle, Becky & Rissie Jenkins
Fabric Cutters | Natasha Weston, Sara Dupree, Steffanie Everton
Sewers | Brooke Keller, Brittney Irwin, Naomi Clark, Lisa Pugmire, Kristen Rolf, Jamie Larsen, Amy Christensen, Megan French, Marci Andelin, Calais Mumford, Chelsie Jackson, Britnee Fenton
Costume Maintenance | Heidi Erickson, Mariah Smith, Lynda Bear, Kim Cureton
Show Cleanup | Patty Holmes, Tammy Christensen
Pre Show Set Up | Ada Orth, Sarah Hancock, Daline Fairbanks
Traffic Director | Taylor Schirado

Sound Manager | Thayne Watkins
Sound Assistant | Cimaron Neugerbauer, Jenn Ashton, Nathan Laursen
Curtain Track Construction and Setup | Bryce Roholt, Nick Kenczka, Dave Sharp
Hair Designer | Jessetta Peterson
Hair Assistant | Sara Beck
Make-up Designer | Paola Deininger, Lena Bales
Certificate Design | JeAnna Casper
Poster Designer | Katie Wahlstrom
T-shirt Designer | Katie Wahlstrom
T-shirt Coordinator | Amanda Wilding
Videographer | Dave Sharp
Photographer | Bethany Reed
Program Creator | Misty Myer
Assistant Program Creator | Marla Wood
Lyrics Poster Maker | Shay Woodruff-Walton
Parade Coordinator | Kim Day

STUDENT PRODUCTION CREW

Student Choreographer | Kelsey Rigby, Lilly Spaulding, Emmalyn Hopkin, Annie Holmes, Shasta Hendricks
Student Music Director | Addie Casper
Student Sound Assistants | Ben Hopkin, Parker Irwin, Ty Alder
Student Stage Crew | Henry Arnold, Will Cureton, Zachary Findlay, Dylan Searle, Alyssa Payne, Ian Erickson
Student Group Leaders | Bella Orth, Brielle Lovell, Dessie Watkins
Student Crafter | Willow Kohen
Student Musicians | Asher Clark, Kira Clark, Tyler Rigby, Wyatt Deininger, Henry Arnold

MUSICAL NUMBERS

ACT 1

IN THIS VALLEY

Narrator, Townspeople, Shoshone Girls, Boy Mathew, Willa, Florence, Francis, Luke, Theo, Grace Ann, Mary, Rose, Aunties, Meg Rowan, Uncle Leo

NOT A CARE AT ALL

Bullfrogs

SUMMER DAYS

Farm Cats, Boy Mathew, Willa, Theo, Rose, Grace Ann, Mary, Francis and Florence

FIGHT FOR FREEDOM

Vikings

FOLLOW THE HUMMINGBIRDS

Hummingbirds & Time Traveler

THE NEW DAY

Shoshone Girls

ACT 2

BOOKS!

School Girls and Teacher Jane

SO, SO MUCH SNOW!

Snowflakes

IN THE DARK

Wolves and Time Traveler

THE BAZAAR

Townspeople, Boy Mathew, Willa, Florence, Francis, Luke, Theo, Grace Ann, Mary, Rose, Aunties, Meg Rowan, Teacher Jane, Time Traveler Tenent

LONG FOR A TRUE LOVE

Betty & John

TRAP IT!

Trappers

TAKE ME OUT TO THE BALLGAME

Narrator and StoryTeller group

Audience: Please join us on the 2nd verse

STORY TELLERS

StoryTellers

STORYTELLERS REPRISE

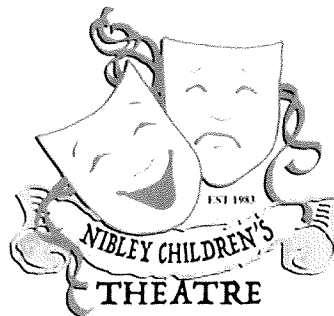
TT Tennent, Meg and Storytellers

IN THIS VALLEY Reprise

Entire Cast

A SPECIAL THANKS TO OUR SPONSORS

Thanks to the Smithfield Youth Theatre for the costumes and Ridgeline High School for the props.





The Story Tellers

Stats and Info for 2024



Florence and Francis tell their cousin Willa a story about the mountain men who rendezvoused in Cache Valley.

2024 Season Income

<i>Grantmaker / Source</i>	<i>Amount</i>	<i>Used For</i>
Nibley City	\$4,750.00	Office Supplies & Miscellaneous
Rocky Mountain Power Foundation	\$2,500.00	Costumes, Makeup, Set Pieces
Cache County RAPZ Tax	\$1,250.00	Technology, Sound Design
Utah Division of Arts & Museums	\$1,000.00	Props / Set Pieces
Total Income for 2024 Season	\$9,500.00	

2024 Season Expenses

<i>Item / Category</i>	<i>Amount</i>
Technology/Sound Design	\$2,567.25
Office Supplies and Food / Treats	\$1,422.83
Set Pieces / Props	\$2,409.49
Costumes	\$2,822.85
Marketing	\$24.24
Total Expenditures for 2024 Season**	\$9,246.66

2024 Season Volunteers

<i>Item/Category</i>	<i>Total Volunteers</i>	<i>Service Hours Donated</i>	<i>Monetary Value</i>
Professional Adult Volunteers	31	1,752.5	\$35,050.00
Nonprofessional Adult Volunteers	88	890.5	\$6,151.63
Youth Volunteers (Ages 12–17)	15	195.5	\$1,417.38
Total Volunteer, Volunteer Hours, and Monetary Value for 2024 Season	134	2,838.5	\$42,619.01

2024 Season In-Kind Donations

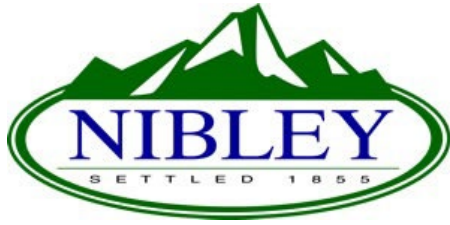
<i>Name of Person/ Company</i>	<i>Object/ Service Donated</i>	<i>Monetary value</i>
Nibley City	Amphitheatre and Building Usage	\$2,000.00
Nibley City	Costume and Set Piece Storage	\$2,200.00
Nibley City	Signage / Marketing / Printing	\$500.00
Nibley City	Labor (Setup, Teardown, Accounting)	\$3,000.00
Nibley LDS Stake	Loaned Set Pieces (Fences)	\$200.00
Ridgeline High School Theatre	Loaned Set Pieces (Trees, Flowers, Large Scenery)	\$800.00
Smithfield Youth Theatre	Loaned Costumes	\$600.00
South Valley Rental	Float Supplies	\$60.00
Macey's	Popsicles	\$100.00
Nibley Families	Large Box Polyfill Stuffing; Wood Scraps	\$150.00
Lori Hopkin	Loaned Props and Costumes	\$200.00
Shelbie Gage	Loaned Costumes	\$200.00
Total In-Kind Donations for 2024 Season		\$10,010.00

2024 Citizen Involvement

<i>Group</i>	<i>Number of People</i>
Youth Performers / Stage Crew	235
Youth Volunteers	15
Adult Volunteers	119
Audience (2 nights)	Est. 5,250
Total 2024 Citizen Involvement**	5,619

**The U.S. Census Quick Facts estimates Nibley's population in 2023 was 8,271. Per that figure, NCT's 2024 project reached 67.9% of Nibley's population. (See <https://www.census.gov/quickfacts/fact/table/nibleycityutah,UT/PST045221>.)

Our Sponsors



2024 Nibley Children's Theatre and Heritage Days in the News

“Longest Running Children’s Theatre in Utah Takes the Stage for Heritage Days” [video], by Cimaron Neugebauer. Posted on Cache Valley Daily, June 20, 2024.

https://www.cachevalleydaily.com/multimedia/longest-running-childrens-theatre-in-utah-takes-the-stage-for-heritage-days/video_93eb72c8-2f48-11ef-b3fb-2b3030f896a6.html

“Longest Running Children’s Theatre in Utah Takes the Stage for Heritage Days” [news article], by Cimaron Neugebauer. Posted on Cache Valley Daily, June 20, 2024.

https://www.cachevalleydaily.com/news/longest-running-childrens-theatre-in-utah-takes-the-stage-for-heritage-days/article_646d69fc-2e99-11ef-8ea4-0f7f33a017ec.html

“Nibley Children’s Theatre Practice 2024,” by Rock’n Loclan. YouTube video showing the kids practicing. <https://www.youtube.com/watch?v=1hhZYqf5fX4>

2023 Nibley Children's Theatre and Heritage Days in the News

“Cache Valley Arts and Cultural Organizations Receive Grants from Rocky Mountain Power,” by Eric Frandsen. Posted on Cache Valley Daily, March 24, 2023.

<https://www.cachevalleydaily.com/news/archive/2023/03/24/cache-valley-arts-and-cultural-organizations-receive-grants-from-rocky-mountain-power/>

“City-Sponsored Children’s Theatre Celebrates 40 Years in Nibley,” by Charlie Schill. Posted on Cache Valley Daily, May 31, 2023.

<https://www.cachevalleydaily.com/news/archive/2023/05/31/city-sponsored-childrens-theater-celebrates-40-years-in-nibley/>

“The Nibley City Children’s Theatre Summer Program 2023,” by Rich Bonaduce. Broadcast on the show “Good Day, Utah,” on Fox 13 Salt Lake City on June 14, 2023. Posted on Fox 13 Salt Lake City on June 15, 2023. <https://www.fox13now.com/entertainment/the-nibley-city-childrens-theatre-summer-program-2023>

Utah Division of Arts & Museums
Project Grant Budget

Organization:	<i>Nibley Children's Theatre</i>	
	Month and day your fiscal year ends:	30-Jun
	What is your annual total revenue? (including this project)	8,500
INCOME		
FY24 Projected Income for Project		
Earned Income		
Program/Project Service Revenue (admission, tuition, etc.)		\$0
Concession/Merchandise		\$0
Other		\$0
Public Support		
Utah Arts & Museums Project Grant Request		\$1,000
Federal		\$0
State (not including this grant request)		\$0
Local (Projected: Nibley City \$3,250; Cache County RAPZ \$1,250; Actual: Nibley City \$4,750; Cache County RAPZ \$1,250)		\$4,500
Other (please itemize)		\$0
		--
		--
Private Support		
Business/Corporate		\$0
Foundation		\$3,000
Individual		\$0
Fundraising Events		\$0
Applicant Cash*		\$0
Other (please itemize)		\$0
		--
		--

	--
	--
	--
TOTAL INCOME	\$8,500
EXPENSES	
FY24 Projected Expenses for Project	
Personnel Expenses (Salaries)	
Administrative Salaries	\$0
Consultant or Project Contract	\$0
Technical Contracts (as paid on 1099)	\$0
	--
Other Expenses	
Program expenses (production, exhibition, materials)	\$1,000
Royalties/licensing fees	\$0
Concessions/merchandise (cost of goods sold)	\$0
Advertising and promotion	\$150
Facility rental/mortgage	\$0
Facility operations and maintenance	\$0
Office expenses and supplies	--
Travel and lodging (include per diem)	--
Accounting & legal fees	--
Fundraising expenses	--
Insurance (non-employment related)	--
Grants & other amounts paid (re-granting)	--
Other (please itemize)	--
Costumes	\$2,200
Set pieces/props	\$2,500
Technology/sound/web hosting	\$2,500
Gas/travel	\$150
	--
TOTAL EXPENSES	\$8,500
In-kind (x number of hours @ \$/hour)	
In-kind services (explain justification if needed)	\$33,000

In-kind goods		\$5,250
TOTAL IN-KIND		\$38,250

Budget Justification Narrative (Required)

failure to complete this narrative section will negatively affect your application score

Post-production Budget Justification Narrative

We had a miscommunication about our budget with Nibley City. We were expecting them to provide \$3,250, which was a bit of a disappointment to us, especially since we had committed ourselves to a show (an early 1900s historical production) of new costumes and set pieces. This miscommunication was only discovered in early June 2024, when Emily Riordan (Nibley City accountant) called and said we were really feeling the pinch, and asked her if we could be funded by the City. I said, "Not enough?" and Emily and I said, "Wait, what?" I have not been able to track down an email where I received any information about the budget over the phone and I misunderstood. So, I apologize that my submitted budget was wrong from the beginning.

Also, we applied to Rocky Mountain Power Foundation for \$3,000. They awarded us \$2,500. Originally, the City had promised to go ahead and cover it for us, after all. So, our projected income from Nibley City was \$3,250, but our actual income was \$2,500.

As to in-kind services, we had 31 "professional" adult volunteers (who have certifications and/or earn income in their field), that's \$35,050.00. We had 88 "nonprofessional" adult volunteers, who donated 890.5 service hours. At \$7.00 per hour, that's \$6,233.50. We also had 195.5 service hours from youth volunteers (ages 12-18), who donated 195.5 service hours. At \$7.25 per hour, that's \$1,417.38. For a total of \$43,700.88.

As to in-kind goods, we had many contributions from Nibley City, as usual, as well as loaned materials and donations from South Valley Rental, Macey's supermarket, and multiple local families and individuals. These totalled \$10,010. I

Pre-production Budget Justification Narrative

Our 1:1 matching funds are provided by Nibley City.

We used to purchase and sell T-shirts (designed by a volunteer) at cost every year, but in 2022, we tried having time and headaches. Hence, we have no merchandise expenses/revenue for 2024, unlike previous years.

We have high volunteer participation and in-kind donations, which means that we do not need to pay staff salaries. Director, Lori Hopkin, who is allowing us to use it at no charge.

The program expenses will be for things like printing programs, signage, purchasing hair and makeup supplies, etc.

We will need to make a lot of costumes because we haven't done a play with this setting in nearly 30 years. We will build and paint several large set pieces, such as a carnival and one-room schoolhouse.

The in-kind donations on this spreadsheet are based on the in-kind donations we received in FY22. In FY22, we received \$33,884.25. Our total in-kind donations of goods and services totaled \$5,250.00 in FY21. This included the service system, donated craft supplies, borrowed costumes and set pieces, and so on.

We are currently working on preproduction for our 2023 play, "The Misfit Pirate," which we will perform in June. We do not have information for that production. Our 2022 production is the most recent production I have statistics for. However, we will compare 2024 to what we had in 2022.

Frequently Asked Questions

What is in-kind and how do we account for it?

In-kind contributions include any non-cash support your organization receives. Panelists want to know what kind of monetary support you receive. Volunteer time should be included in *in-kind services* and should be accounted for at a wage except for professional services (such as lawyers and accountants performing legal and accounting services) which are counted at the professional's going rate. Materials and supplies such as waived rent and utilities should be included in *goods* estimating the value your organization would otherwise need to pay. Please refer to the guidelines for more information about the 1:1 match.

What is applicant cash?

Applicant cash refers to the money that comes from the organization's general operating budget or reserves.

What if our income and expenses do not match?

Projected budgets should balance. Projected budgets balance because you are providing a picture of what you spend and where that funding will come from, and because it is a forecast, it should match.

More questions?

Email uamgrants@utah.gov or call the grants manager at 801-236-7550.

In this column, please indicate which income line or in-kind will satisfy the 1:1 match. You can also show more than a 1:1 match.

FY24 Actual Income for Project	
\$ -	
\$ -	
\$ -	
\$ 1,000.00	
\$ -	
\$ -	
\$ 6,000.00	1:1 match is provided by Nibley City.
\$ -	
\$ -	
\$ -	
\$ 2,500.00	

\$ 9,500.00	
FY24 Actual Expenses for Project	
\$ -	
\$ -	
\$ -	
\$ 1,422.83	
\$ -	
\$ -	
\$ 24.24	
\$ -	
\$ -	
\$ -	
\$ -	
\$ -	
\$ -	
\$ -	
\$ -	
\$ -	
\$ -	
\$ 2,822.85	
\$ 2,409.49	
\$ 2,567.25	
\$ -	
\$ -	
\$ 9,246.66	
\$ 42,619.01	

\$	10,010.00	
\$	52,629.01	

ich is about \$1,000 less than they have contributed in the past, and was a fantasy taking place in Cache Valley) that would require a huge number gby (producer-director) and I had a conversation with Amy Johnson City at our previous levels in the future. And she said, "Is \$4,250 not budget information from the City for FY24, so Amy must have given me get-go.

old us they would not cover that missing \$500. Then, they decided to go was \$4,750.

the arts or education) who donated 1,752.5 service hours. At \$20 per 25 (minimum wage) per hour, that's \$6,151.63. We had 15 youth \$2,619.01.

ited items from Ridgeline High School Theatre, Smithfield Youth Theatre, will attach our statistics sheet so that you can see the full breakdown.

our families order T-shirts from the vendor directly, and it saved us some

ies or venue fees. Our play is being written and scored by our 2024

and so on.

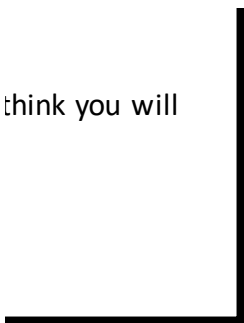
It costumes and set pieces will be inadequate. Likewise, we will need to

had adult and youth volunteers donate 2,201 hours at a dollar value of
ces and venues donated to us by Nibley City, discounts on our sound

I regret that I am not yet able to give you budget and in-kind donation
er, I anticipate that we will have comparable community participation in

nd of non-
for at minimum
es) which can be
ided in *in-kind*
ore information

think you will

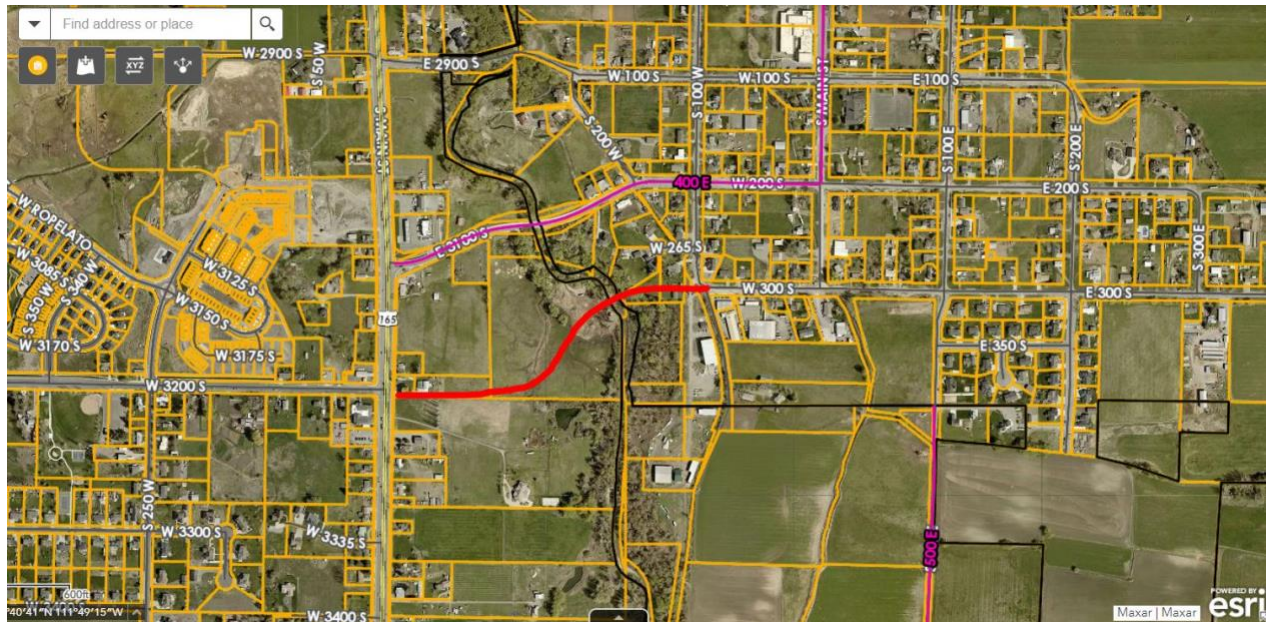


Agenda Item #7

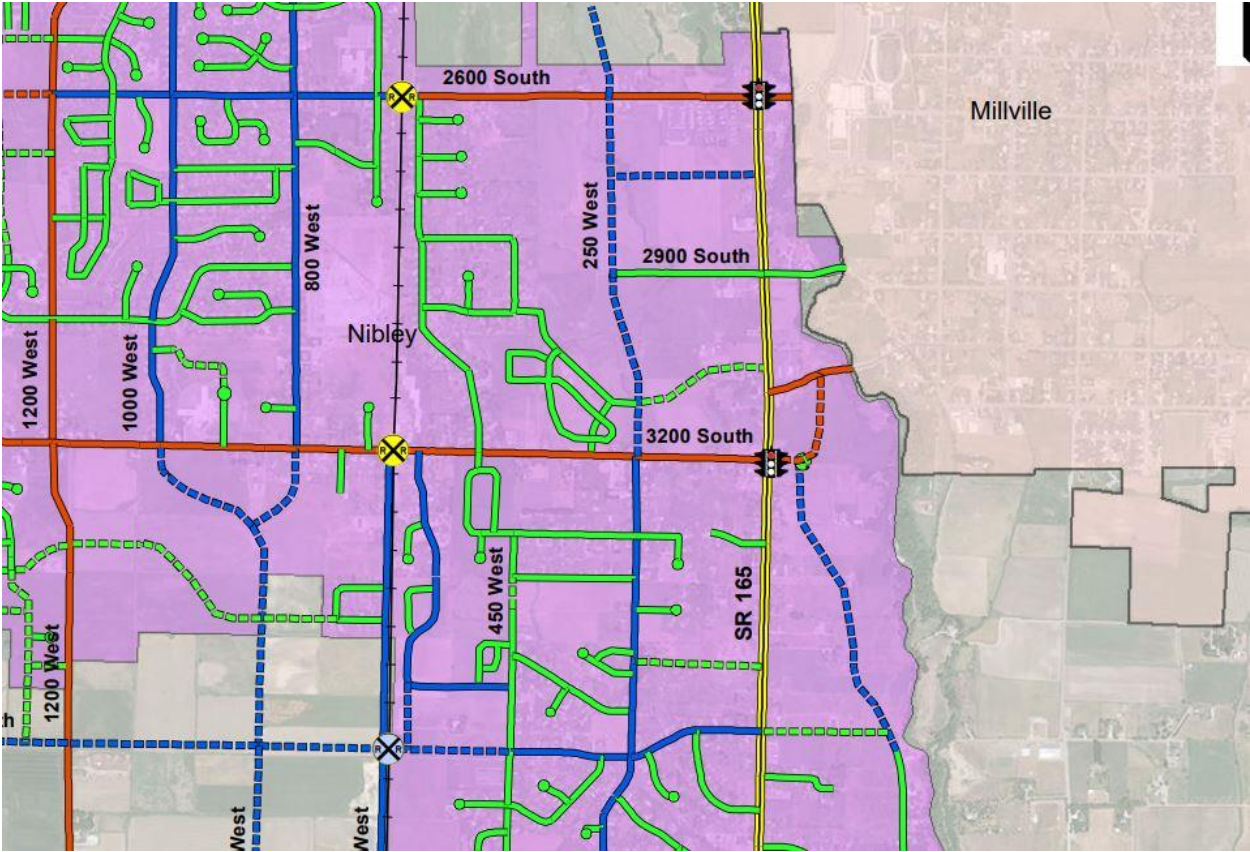
Description	Discussion: Millville City Discussion of 3200 South Extension
Presenter	Justin Maughan, Nibley City Manager
Planning Commission Recommendation	NA
Staff Recommendation	NA
Reviewed By	

Background

Millville City representatives have requested to come speak with the Council regarding the extension of 3200 South to the East at the intersection of HWY 165 (red line below). They would like the Council to be aware of their plans. Millville has been awarded some money by the Council of Governments (COG) for engineering design but have given no indication of a timeline to move forward with their proposed project.



The current Nibley City Master Plan is shown below:



Staff has reviewed preliminary plans for the roadway, and has expressed some concerns over flood plain impacts and maintenance at culverts under the proposed roadway. Updated plans have not been reviewed to know for sure if the comments were considered and/or incorporated into the plans.



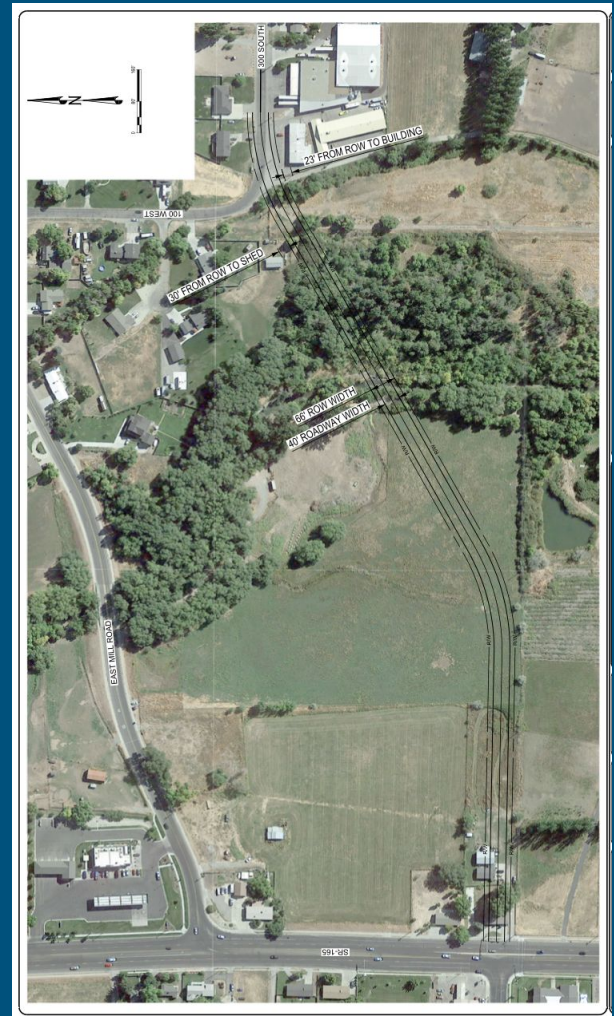
Millville 300 South to Nibley 3200 South Road Project

2024



Overview

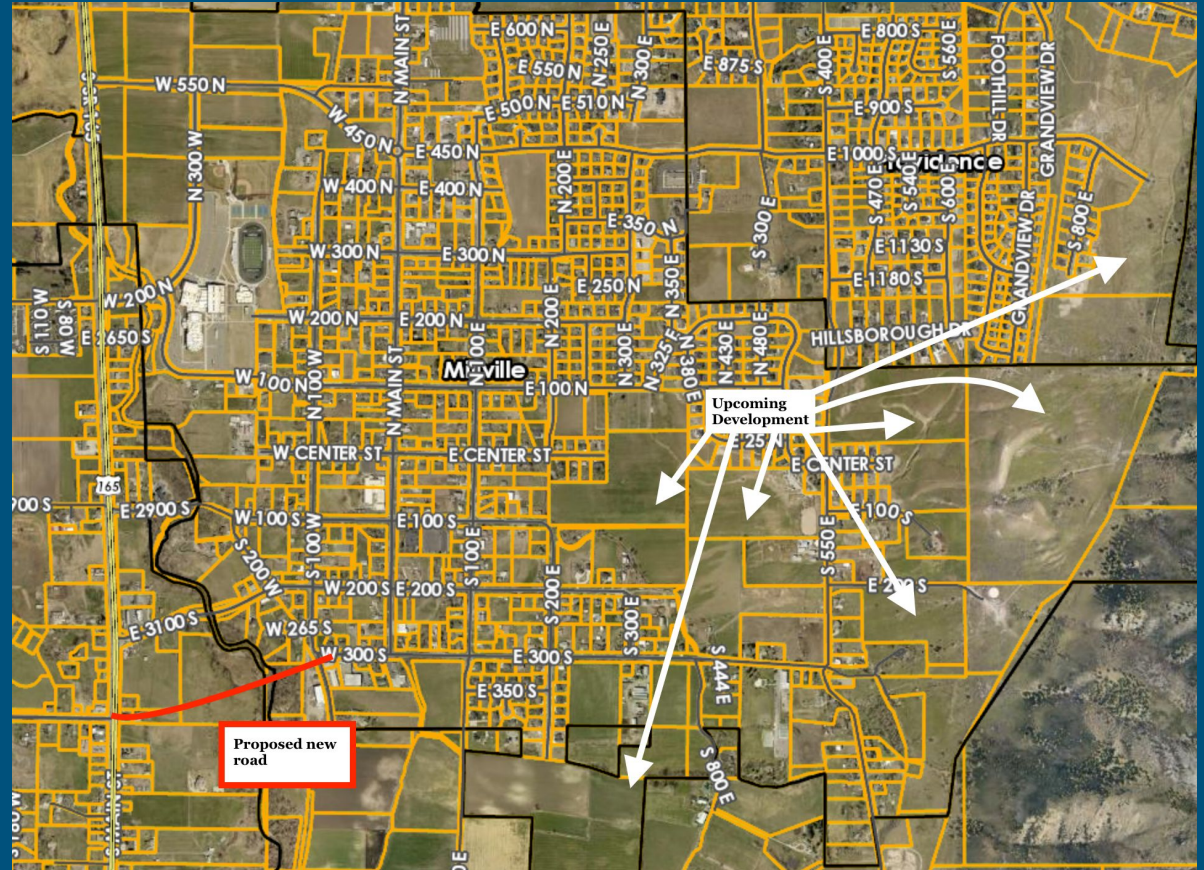
This project is for a new road and bridge that would connect Millville 300 South to Nibley 3200 South at the stoplight on Highway 165.



Need

Much of the new growth in Millville and Providence will occur on the southeast sides of both cities. Hundreds of new homes will be built in this area in the next five years.

This new road would provide a much needed outlet to Highway 165, fix the stoplight on 3200 South and create an option to turn left onto the highway from Millville and Providence.



Status

In 2022, Millville City received COG funding for the engineering design for this project. The engineering design work is nearly complete.

Next Step

The next step on this project would be to seek COG or other funding for the new road construction. Millville is not applying for COG funding for this project in 2024. For this project to work at some point in the future, Millville would need Nibley support. At this time, we just want to make you aware of what we are working on.

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Agenda Item #8

Description	Discussion: Resolution 24-16—Creation of the Nibley Morgan Farm 501-3C (Second Reading)
Presenter	Justin Maughan, City Manager
Planning Commission Recommendation	NA
Staff Recommendation	Move to continue Resolution 24-16—Creation of the Nibley Morgan Farm 501-3C, for first reading.
Reviewed By	City Manager, Mayor

Additional Background Since 8-1-24

Summary of changes since last presented to the board:

1. Changed incorporators to be the City Council
2. New Board to designate length of terms for each member to stagger when terms end
3. Adjusted length of Board Member term to 4 years from 2 years
4. Adjusted length of Officers terms to 2 years from 4
5. Removed requirement to have a board member designated by USU Extension
6. Added section on requirements for changing bylaws

Previous Background information

The operations of Morgan Farm have been evolving over the last couple of years, as the city has tried to figure out a way to make it more open to the community. Mike and Roxie Christensen have taken over as the managers. In conjunction with City staff, City Attorney and The Utah Local Government Trust, it is recommended that the farm would be better suited to be run as a separate entity from Nibley City. This can be accomplished by the creation of a 501-3C entity with the State of Utah. The main reason for doing so is to limit the liability of the City as more and more residents visit and use the farm. In addition, there are some grant opportunities that are more readily available for 501-3C entity than municipalities. This recommendation came to be after the Christensen's and staff visited the Wheeler Historical Farm in Murray City, and This is the Place Heritage Park in Salt Lake City. Ideas were gathered and discussed while touring the facilities and talking to the directors about their operations, funding as well as governance structure.

The Articles of Incorporation and Bylaws are intended to be a basic structure at this time. Once the entity is created, it will need to be governed by a board of directors as outlined in the Articles of Incorporation. The Council will have to appoint the members of the board, and it will be responsible for reviewing and amending the by-laws as necessary and creating a budget and policies on the use of the farm. The names listed

in the documents are mere placeholders, and no one to date has been approached about serving in any position on the board.

**NIBLEY CITY
CACHE COUNTY, UTAH
CREATING RESOLUTION NON-PROFIT CORPORATION**

_____, 2024

RESOLUTION NO. 24-16

A RESOLUTION PROVIDING FOR THE CREATION OF A NON-PROFIT CORPORATION, AUTHORIZING OFFICIAL ACTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nibley City, Cache County, Utah (the “City”), is a political subdivision existing as such by virtue of the Constitution and laws of the State of Utah; and

WHEREAS, the City owns real property known as Morgan Farms and other associated private property that it desires to be managed separately from the City for the purpose of benefiting the community and hosting of community events; and

WHEREAS, the City desires to create a nonprofit corporation to be known as the “Nibley Morgan Farm Corporation” (the “Corporation”), under the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended (the “Act”) for the purpose of managing, caring for and improving land and property leased to the Corporation by the City including Morgan Farms and the associated private property; and

WHEREAS, it is in the best interests of the citizens of the City that the creation of the Corporation be authorized in the manner and for the purposes hereinafter set forth; and

WHEREAS, it is necessary to authorize the establishment of the Corporation under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NIBLEY CITY, CACHE COUNTY, UTAH (THE “CITY COUNCIL”), AS FOLLOWS:

1. All actions previously taken (not inconsistent with the provisions of this Resolution) by the City Council and by other officers of the City directed toward the creation and establishment of the City, are hereby ratified, approved and confirmed.

2. It is hereby found and determined by the City Council that the creation of the Corporation as a nonprofit corporation under the provisions of the Act is appropriate to the general welfare, order and security of the City and is in the best interests of the citizens of the City, and the organization of the Corporation pursuant to the Act is hereby approved.

3. The Articles of Incorporation and the Bylaws of the Authority in the forms presented to this meeting and attached hereto as Exhibit A and B, respectively, are hereby authorized and approved and the Officers of the City are hereby authorized and directed to execute and file Articles of Incorporation in substantially the form attached as Exhibit A, to hold an organizational meeting for such corporation, to adopt bylaws in substantially the form attached as Exhibit B, and the City Council is authorized and directed to appoint members of the Board of

the Corporation (the “Board”) under the bylaws and to take all other action necessary and appropriate to properly organize the Authority under the laws of the State of Utah.

4. The governing board of the Authority shall initially be comprised as shown in the Articles of Incorporation in Exhibit A but after organization shall be appointed by the City Council according to the bylaws attached as Exhibit B.

5. The City Council and other City officials are hereby authorized and directed to take all other action necessary or appropriate to carry out the provisions of this Resolution.

6. Upon filing of the Articles of Incorporation, the City Council hereby appoints the City Manager as the Chair/President of the Corporation and the City Recorder as the Secretary of the Corporation.

7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

8. All acts, orders and resolutions, and parts thereof in conflict with this Resolution are hereby rescinded.

9. This Resolution becomes effective immediately after its adoption.

PASSED AND ADOPTED by the City Council of Nibley, Cache County, Utah this _____, 2024.

Mayor

ATTEST:

City Recorder

(S E A L)

EXHIBIT A

ARTICLES OF INCORPORATION

EXHIBIT B

BYLAWS

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ARTICLES OF INCORPORATION
OF NIBLEY MORGAN FARM CORPORATION, UTAH

We, the undersigned citizens of the United States (the “Incorporators”) have associated ourselves together with the purpose of incorporating as a nonprofit corporation under the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, (the “Act”), and the Constitution and other laws of the State of Utah, and do hereby execute, adopt and acknowledge in duplicate originals the following Articles of Incorporation:

ARTICLE I

NAME OF CORPORATION

The name of the corporation created hereunder shall be the “**Nibley Morgan Farm Corporation**” (the “Corporation”).

ARTICLE II

PLACE OF BUSINESS

The principal place of business of the Corporation shall be located in Nibley, Utah and the initial principal office of the Corporation shall be located at 455 West 3200 South, Nibley, Utah 84321.

ARTICLE III

PERIOD OF DURATION

The Corporation is hereby declared to have a perpetual duration unless dissolved as provided in accordance with Article X hereof.

ARTICLE IV

OBJECTS, PURPOSES AND POWERS

The objects and purposes for which the Corporation is founded and incorporated are to manage, care for and improve land and other property deeded or leased to the Corporation by Nibley City, Cache County, Utah (the “City”).

In furtherance thereof, the Corporation has all of the powers set forth in the Act and the Constitution and other laws of the State of Utah. The Corporation is hereby mandated

to consult regularly with the governing body of the City but all decisions shall be made by the Board of the Corporation.

The purpose and essence of the Corporation are purely civic, benevolent, charitable and philanthropic. The Corporation will not possess or exercise any power or authority either expressly, by interpretation, or by operation of law that would prevent it at any time from qualifying and continuing to qualify as a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, nor will it engage directly or indirectly in any activity which would cause the loss of such qualification. It is expressly declared that this Corporation has been organized not for gain, and that no loans, dividends or other distributions shall ever be declared or paid to any of its trustees or officers. The Corporation will have no shareholders and will not issue shares of stock and none of its property, real or personal, will ever be used or expended except in carrying into effect the legitimate ends and aims of the Corporation.

The Corporation shall have no members, other than those serving on the Board, which are voting members, and shall not issue shares of stock. None of the Corporation's property, real or personal, shall ever be used or expended except in carrying into effect the legitimate ends and aims of the Corporation.

At no time will the Corporation engage in any activities which are unlawful under the laws of the United States of America, the State of Utah, or any other jurisdiction wherein it conducts its activities. No substantial part of the activities of the Corporation will include the carrying on of propaganda, or otherwise attempting to influence legislation and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE V

THE BOARD

The initial membership of the Board shall be comprised of five members/trustees. The names and addresses of the persons who are to serve as the initial members/trustees of the Board of the Corporation are as follows:

<u>Name</u>	<u>Street Address</u>
Kay Sweeten	455 West 3200 South, Nibley, Utah 84321
Nathan Laursen	455 West 3200 South, Nibley, Utah 84321
Garrett Mansell	455 West 3200 South, Nibley, Utah 84321

Erin Mann

455 West 3200 South, Nibley, Utah 84321

Norman Larsen

455 West 3200 South, Nibley, Utah 84321

ARTICLE VI

REGISTERED OFFICE; REGISTERED AGENT

The address of the initial registered office of the Corporation shall be 455 West 3200 South, Nibley, Utah 84321; the name of the initial registered agent for the Corporation at that address is Justin Maughan, who by his signature accepts this appointment:

Registered Agent

ARTICLE VII

DISPOSITION OF PROPERTY

The Corporation shall not sell, transfer, mortgage, convey or otherwise dispose of all or any major part of the property and assets of the Corporation, nor shall the Corporation be dissolved, merged or consolidated with any other corporation or other legal entity, except on an affirmative vote of a majority of the Board.

No part of the net earnings of the Corporation shall inure to the benefit or be distributable to its trustees, officers or other persons, except that the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

ARTICLE VIII

BYLAWS

The Board shall have the power to make such prudent bylaws not inconsistent with the Constitution and laws of the State of Utah and these Articles of Incorporation as it may deem necessary or proper for the management of the business and affairs of the Corporation.

ARTICLE IX
AMENDMENTS

These Articles of Incorporation may be amended on approval of a majority vote of the Board, except on actions where more than a majority vote of the Board is required, in which case the same higher level of Board approval shall be required for any such amendment.

ARTICLE X
DISSOLUTION

Upon the dissolution of the Corporation, and after paying or making provisions for the payment of all of its liabilities, the Corporation shall convey any of its remaining assets to charitable purposes consistent with its status as a charitable Corporation; provided, however, that the Corporation may not be dissolved unless all outstanding debts and other obligations of the Corporation are paid in full as to principal, interest, and redemption premiums, if any, or unless provision for the payment of the same when due has been made.

ARTICLE XI
INCORPORATORS

The names and addresses of the incorporators of the Corporation are:

<u>Name</u>	<u>Street Address</u>
Kay Sweeten	455 West 3200 South, Nibley, Utah 84321
Nathan Laursen	455 West 3200 South, Nibley, Utah 84321
Garrett Mansell	455 West 3200 South, Nibley, Utah 84321
Erin Mann	455 West 3200 South, Nibley, Utah 84321
Norman Larsen	455 West 3200 South, Nibley, Utah 84321

ARTICLE XII

LIABILITIES FOR DEBTS

The members of the Board and officers of the Corporation shall not be personally liable for the debts or any other obligations of the Corporation.

DATED _____, 2024.

(Incorporator)

(Incorporator)

(Incorporator)

(Incorporator)

(Incorporator)

STATE OF UTAH)
 : ss.
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this ____day of _____, 2024, by **Kay Sweeten**.

NOTARY PUBLIC

(S E A L)

STATE OF UTAH)
 : ss.
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this ____day of _____, 2024, by **Nathan Laursen**.

NOTARY PUBLIC

(S E A L)

STATE OF UTAH)
 : ss.
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this ____day of _____, 2024, by **Garrett Mansell**.

NOTARY PUBLIC

(S E A L)

STATE OF UTAH)
 : ss.
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by **Erin Mann**.

NOTARY PUBLIC

(S E A L)

STATE OF UTAH)
 : ss.
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by **Norman Larsen**.

NOTARY PUBLIC

(S E A L)

BYLAWS
OF NIBLEY MORGAN FARM CORPORATION
OF
NIBLEY CITY, UTAH

ARTICLE I

OFFICES

The principal corporate offices of Nibley Farms Corporation (the “Corporation”) are located at 455 West 3200 South, Nibley, Utah 84321.

ARTICLE II

PURPOSE

The objects and purposes for which the Corporation is founded and incorporated are to manage, care for and improve land and other property deeded or leased to the Corporation by Nibley City, Cache County, Utah (the “City”).

In furtherance thereof, the Corporation has all of the powers set forth in the Utah Revised Nonprofit Corporation Act Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, (the “Act”), and the Constitution and other laws of the State of Utah. The Corporation is hereby mandated to consult regularly with the governing body of the City, but all decisions shall be made by the Governing Board of the Corporation.

The purpose and essence of the Corporation are purely civic, benevolent, charitable and philanthropic. The Corporation will not possess or exercise any power or authority either expressly, by interpretation, or by operation of law that would prevent it at any time from qualifying and continuing to qualify as a corporation described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, nor will it engage directly or indirectly in any activity which would cause the loss of such qualification. It is expressly declared that the Corporation has been organized not for gain, and that no loans, dividends or other distributions shall ever be declared or paid to any of its Board members or officers. The Corporation will have no shareholders and will not issue shares of stock and none of its property, real or personal, will ever be used or expended except in carrying into effect the legitimate ends and aims of the Corporation.

The Corporation shall have no members, other than those serving on the Governing Board, which are voting members, and shall not issue shares of stock. None of the Corporation's property, real or personal, shall ever be used or expended except in carrying into effect the legitimate ends and aims of the Corporation.

At no time will the Corporation engage in any activities which are unlawful under the laws of the United States of America, the State of Utah, or any other jurisdiction wherein it conducts its activities. No substantial part of the activities of the Corporation will include the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

The overall vision and scope of the Nibley Morgan Farm is to preserve and promote the unique historical space of the farm; while promoting experiential learning opportunities to the community members encouraging them to learn, think, and do; and to provide community members with opportunities surrounding agricultural education but to provide a learning center that serves all ages within the community through various experiential learning options. The Nibley Morgan Farm provides a unique historical setting that lends itself to the community as a place of reflection, learning, and doing.

ARTICLE III

THE BOARD

Section 1. General Powers. The affairs of the Corporation shall be managed by the Board.

Section 2. Number, Tenure and Qualifications. The number of Board members on the Board will be five and will be chosen by the Governing Body of the City (the "City Council"). The City Council shall choose two members of the Board from the City Council, and three at large members. The initial Board members are designated in the Articles of Incorporation, and shall serve until the City Council meets to appoint a new board. Each appointed Board member, after the initial Board is replaced, shall serve as a member of the Board for a 4-year period or until his/her death, incapacity, resignation or removal from such office. Council shall designate initial length of terms of board members, such that terms are staggered, and shall not expire all on the same year.

Section 3. Regular Meetings. Regular meetings of the Board shall be held in compliance with the laws of the State of Utah, at such times and places as the Board may by resolution designate. Members of the City Council and City Staff shall be allowed to attend.

Section 4. Special Meetings. Special meetings of the Board may be called by or at the request of the Chair of the Board (the "Chair/President") or any two Board

members and shall be held at the principal office of the Corporation or at such other place as the Chair/President may determine.

Section 5. Notice. Notice to the Board members of any regular meeting of the Board shall be deemed given upon the enactment of the resolution scheduling such meeting. Notice to the Board members of any special meeting of the Board shall be given at least 24 hours previously thereto by written notice delivered personally.

Section 6. Quorum. A majority of the then current membership of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if fewer than a majority of the Board members of the Board are present at any meeting, a majority of the Board members present may adjourn the meeting from time to time without further notice.

Section 7. Board Decisions. The act of a majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by law or by these bylaws (the "Bylaws").

Section 8. Compensation. Board members as such shall not receive any compensation for their services, but by resolution of the Board, expenses of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. Nothing herein contained shall be construed to preclude any Board member from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a Chair/President of the Board, who shall also serve as Chair/President of the Corporation (the "Chair" or "President"), a Secretary, a Treasurer and such other officers as may be elected in accordance with the provisions of this Article. Upon their election by the Board or other qualification for office, each officer shall serve a term of two years or until his/her death, incapacity, resignation or removal from such office. Unless otherwise expressly decided by the Board, the Mayor of the City Council will serve as the Chair/President of the Board and the City Recorder will serve as the Secretary of the Board and the City Treasurer will serve as the Treasurer of the Board.

Section 2. Election. The officers of the Corporation shall be elected by the Board. New offices may be created and filled at any meeting of the Board.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, disqualification, or otherwise, may be temporarily filled by another member of the Board for the unexpired portion of the term.

Section 5. Powers and Duties. The several officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in nonprofit corporations having the same or similar general purposes and objectives as this Corporation. The powers and the duties of the Chair/President shall be to make application and implementation of policies and procedures for the day to day operation of the Corporation and for the operation and administration of any real or personal property owned or controlled by the Corporation. The Chair/President shall also implement the policies as adopted by the Board; and provide a liaison between the Corporation and the City Council and the citizens of the City. In the absence of the Chair/President, the Mayor Pro Tem is hereby authorized by these bylaws to act in his place.

ARTICLE V COMMITTEES

The Board, in its discretion, may constitute and appoint committees to assist in the supervision, management and control of the affairs of the Corporation with responsibilities and powers appropriate to the nature of the several committees and as provided by the Board in the resolution of appointment or in subsequent resolutions and directives. Each committee so constituted and appointed by the Board shall serve at the pleasure of the Board. In addition to such obligations and functions as may be expressly provided by the Board, each committee constituted pursuant to these Bylaws and appointed by the Board shall from time to time report to and advise the Board on corporate affairs within its particular area of responsibility and interest. The Board may provide by general resolution applicable to all such committees for the organization and conduct of the business of the committees. Such committees as provided in this section of these Bylaws shall not have nor exercise the authority of the Board in the management of the Corporation. Any member of such committee may be removed by the Board whenever in its judgment the best interests of the Corporation shall be served by such removal.

ARTICLE VI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Corporation to enter into any contract, to execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or may be confined to specific instances.

Section 2. Checks, Drafts or Orders. All checks, drafts, orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation

shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Chair/President and countersigned by the Secretary.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

Section 4. Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for any purpose of the Corporation.

ARTICLE VII

BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and committees.

ARTICLE VIII

SEAL

The corporate seal for the Corporation shall be circular in shape with the word “SEAL” in bold face type in the center and with the words “**Nibley Morgan Farm Corporation**” on the perimeter of the seal.

ARTICLE IX

AMENDMENTS TO THE BYLAWS

Any amendments to the bylaws shall be proposed by a board member, and approved by a $\frac{3}{4}$ majority of the Board.

ARTICLE X

WAIVER OF NOTICE

Whenever a notice is required to be given to a member of the Board under the provisions of the statutes of the State of Utah or under the provisions of these Bylaws of the Corporation or under the Articles of Incorporation of this Corporation, a waiver thereof in writing by each Board member entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI

MANNER OF OPERATION

Section 1. Operation to be for the Public Good. The Corporation shall at all times conduct its operations in a manner consistent with the best interests of the City and the citizens thereof.

Section 2. Compliance with Other Requirements of Law. The Corporation has been created under and pursuant to the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code Annotated 1953, as amended, and shall operate in strict accordance therewith. The officers of the Corporation shall at all times do such things as are required of corporations created under such acts and as may be necessary and proper to preserve and protect the existence of the Corporation thereunder.

Section 3. Compliance with Certain Federal Income Tax Revisions. The Corporation has been created with the intent that it would qualify as a corporation described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, as well as under any similar provision of the Internal Revenue Code subsequently enacted. Accordingly, the Corporation shall undertake no action which would result in the Corporation failing to qualify as a corporation described under said Section of the Internal Revenue Code subsequently enacted.

The undersigned, being the Secretary of the Corporation, certifies that the foregoing Bylaws have been duly adopted as Bylaws of the Corporation and are the full and complete Bylaws of the Corporation as of this date.

DATED this _____ day of _____, 2024.

Secretary

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UTAH LOCAL GOVERNMENTS TRUST

55 South Highway 89, North Salt Lake, UT 84054
o 801.936.6400 t 800.748.4440 f 801.936.0300 www.utahtrust.gov



Justin Maughan
Nibley City
455 W 3200 S
Nibley, UT 84321

February 21, 2024

Justin,

I enjoyed my recent visit to Nibley City's Morgan Farm. This is a nice amenity for the community and has real potential to develop into something great.

During my visit I noticed a variety of significant hazards and liability risks in the farm's buildings and grounds. My understanding is that the city would like to have this facility open to the public for various activities. Due to the risks present on the property, this could expose the city to significant risk and potential claims and lawsuits. Controls to correct the hazards and manage risks at the farm are extensive and would require significant investment.

In our recent conversation, you indicated that a local non-profit organization is operating the farm. This arrangement brings additional risk exposure. To address these concerns, I believe the best risk control strategy for this property is for the city to donate the property to the non-profit with agreements that the non-profit would operate the farm within the city's vision. The city would distance itself from risk, while still ensuring the farm is available for the city's residents. This would not preclude the city from donating funds to the non-profit to bolster their operations.

I would be happy to discuss this issue further if it would be beneficial. Thanks for your efforts to manage your risks and make Nibley a safer place.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jason Watterson", with a long horizontal flourish extending to the right.

Jason Watterson, CIH, CSP, CHMM, ARM-P, CPSI
Senior Loss Prevention Consultant
435.213.6869

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Agenda Item #9

Description	Discussion & Consideration: Ordinance 24-08 – Amending 19.12.040 Mixed Residential Zone R-M, Including Adjustments to Maximum Density, Required Open Space and Adding Parcel 03-227-0003, Located at 1301 W 2600 S to the R-M Application Map (First Reading)
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	Approval of Ordinance 24-08 with the following conditions: <ol style="list-style-type: none">1. Limit requested amendments to NCC 19.12.040 to adding parcel 03-227-0003 to the R-M application map as an eligible area.2. The approved amendment does not constitute approval of any development plan, including the concept plan provided with the rezone and code change application.
Staff Recommendation	Approval of Ordinance 24-08 with the following conditions: <ol style="list-style-type: none">1. Limit requested amendments to NCC 19.12.040 to adding parcel 03-227-0003 to the R-M application map as an eligible area.2. The approved amendment does not constitute approval of any development plan, including the concept plan provided with the rezone and code change application.
Reviewed By	

Background

Al Bingham, authorized representative of Wesley Nelson Farms Inc, owner of parcel 03-227-0003, located at 1301 W 2600 S, has requested amendments to NCC 19.12.040. These amendments include the following:

1. Add parcel 03-227-0003 to the R-M application map as an eligible area.
2. Increase the allowable density from 10 units per net developable acre to 12 units per developable acre (removing 'net').
3. Reduce the required open space for multi-family or mix of single-family and multi-family from 35% of net developable acreage to 20% of net developable acreage.
4. A variance to the street design standards to not require 2500 South, which is a master-planned street between 1200 W and Heritage Drive.

In addition to these requests, the applicant has provided a concept plan to illustrate their current intentions for developing the property. It is important to note that approval of the code changes or rezone does not constitute approval of a specific development plan, but may be referenced to understand the applicant's intention for future development.

General Plan Guidance and Staff Analysis

Below is an analysis of each requested amendment:

Add parcel 03-227-0003 to the R-M application map as an eligible area.

The Future Land Use Map, an appendix to the general plan, designates this area as 'Commercial and Medium to High Density Residential'. The R-M zone, which allows a mix of uses and residential density up to 10 units per net developable acre would support this future land use designation.

Increase the allowable density from 10 units per net developable acre to 12 units per developable acre (removing 'net').

The requested increase in allowable density from 10 units per net developable acre to 12 units per developable acre would conflict with the adopted Transfer of Development Rights (TDR) ordinance. NCC 19.48.030(C)(5) provides that R-M eligible areas have a base density of 10 units per net developable acre with an allowable density increase to 20 units per net developable acre with transfer of development rights. These thresholds were recommended and adopted to incentivize the use of TDR, in order to preserve open space in designated sending areas.

In addition, the measure of net developable acre for the calculation of density is standard within Nibley City Code, specifically with the Residential- Planned Unit Development (R-PUD) ordinance and Open Space Subdivision ordinance. For consistency, Staff recommends retaining this measure. Calculating all developable or gross density would effectively increase the amount of allowable density by 20-30% since the area dedicated for rights-of-way and sensitive lands are not included for net developable acreage. If the City is supportive of increasing the amount of allowable

base density in the R-M zone, Staff recommends retaining the net developable acreage measure for consistency.

Reduce the required open space for multi-family or mix of single-family and multi-family from 35% of net developable acreage to 20% of net developable acreage

The currently adopted R-M zoning standards were largely patterned after the R-PUD ordinance, which requires 35% of net developable acreage be dedicated as open space. This requirement has proven effective at preserving open space resources, providing an open design, with space for recreational amenities and uses, despite additional housing density compared to traditional neighborhoods in the community.

The Nibley City General Plan emphasizes the preservation of open space throughout the document as an important community value. The vision statement for Residential Development and Housing states the following:

While retaining the character and form of established neighborhoods, residential development in Nibley will emphasize the conservation of open space and, using that conservation process, will incorporate a variety of housing forms.

In order to continue to effectively preserve open space as areas within the R-M zone are developed, Staff recommends retaining the current standard of 35% of net developable acreage.

A variance to the street design standards to not require 2500 South, which is a master-planned street between 1200 W and Heritage Drive.

The currently adopted "Master Street Plan," an appendix of the Transportation Master Plan, last updated shows a future local road connection between 1200 W and the planned Heritage Drive at 2500 S. As this area develops with the medium to high density residential and commercial uses planned, retaining street connectivity is important to disperse traffic, provide for direct connections for all street users (including pedestrians and bicyclists), improve emergency access and support effective street maintenance. NCC 19.12.040(K) emphasizes street connectivity with the following statement:

Connectivity. R-M developments shall provide connectivity with the surrounding area and throughout the development. All improvements shall consider vehicle, bicycle, and pedestrian access.

The 2500 South connection will support these objectives. Therefore, Staff is not supportive of any exception or variance for the requirement to provide this connection.

Furthermore, if the City feels that the requirement for a 2500 South connection is not needed, the proper process for not requiring it would be to remove it from the Transportation Master Plan through the Master Plan amendment process, not as a special exception within City Code.



2Nibley Master Transportation Plan excerpt

Previous Action on R-M Zone

On September 1, 2022, the Planning Commission recommended changes to the R-M zone, including the following:

- Add the subject property at 1301 W 2600 S to the map of eligible areas for the R-M zone.
- Lower the maximum density of the R-M zone from 20 units/gross acre to 13 units/net developable acre in keeping with the scale of development in the City. This density threshold was later changed to 10 units/net developable acre as part of the TDR ordinance, as described above.
- 1. Stronger guidelines to ensure that open space is more contiguous and integrated with adjacent open space, including raising the minimum park area from 0.25 acre to 0.5 acre and a requirement that 50% of the open space must be contiguous with 25% bordering a ROW, easement, park or trail. In addition, the Planning Commission recommends that areas within building front yard setbacks are not counted toward required open space, since these areas have minimal usable benefit and are already required by the setback standard. These standards will help ensure that open space is more usable and integrated.
- A requirement that the development must incorporate at least 2 housing types and that no more than 80% of the development be composed of only one housing type. This is intended to ensure that developments within an R-M zone contribute to providing a variety of housing types in the City.

Upon hearing this recommendation and hearing concerns from the subject property owner, the City Council formulated an ad-hoc committee, which included the applicant to reconsider these amendments. The committee met a few times and reviewed some concepts, but the applicant did not recommend any specific code changes at that time. The City Council, ultimately, did not adopt the recommended code changes.

Included in this packet are the recommended code changes that Planning Commission recommended at that time. The Planning Commission may consider reviewing and incorporating these changes as part of this code amendment.

However, Staff's formal recommendation for the current application is to adopt the code amendment which adds the property to the map as an eligible R-M zone property and omit the remaining requested changes to the code.

Conditions

1. Limit requested amendments to NCC 19.12.040 to adding parcel 03-227-0003 to the R-M application map as an eligible area.
2. The approved amendment does not constitute approval of any development plan, including the concept plan provided with the rezone and code change application.

Findings

1. The R-M zone is compatible with the 'commercial and medium to high density residential' designation of the City's adopted future land use map.
2. The Nibley City General Plan emphasizes the preservation of open space.
3. The current density threshold for R-M zone is appropriate to accomplish the zone's purpose, while incentivizing open space preservation through transfer of development rights.
4. The Transportation Master Plan emphasizes improved street connectivity. The inclusion of 2500 South, as shown on the Master Streets Plan, is in support of this emphasis.

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ORDINANCE 24-08

**AMENDING 19.12.040 MIXED RESIDENTIAL ZONE R-M, INCLUDING ADJUSTMENTS TO
MAXIMUM DENSITY, REQUIRED OPEN SPACE AND ADDING PARCEL 03-227-0003, LOCATED
AT 1301 W 2600 S TO THE R-M APPLICATION MAP**

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

WHEREAS, The Mixed Residential (R-M) zone is compatible with the ‘commercial and medium to high density residential’ designation of the City’s adopted future land use map; and

WHEREAS, The Nibley City General Plan emphasizes the preservation of open space; and

WHEREAS, The current density threshold for R-M zone is appropriate to accomplish the zone’s purpose, while incentivizing open space preservation through transfer of development rights; and

WHEREAS, The Transportation Master Plan emphasizes improved street connectivity. The inclusion of 2500 South, as shown on the Master Streets Plan, is in support of this emphasis.

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

1. The attached amendments to Nibley City Code 19.12.040 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

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

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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19.12.040 Mixed Residential Zone R-M

- A. Purpose: The purpose of the Mixed Residential Zone is to provide a variety of housing types to accommodate the diverse housing preferences of the community’s existing and future residents that are supported by an appropriate provision of jobs, retail, services, open space and amenities.
- B. Definitions: Refer to NCC 19.04 and 19.32.020
- C. Use Regulations: See NCC 19.20. Allowed uses in this zone may be provided either separately from or within the same building or lot as other allowed uses, if approved pursuant to an authorized site plan.
- D. Space Requirements:

	Single-Family Home	Multi-Family Housing
Minimum Lot Size (sq. ft.)	4,500	-
Maximum Height	40'	50'
Minimum Footage	50'	-
Front Yard	20'	20'
Front Porches	10'	10'
Side Yard	5'	10'
Side Yard Porches, Deck Overhangs	5'	5'
Side Yard Adjacent to Streets	20'	20'
Rear Yard	15'	15'
Maximum Height	40'	

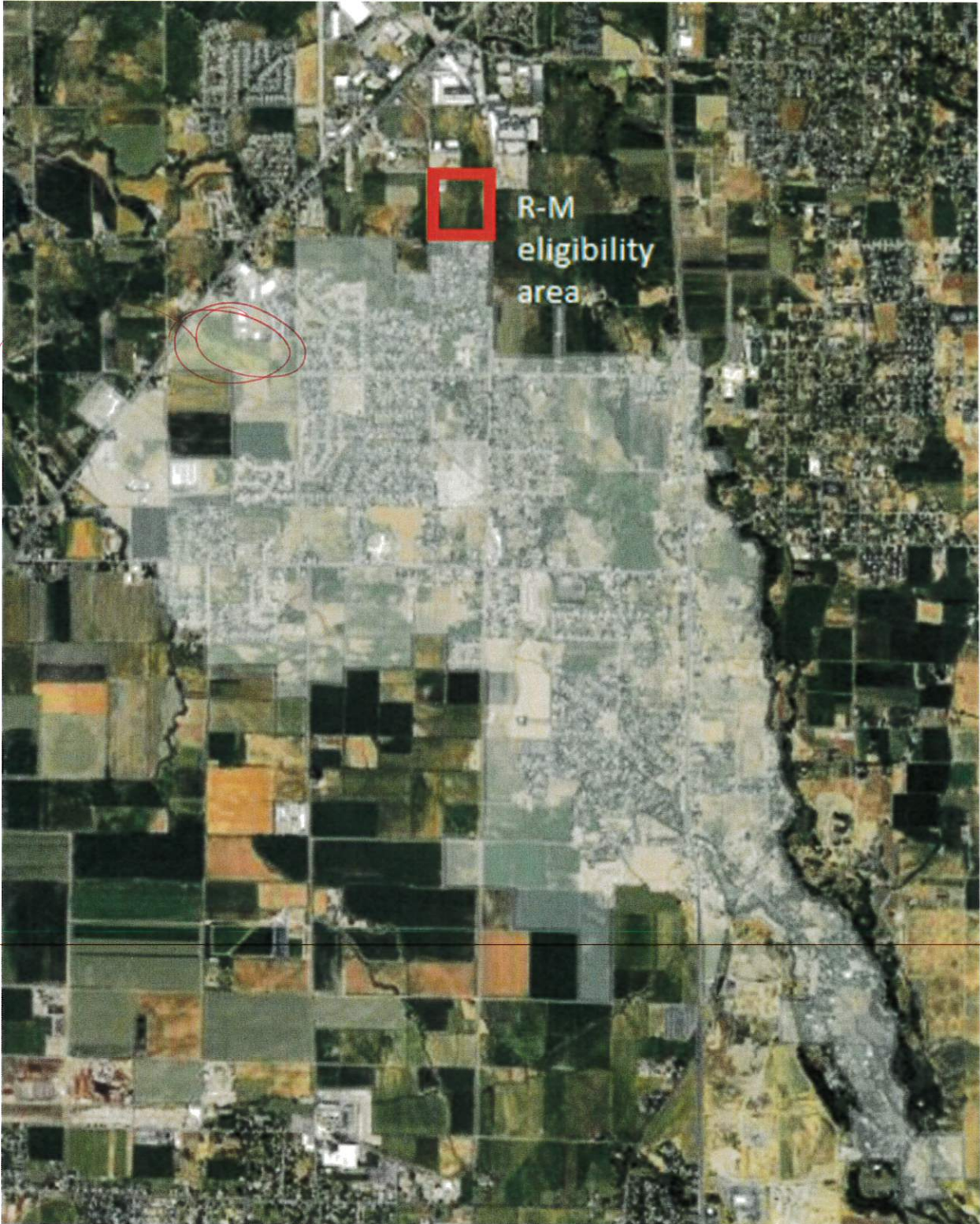
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Accessory-Use Setbacks	Single-Family Home	Multi-Family Housing

Front Yard	20'	20'
Side Yard	3'	3'
Side Yard Street	20'	20'
Rear Yard	1'	1'
Maximum Height	15'	15'

1. Setback and frontage requirements shall apply to each building, and not each dwelling unit
- E. Animal And Fowl Unit Regulations: See NCC 19.34.
- F. R-M Application Map

An R-M Zone designation shall only be applied for in the following areas which includes parcels with Tax ID numbers 03-001-0013 and 03-001-0010, as of April 15, 2021.



G. Density Regulation

1. The maximum density of a residential development within the R-M zone shall be ¹²10 units per net developable acre.
2. A proposed Multi-family housing development adjacent to existing single-family homes must place single family homes adjacent to the established single-family homes unless otherwise buffered by an arterial roadway or 300-foot width of open space including a landscaped Buffer as defined within this chapter.
3. The City may approve single family homes that do not meet the required setbacks and lot size, i.e. patio homes. These homes shall be considered 'multi-family housing' and shall assume the associated open space requirements of such.

H. Open Space Amenities

1. Each residential development within an R-M zone shall provide the following types and amounts of open space and amenities:

Minimum Open	
Dwelling Type	Percentage of Net Developable Required to be Used for Amenit and Open Space
Single-Family	20%
Multi-Family or Mix of Single Family and Multi-Family	35% 20%

- 2.

Minimum Amenity						
Number of Units	Park Area	Public Restroom	Pavilion	Swing Set	Playground	Clubhouse, Pool, or Splashpad
Less Than 100	1.5 Acres	-	-	-	1	-

100-150	2.5 Acres	-	-	1	1	-
151-200	3.5 Acres	-	-	1	2	-
201-250	4.5 Acres	1	1	1	2	-
251-300	5.5 Acres	1	1	1	2	1 of the above op
301-400	6.5 Acres	1	2	2	3	2 of the above op (At least one pool
401-500	7.5 Acres	2	2	2	3	2 of the above op (At least one pool
501+	*	*	*	*	*	*

- a. This chart does not include all potential amenities. The applicant may apply for other amenities that would benefit the development and are in support of Nibley City's Parks and Recreation goals. Any proposed amenities not listed, must be approved by the City Council. The City Council may also allow a substitution of amenities on the table above. These substitutions may only be approved if the cost, value and use of the amenity matches or is greater than the required amenity. The burden shall be on the developer to provide justification and is subject to review and acceptance by staff prior to Council consideration. An applicant may include additional amenities beyond the requirements of this section.
- b. Development over 500 units must supply adequate and proportional amenities based on the table above.
- c. Development may be phased according to NCC 21.02.080 and the Development Agreement. The City Council may extend phasing deadlines within the development agreement based on the size of the project and proposed amenities. Public, Common or Owners' Association-owned amenities shall be fully developed and operational in conjunction with each phase of the subdivision as a percentage of the total developed value of the subdivision (for example, if 25% of the dollar value of the development is being constructed, then a minimum of 25% of the dollar value of the built-out amenities must be developed). The determination of value, construction sequencing, and acceptance criteria shall be

specified in the Development Agreement. An applicant may also provide an escrow or bond for improvements according to Nibley City Standards. Until improvements are accepted by the City for the attendant phase, no permits shall be issued for subsequent phases. Density Regulations

- d. All amenities designed and designated to be transferred to City ownership and maintenance must meet Nibley City Design Standards. The City must review and approve any improvements that will be owned and maintained by the City as part of the construction drawing review.
- e. Public and Private Park space may be combined or spread throughout the development. Each Park shall be a minimum of .25 acres. Each dwelling unit shall be within a quarter mile of a park within the development, unless otherwise approved by the City Council. Parks may be public or private. Each public park development and placement within an R-M development shall be agreed upon by the applicant and the City Council. Park space may not include alleyways, back yards, gangways, front yards, forecourts, private patios, porches, driveways, etc.; unless proper amenities and access are provided.
- f. All amenities shall meet any federal, state, city, or other standards that apply.
- g. Sports Courts/Fields: include a facility/amenity that is built for one of the following: Tennis Court, Pickleball Court, Basketball Courts, Soccer field, Volleyball pit, Baseball field, Softball field, wallball, golf course, disc golf course, or others as approved by the City Council.
- h. Picnic Area: Two or more picnic tables for use by 10 or more persons.
- i. Pavilion: A covered picnic area. Each Pavilion must be designed for use of a minimum ten or more people.
- j. Club House: A building available to community members to house a club or social organization not conducted for private profit. Club Houses shall be owned and maintained by a homeowner's association. A club house shall be at least 1000 sq. ft. in size.
- k. Playground: an area provided for children to play on. Each Playground must be designed for children twelve and younger. A playground must include features to appeal to children within the above age group including some of the following: slides, monkey bars, ladders, tunnels,

climbers, bridges, ramps, platforms, etc. All playground equipment must be of commercial grade. Each playground must include a minimum of 8 features.

- l. Pool: A recreation facility designed and intended for water contact activities. No pool shall be less than 800 sq. ft.
- m. Public Restroom: a room or small building with toilets and sinks that is available for use by the general public. One (1) public restroom shall contain at minimum 2 individual rooms with toilets and sinks (male/female or unisex). Larger restroom facilities may be required depending on the amount of activity projected at a particular open space/park area. All restroom facilities shall be built in compliance with the Americans with Disabilities Act (ADA).
- n. Splashpad: A recreation facility with sprinklers, fountains, nozzles and other devices or structures that spray water. Splashpads shall contain some above ground features.

3. Maintenance of Amenities

- a. All R-M developments must establish and maintain in perpetuity by the property owner or an Owners Association if there are open space and amenity under common ownership, or as otherwise required by federal, state or Nibley City law. The Developer shall be a member of said Owners Association while the subdivision is being developed.
- b. Costs: Unless otherwise agreed to by the City, at the City's discretion and on such terms and conditions as the City may agree to, the cost and responsibility of maintaining amenities shall be borne by the fee owner of the property or Owners Association.
- c. Preliminary Maintenance Plan: A Preliminary Maintenance Plan shall be submitted with the preliminary plat or concept site plan for proposed maintenance of amenities within the development. This plan shall outline the following:
 - 1) The proposed ownership and responsibility for maintenance of the amenities;
 - 2) The proposed use of the amenities' and how each parcel of amenities meets the standards listed in this Chapter;

- 3) The size of each amenities parcel; and
 - 4) The proposed concept plan for landscaping of the amenities.
- d. Final Maintenance Plan: The developer shall submit a plan outlining maintenance and operations of the amenities and providing for and addressing the means for the permanent maintenance of the amenities within the proposed R-M application for the subdivision or development. The developer shall provide a final maintenance plan with the final plat or site plan and the plan shall contain the following:
- 1) Documents and plans as listed in for the Preliminary Maintenance Plan.
 - 2) A description of the use of the amenities and how that use complies with this Chapter;
 - 3) The establishment of necessary regular and periodic operation and maintenance responsibilities for the various kinds of amenities (e.g., lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, clubhouse, pool, woodlands, etc.) and any private streets and other accesses;
 - 4) The estimated staffing needs, insurance requirements, and associated costs.
 - 5) The landscaping plans for parcels that will be owned by an Owners Association or by the City.
- e. Approval: The Final Maintenance Plan must be approved by the Administrative Land Use Authority for a Subdivision application or the specified approval authority for a site plan review application, prior to or concurrent with final plat approval for the subdivision. The Final Maintenance Plan shall be recorded against the property within the subdivision before any property or lots are sold or transferred and shall include provisions for the City's corrective action rights as set forth herein. Any changes or amendments to the Final Maintenance Plan must be approved by the Administrative Land Use Authority for a Subdivision application or the specified approval authority for a site plan review application. .
- f. The developer shall offer an approved letter of credit, bond or escrow for all proposed improvements as set forth in NCC 21.14.

- g. Failure to Maintain: The City may assume responsibility for the maintenance and operation of any portion of any amenity or common facility within an R-M development in the event the party responsible for maintaining or operating the amenity fails to do so in accordance with the terms of this Ordinance, the approved Maintenance Agreement, any Conditional Use Permits, Business Licenses or any other agreements between the City and the developer, owners, or other parties responsible for maintaining or operating amenities. If the City assumes responsibility under this paragraph, any remaining development escrow or bond funds may be forfeited, costs, fees, and liens for maintenance costs shall be assessed as described herein, and any permits, licenses or operating agreements may be revoked or suspended by the City in the City's sole discretion. Owners shall not impede the City in its efforts to maintain the amenities.
- h. Corrective Action: The City may enter onto any amenity provided as part of an R-M development and take such corrective action, including extended maintenance, repairs, modifications, or the execution of additional agreements, as the City determines is necessary for the amenity to satisfy the terms of this Ordinance, the approved Maintenance Agreement, any Conditional Use Permits, Business Licenses or any other agreements between the City and the developer, owners, or other parties responsible for maintaining or operating amenities. The costs of such corrective action shall be charged to the owners and may include administrative costs, legal costs, and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the county recorder's office. The maintenance plan and all other documents creating or establishing any Association or conservation organization for the property shall reference the City's corrective action authority set forth herein and shall be recorded against the property before any property or lots are sold or transferred.
- i. Implementation and Maintenance: The developer of the subdivision shall fund implementation and maintenance of the amenities until such time as the control of the amenity is transferred to the owner listed in the maintenance plan. The developer shall address the implementation, development, maintenance and transfer procedures in the sensitive area designation plan map or master development plan, as applicable.

- j. Maintenance Access: The developer of the subdivision shall provide sufficient maintenance access from a dedicated right-of-way to all amenities and constrained and sensitive lands within the R-M DEVELOPMENT to allow the owner of the property to have sufficient access.

I. Multifamily Housing Architectural Design Standards

1. General Design Concepts. New development shall be designed for its specific context within Nibley City. Developments shall possess a similar design theme, and the site shall be designed such that the overall development is cohesive. Building architecture, exterior materials, and colors shall coordinate.
2. All facades shall include architectural treatments to provide visual interest and to differentiate individual units. These design standards shall be applicable to all sides of a building, with each façade (front, rear, and side) being required to meet the terms of this Section.
3. Building Materials. The majority of each façade (51% or more of the wall area excluding windows and doors) shall be constructed of the following hard surface building materials: brick, stone, stucco, treated or split face decorative block (CMU), fiber cement siding, concrete, composite siding, vinyl siding with a minimum of 40-year warranty, or other durable building material as approved by the City Council. EIFS or untreated concrete block (CMU) may be allowed as an accent or secondary material only. The Planning Commission may approve metal as an exterior building material and as a primary material on a case-by-case basis if an applicant can show that the type of metal is of a high grade and provides architectural quality to a building.
4. Vertical Separation. Buildings in excess of one (1) story in height shall exhibit architectural detailing that establishes a vertical separation between lower and upper stories. This may be accomplished by a mid-façade cornice or trim, a change in material, style or color, a façade step-back or roof pitch with dormer windows, or other methods
5. Building Entrances. Building entrances shall have porches and shall be oriented toward the street or an open space area and provide connecting pedestrian access between the street, parking or open space areas.
6. Variation. Multi-family housing shall be designed with architectural wall variations spaced at intervals of thirty (30) to fifty (50) feet in linear width,

depending on the size of the building. The following architectural features shall be incorporated into the design of the building:

- a. Change in building materials;
- b. Building projections measuring at least twelve (12) inches in depth based on the scale of the proposed building;
- c. Awnings and lighting, or another architectural variation as approved on a case-by- case basis that creates visual interest.

7. Garages. Multi-family housing shall be designed oriented toward exterior public roads with rear loading garages or parking accessed by a paved parking area or alleyway, except along Highway 165 and 89/91, as approved. Rear loading garages are highly encouraged for buildings located on interior project roads with units oriented toward a road or common courtyard area. Front loading garages may be allowed for buildings that do not have any portion of the building adjacent to a current or planned public road or street outside of the development.

J. Site Design Standards.

1. Natural features. R-M developments shall respect and maintain natural features such as existing trees, hills, drainages, wetlands, bodies of water, or other natural features or constrained and sensitive land. The City may require the developer to identify, delineate, and describe how the development will appropriately address and obtain any required authorizations related to such features.
2. A landscaping plan for the front yards shall be included. The landscaping plan shall include at least one (1) tree for every dwelling unit, and two (2) shrub of five (1) gallon size for each dwelling units. Coniferous trees shall be at least six (6) feet in height and the deciduous trees shall be at least one and a half (1.5) inches in caliper.

K. Connectivity. R-M developments shall provide connectivity with the surrounding area and throughout the development. All improvements shall consider vehicle, bicycle, and pedestrian access.

1. Street Design: All street designs shall comply with the General Plan and Transportation Master Plan including Nibley City's street standards and connectivity requirements. Each development shall provide at least two working access points that provide access to an existing street right-of-way. Additional access points may be required in order to facilitate an adequate and convenient

* VARIANCE FOR 2500 SOUTH

circulation system within the City. Such additional access points will be located where they will implement the City's Transportation Master Plan, connect to existing street rights of way, or provide access for the logical development of adjacent, undeveloped properties.

2. All streets are encouraged to incorporate traffic calming and beautification methods as listed in Nibley City design standards and Transportation Master Plan. This included islands, bulb-outs, roundabouts, etc. Each traffic calming measure shall be approved by the City Engineer.
3. All Streets shall be dedicated public streets built to Nibley City Code and standards. Private drives shall only be built to access parking courts or garages that are located directly behind each unit.
4. Private Drives/Alleyways provide vehicular access to parking and dwelling units but do not provide primary pedestrian access to units. Private Drives are intended to be used primarily for vehicular circulation and dwelling access and should be visually distinct from streets.
 - a. Private drives shall be a minimum width of 20 ft.
 - b. All private drives shall be perpendicular, within 10 degrees, to the street they connect to.
 - c. Driveways that access a single dwelling unit are not considered private drives or an alleyway
 - d. The maintenance of all private drives, including snow clearing, shall be addressed as part of the maintenance plan
5. Developments shall provide a pedestrian access to the development border at intervals at a minimum of 660 feet unless expressly prohibited by conflicting with previously developed subdivisions or land use as determined by the land use authority. These access points shall be aligned with other trail systems, street right-of-way, or amenities and shall match the layout and size of the connection. A connection shall contain a minimum of eight ft (8') trail or sidewalks on public streets that meet Nibley City standards.
6. No dwelling units in an R-M development shall have driveway access to any arterial roadway as listed in Nibley's Transportation Master Plan. Multi-family housing units may face and have frontage along arterial roadways but must have rear loading garages. Public and private parks, open space or Buffering as defined within this chapter may also be along arterial roads.

- L. Pedestrian circulation. R-M development shall provide a circulation map and show the following improvements to for pedestrian circulation and safety.
1. Pedestrian walkways that interconnect the adjacent street(s), amenities, parking areas, building entries, adjacent sites and adjacent master planned trails where applicable. Each building located along a public road must provide a sidewalk connection from the building entrance to the public sidewalk.
 2. Walkways shall be hard surfaced with concrete.
 3. Crosswalks shall be placed where pedestrian walkways cross streets and internal roads and shall be painted or made of concrete.
 - a. The development shall provide connections to the Nibley City trail system. These trails must be dedicated to the City and built to Nibley City standards as listed in the Trails Master Plan and Nibley City Design Standards.
- M. Parking: Multi-family housing shall provide 2 primary parking spaces for each unit with 2 or bedrooms and 1.5 spaces for 1 bedroom or studio units. Primary parking must be contained in a garage, carports, driveway, or parking court. An R-M development shall provide one guest parking spot for every three units. Guest parking may be provided in parking courts or lots maintained by the property owner or owner association.
1. Individual parking courts or lots shall include landscaping with grass, trees or xeriscape plants separating parking areas of no more than 20 parking spaces Each parking area of 20 or less spaces shall be physically and visually separated by a landscape area a minimum of 10 feet in width.
 2. Parking courts or lots shall be located in the interior of the development and located between or in the rear of buildings for multi-family developments.
 3. Parking Courts or lots shall be paved and built to Nibley City parking lot standards.
 4. Interior parking structures or garages are encouraged and shall meet Nibley City Design Standards
- N. Landscaping: All portions of the lot not improved with structures or other impervious surfaces shall be maintained with suitable landscaping of plants, trees, shrubs, grasses, or similar landscaping materials.
1. Landscaping shall also be installed in all park strips to the same standards as other onsite landscaping. Asphalt, concrete, bricks, pavers, railroad ties, and

other nonvegetative material are not allowed in the park strip area between the curb and sidewalk. Xeriscaping is permitted. The developer should plant street trees of an approved species and size along all streets. Trees should be planted at intervals of every 50 feet and must meet Nibley City Standards.

2. Buffering: R-M developments shall provide buffering along Highway 89/91 or Highway 165, or along the boundary of an R-M development that is adjacent to commercial, or industrial zones. Buffering landscaping is not required if commercial or industrial zones are separated by a public street from the R-M development. Buffering shall meet the standards within this ordinance.
3. Natural Landscape: All open space land dedicated to natural use must maintain its natural landscaping and plant life.

O. Fences:

1. Permitted Fences: Dwelling units are allowed to install and construct fences in compliance with NCC 19.24.090. Vinyl fences are only permitted in an R-M development for the purpose to mark property lines of individual dwelling units.
2. Fencing to mark the boundary of the development or amenities must meet the following standards:
 - a. Opaque fences or walls must only be 4 feet tall. Any fencing above 4 feet must be at a minimum 80% transparent.
 - b. Fencing and walls must be constructed out of concrete, bricks, rock, or metal bars. Chain link fences are prohibited and vinyl fences are prohibited unless used to mark the property boundary of the dwelling unit. Wood may only be used in a rail or agricultural-type fencing. Other materials may be approved by the Planning Commission based on the longevity of the material and if the material will aesthetically enhance the property. Walls and fencing shall also comply with NCC 19.24.090 and other fencing setback requirements as contained within Nibley City Code.

P. Approval Process

1. Subdivisions within the R-M zone must complete the approval process of NCC 21.06 to ensure compliance with this section. All multifamily development that does not require a subdivision must complete the Site Plan Review Process of NCC 19.14.050.

Agenda Item #10

Description	Discussion & Consideration: Ordinance 24-08 – Rezone Parcel 03-227-0003, Located at 1301 W 2600 S, from Residential (R-2) to Mixed Residential (R-M) (First Reading)
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	Approval of Ordinance 24-08 with the following conditions: <ol style="list-style-type: none">1. The Rezone does not go into effect until and unless NCC 19.12.040(F) is amended to include Parcel 03-227-0003 as an eligible R-M area.2. The Rezone does not constitute approval of any development plan, including the concept plan provided with the rezone and code change application.
Staff Recommendation	Approval of Ordinance 24-08 with the following conditions: <ol style="list-style-type: none">1. The Rezone does not go into effect until and unless NCC 19.12.040(F) is amended to include Parcel 03-227-0003 as an eligible R-M area.2. The Rezone does not constitute approval of any development plan, including the concept plan provided with the rezone and code change application.
Reviewed By	

Background

Al Bingham, authorized representative of Wesley Nelson Farms Inc, owner of parcel 03-227-0003, located at 1301 W 2600 S, has requested a Rezone from Residential (R-2) to Mixed Residential (R-M).

Applicant Statement

What is the need for the proposed zone change?

Planned Unit Development (Townhomes)

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

Affordable housing at a lower starting point.

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

Provide affordable housing especially for first time homebuyers.

Is there any annexation of property necessary?

No

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

Commercial is to the west - residential on the east will be a bridge between the commercial and current residential

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?

2600 South and Heritage Drive (soon to be with commercial development)

In addition to these requests, the applicant has provided a concept plan to illustrate their current intentions for developing the property. It is important to note that approval of the code changes or rezone does not constitute approval of a specific development plan but may be referenced to understand the applicant's intentions for future development.

Site Context

The vacant property, currently used for agriculture is 18.94 acres. To the north is Discovery Park (disc golf course), the Spring Creek Crossing townhomes and the Sierra Commercial Business Park, which includes a body care product retail store, a machine shop, and an assistive device manufacturing facility. To the west is a vacant, commercially zoned parcel, that recently received approval for the development of a shopping center. To the south is vacant, residentially-zoned property, including Heritage Parkway, which recently received preliminary plat approval. To the east is an existing single-family neighborhood. The property is serviced by two arterial roadways, 1200 West to the East and 2600 South to the South.



General Plan Guidance

The Future Land Use Map designates this property as “medium to high 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.*

In addition, Strategy 4 of the adopted Moderate-Income Housing Plan, an appendix to the General is “Rezone for densities necessary to facilitate the production of moderate-income housing,” with a specific benchmark to consider additional areas in which the R-M zone could apply.

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.

Conditions

The Rezone does not go into effect until and unless NCC 19.12.040(F) is amended to include Parcel 03-227-0003 as an eligible R-M area.

3. The Rezone does not constitute approval of any development plan, including the concept plan provided with the rezone and code change application.

Findings

The Future Land Use Map designates this property as “medium to high density residential”

Strategy 4 of the adopted Moderate-Income Housing Plan, an appendix to the General is “Rezone for densities necessary to facilitate the production of moderate-income housing”

ORDINANCE 24-09

REZONE PARCEL 03-227-0003, LOCATED AT 1301 W 2600 S, FROM RESIDENTIAL (R-2) TO MIXED RESIDENTIAL (R-M)

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

Parcel 03-227-0003, more particularly described below, is hereby rezoned from Residential (R-2) to Mixed Residential (R-M).

Parcel 03-227-0003:

ALL OF LOT 3 WESLEY NELSON FARMS SUBDIVISION

CONT 18.94 AC

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

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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Nibley

2352 South Highway 89 / 91

07/11/2024 - 07/10/2124

Rezone, Code Change, or Master Plan Change Application

Plan Check

Application Status

New

Permit/License #

1882816

Reference Number

31cb5400-3fc9-11ef-8e3f-97ba30d8e90d

Status

Active

Application Review Status

Final-Review

Not Reviewed

Date Submitted

07/11/2024

Fees

Plan Check

\$500.00

Subtotal

\$500.00

Processing Fee

\$16.00

Total

\$516.00

Amount Paid

\$516.00

Total Due

\$0.00

Payments

07/11/2024

Online

\$500.00

Total Paid

\$516.00

Application Form Data

(Empty fields are not included)

First Name

Allen

Last Name

Bingham

Address Street

3334 West 775 North

City

Layton

State

Utah

Zip Code

84041

Phone

8012437800

Email

abingham@momentumloans.com

Is the property owner representative different from the listed property owner

no

Request Type:

Code Change

Project Address Street

2352 South Highway 89 / 91

Tax I.D. Number(s)

03-227-0003

Project Size (Acres)

18.16


Current Zoning (check all that apply)

R-2- Residential

Proposed Zoning (check all that apply)

R-M- Mixed Residential

Site Plan and Map (please attach)

 **2024-07-10 Wesley Nelson Farms - PRELIMINARY CIVIL PLANS.pdf**

What is the need for the proposed zone change?

Planned Unit Development (Townhomes)

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

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Commercial is to the west - residential on the east will be a bridge between the commercial and current residential

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?

2600 South and Heritage Drive (soon to be with commercial development)

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

 CORE - Parcel #03-227-0003 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.

Electronically Signed

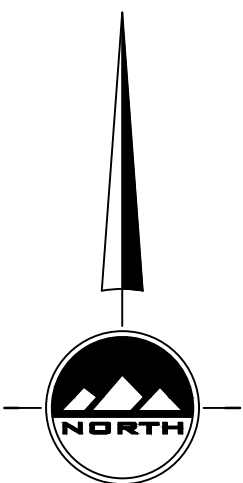
AI Bingham - 07/11/2024 3:04 pm

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811
Know what's below.
Call before you dig.

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

BENCHMARK
SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4485.35'



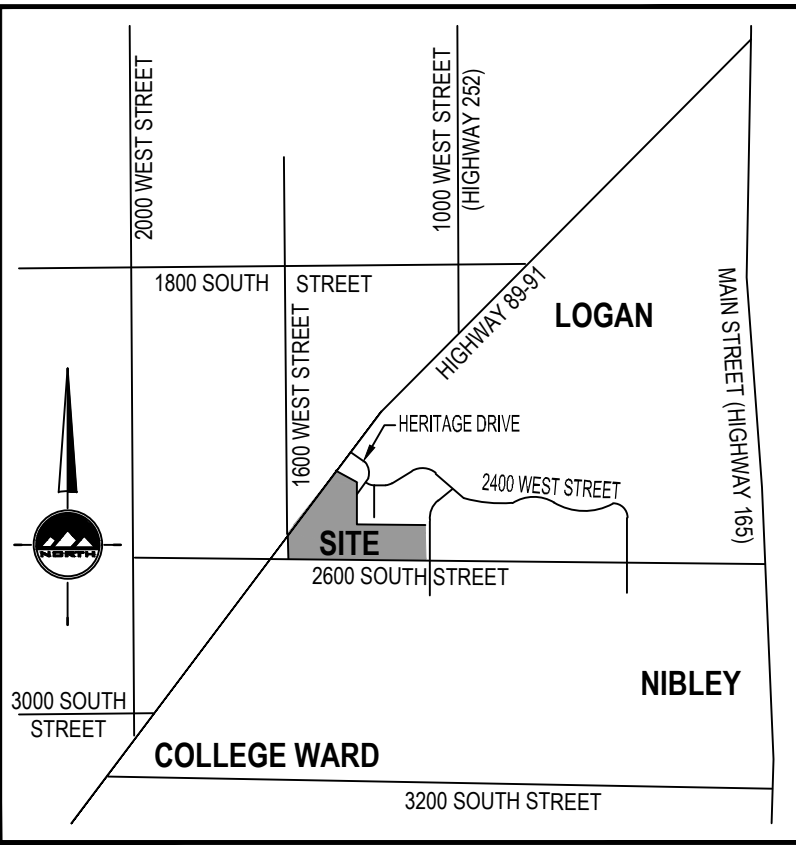
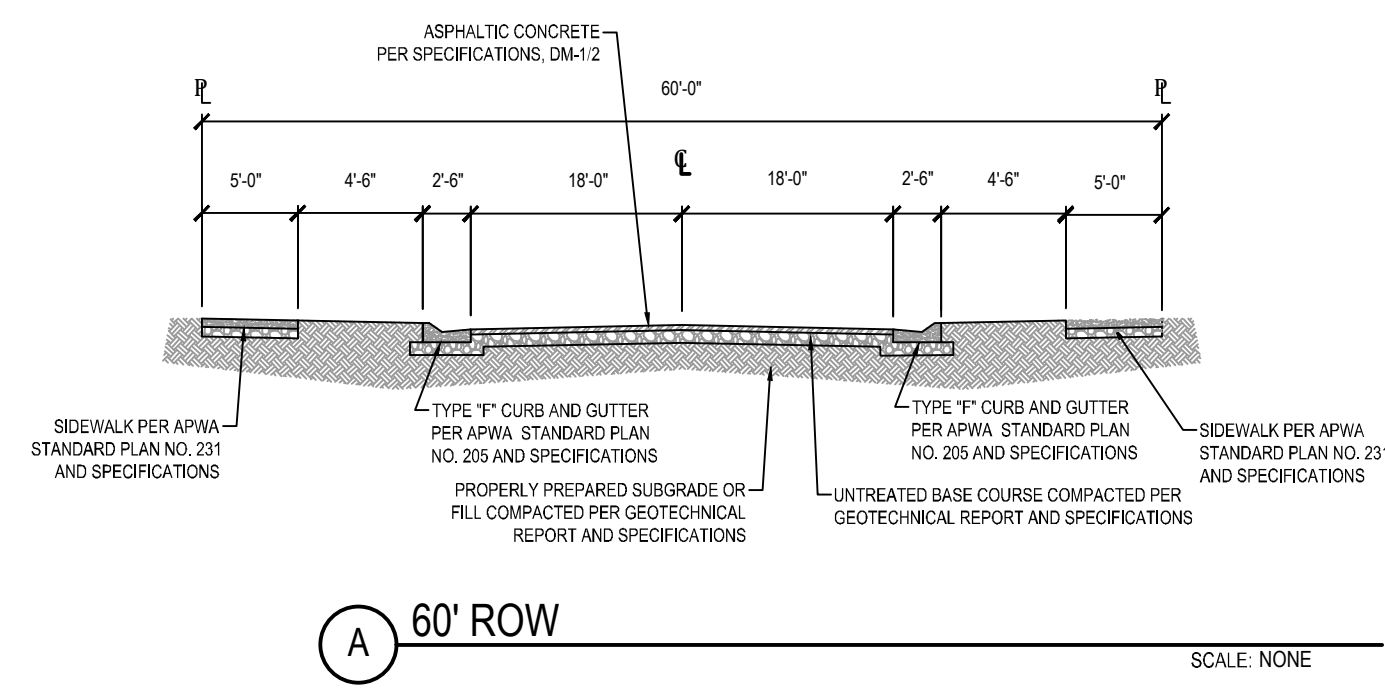
HORIZONTAL GRAPHIC SCALE
(IN FEET)
HORZ: 1 inch = 60 ft.

UNIT BREAKDOWN		
DESCRIPTION	REQUIRED	ACTUAL
6-PLEX (14)		14
5-PLEX (4)		4
4-PLEX (8)		8
3-PLEX (4)		4
TOTAL RESIDENTIAL UNITS	30	30
TOWN HOME PERCENTAGE	60% MAX	100%

TOWNHOME PARKING BREAKDOWN		
DESCRIPTION	REQUIRED	ACTUAL
PARKING REQUIRED	2 PER UNIT = 360	
VISITOR STALLS		24

LAND USE TABLE		
DESCRIPTION	REQUIRED	ACTUAL
TOTAL RESIDENTIAL AREA		2.28 ACRES
ROW		4.400 ACRES
TOTAL OPEN SPACE		138.425 3.18 ACRES
PERCENT OPEN SPACE (RESIDENTIAL AREA)	35%	36%
UNITS PER ACRE	12 MAX	13.16
TOTAL PROJECT AREA		512,172 sq ft. 11.76 ACRES
AVERAGE LOT SIZE	4,632 SF	

- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- ASPHALT PAVEMENT PER GEOTECHNICAL REPORT.
 - CONCRETE PAVEMENT PER GEOTECHNICAL REPORT.
 - DETENTION POND
 - 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231.
 - CURB AND GUTTER
 - ADA COMPLIANT RAMP PER APWA STANDARD PLAN NO. 235.1.
 - 10' ASPHALT BIKE PATH
 - PIPE DRAINAGE DITCH THROUGH NEW ROW



VICINITY MAP
NO SCALE
LOGAN, CACHE COUNTY, UTAH

- GENERAL NOTES**
- PROPERTY IS PROPOSED ZONED R-2A (PRUD).
 - SETBACKS ARE:
 - FRONT YARD SETBACK IS 20'
 - REAR YARD SETBACK IS 15'
 - SIDE YARD SETBACK IS 5' (SINGLE FAMILY)
 - SIDE YARD SETBACK IS 15' (TOWN HOME)
 - CORNER SIDE YARD SETBACK IS 20'
 - ADJACENT DEVELOPMENT SETBACK IS 30'

ENSIGN
THE STANDARD IN ENGINEERING

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

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

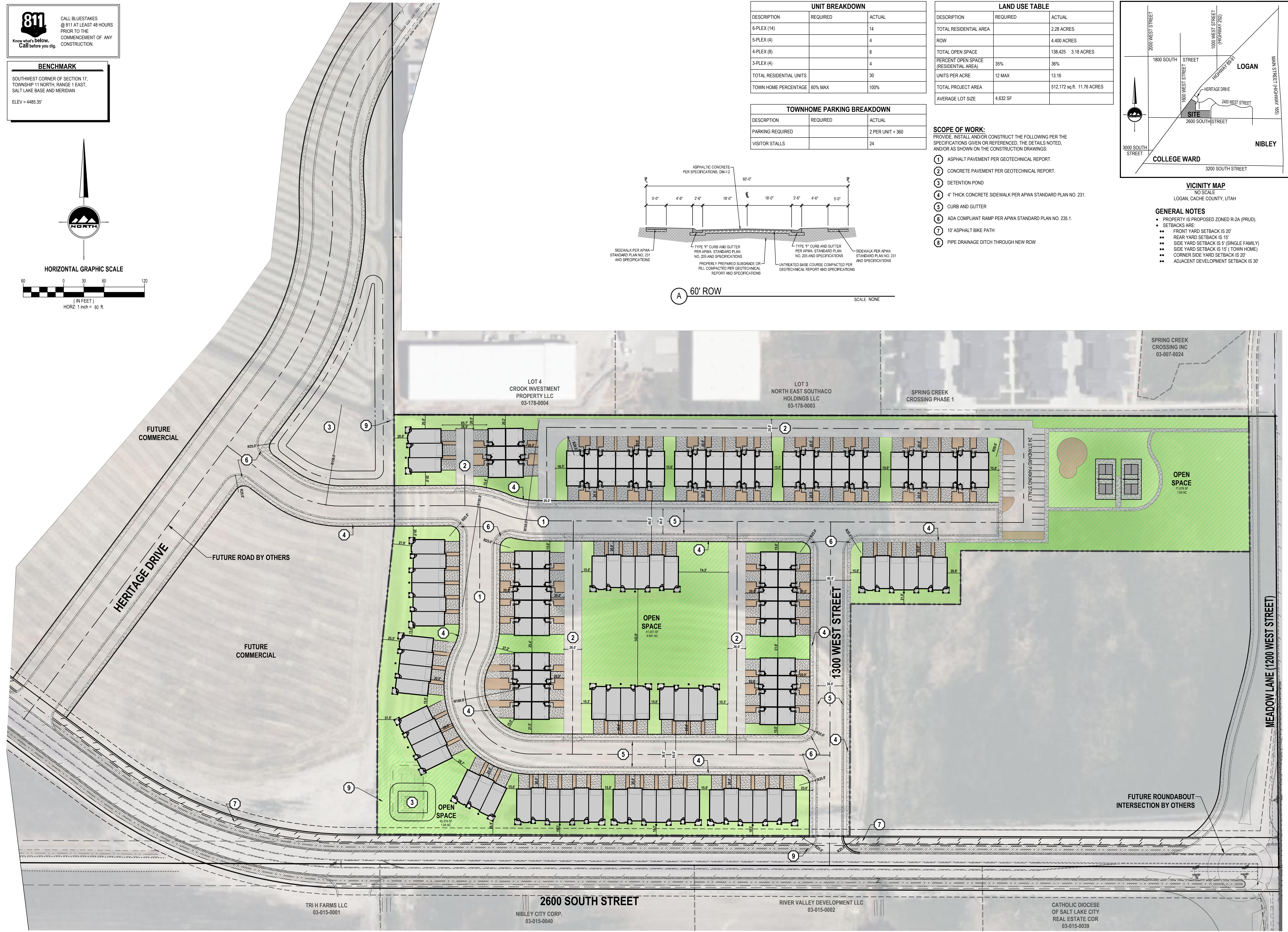
CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
WESLEY NELSON FARMS
2352 SOUTH HIGHWAY 89-91
LOGAN, UTAH 84321

CONTACT:
AL BINGHAM, PRESIDENT
PHONE: 801-243-7800



**WESLEY NELSON FARMS
TOWNHOMES**
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH

**OVERALL
PRELIMINARY PLAT**

PROJECT NUMBER: 9196
PROJECT MANAGER: T. WILLIAMS
PRINT DATE: 2024-07-10
DESIGNED BY: K. SIMMONS

1 OF 3

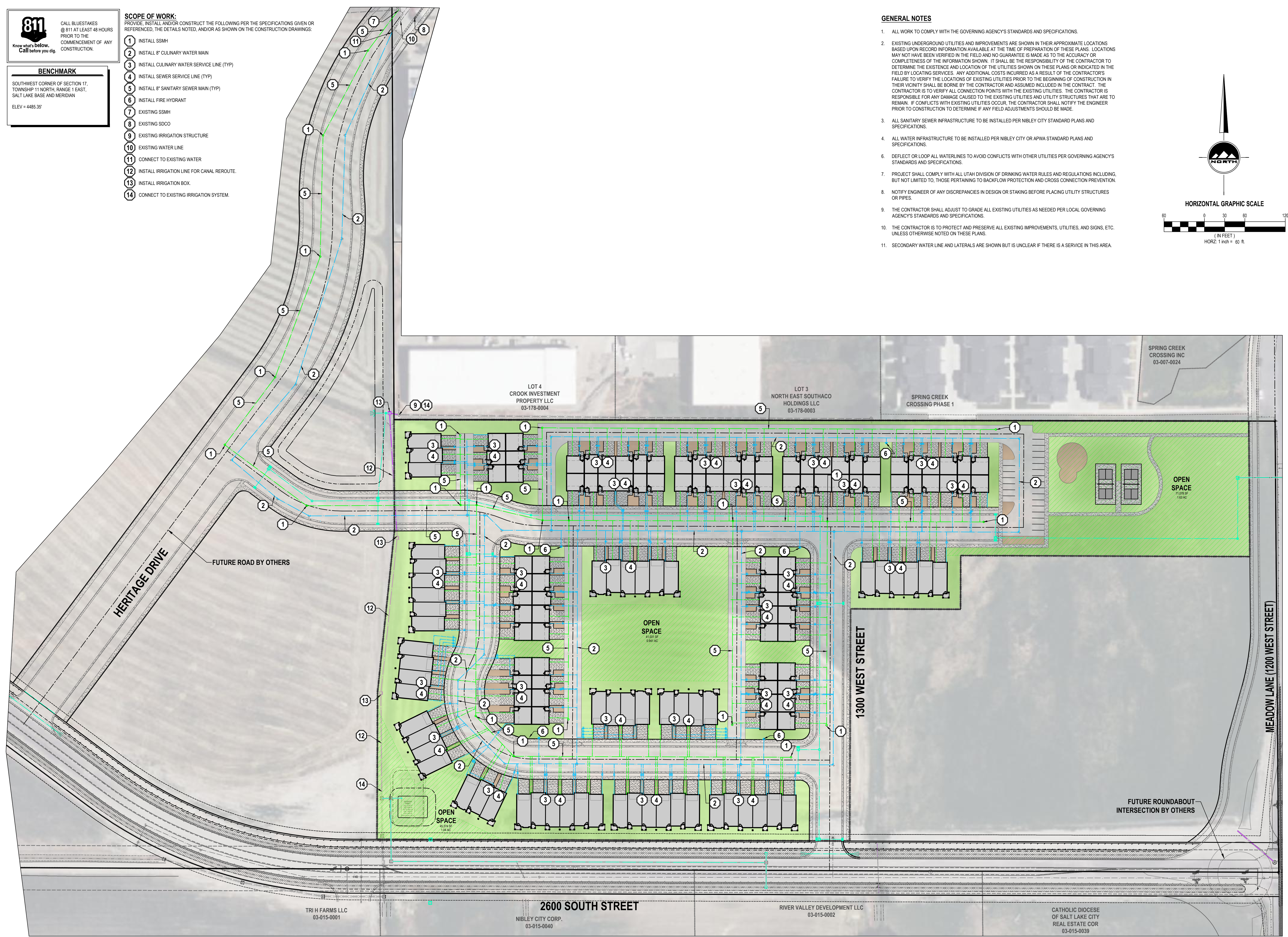
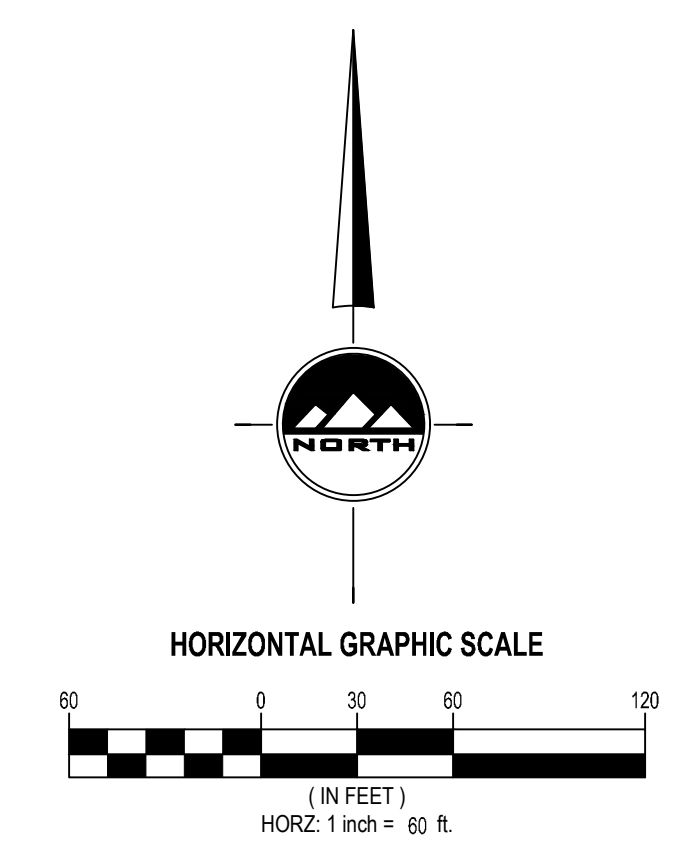
811
Know what's below.
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BENCHMARK
SOUTHWEST CORNER OF SECTION 17,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4485.35'

- SCOPE OF WORK:**
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.
- 1 INSTALL SSMH
 - 2 INSTALL 8" CULINARY WATER MAIN
 - 3 INSTALL CULINARY WATER SERVICE LINE (TYP)
 - 4 INSTALL SEWER SERVICE LINE (TYP)
 - 5 INSTALL 8" SANITARY SEWER MAIN (TYP)
 - 6 INSTALL FIRE HYDRANT
 - 7 EXISTING SSMH
 - 8 EXISTING SDOO
 - 9 EXISTING IRRIGATION STRUCTURE
 - 10 EXISTING WATER LINE
 - 11 CONNECT TO EXISTING WATER
 - 12 INSTALL IRRIGATION LINE FOR CANAL REROUTE.
 - 13 INSTALL IRRIGATION BOX.
 - 14 CONNECT TO EXISTING IRRIGATION SYSTEM.

GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER NIBLEY CITY STANDARD PLANS AND SPECIFICATIONS.
4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER NIBLEY CITY OR APWA STANDARD PLANS AND SPECIFICATIONS.
6. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
7. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
8. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
9. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
11. SECONDARY WATER LINE AND LATERALS ARE SHOWN BUT IS UNCLEAR IF THERE IS A SERVICE IN THIS AREA.



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FOR:
WESLEY NELSON FARMS
2352 SOUTH HIGHWAY 89-91
LOGAN, UTAH 84321

CONTACT:
AL BINGHAM, PRESIDENT
PHONE: 801-243-7800

**WESLEY NELSON FARMS
TOWNHOMES**
2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH

**PRELIMINARY
UTILITY PLAN**

PROJECT NUMBER: 9196 PRINT DATE: 2024-07-10
PROJECT MANAGER: T. WILLIAMS DESIGNED BY: K. SIMMONS

2 OF 3

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- SCOPE OF WORK:**
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- 1 INSTALL SDCO
 - 2 INSTALL SDCB
 - 3 INSTALL SD LINE
 - 4 INSTALL SDCO COMBO BOX
 - 5 CONNECT TO PROPOSED IRRIGATION BOX
 - 6 INSTALL POND CONTROL STRUCTURE
 - 7 EXIST CONTROL STRUCTURE
 - 8 EXIST FLARED END STRUCTURE
 - 9 EXIST DETENTION POND
 - 10 INSTALL IRR LINE
 - 11 INSTALL FLARED END STRUCTURE

Detention Calculations (100-year storm)

Basin Tributary Area 478,171 SF
Runoff coefficient C: 0.660
Release Rate 0.20 cfs/acre
Peak Release 2.195 cfs

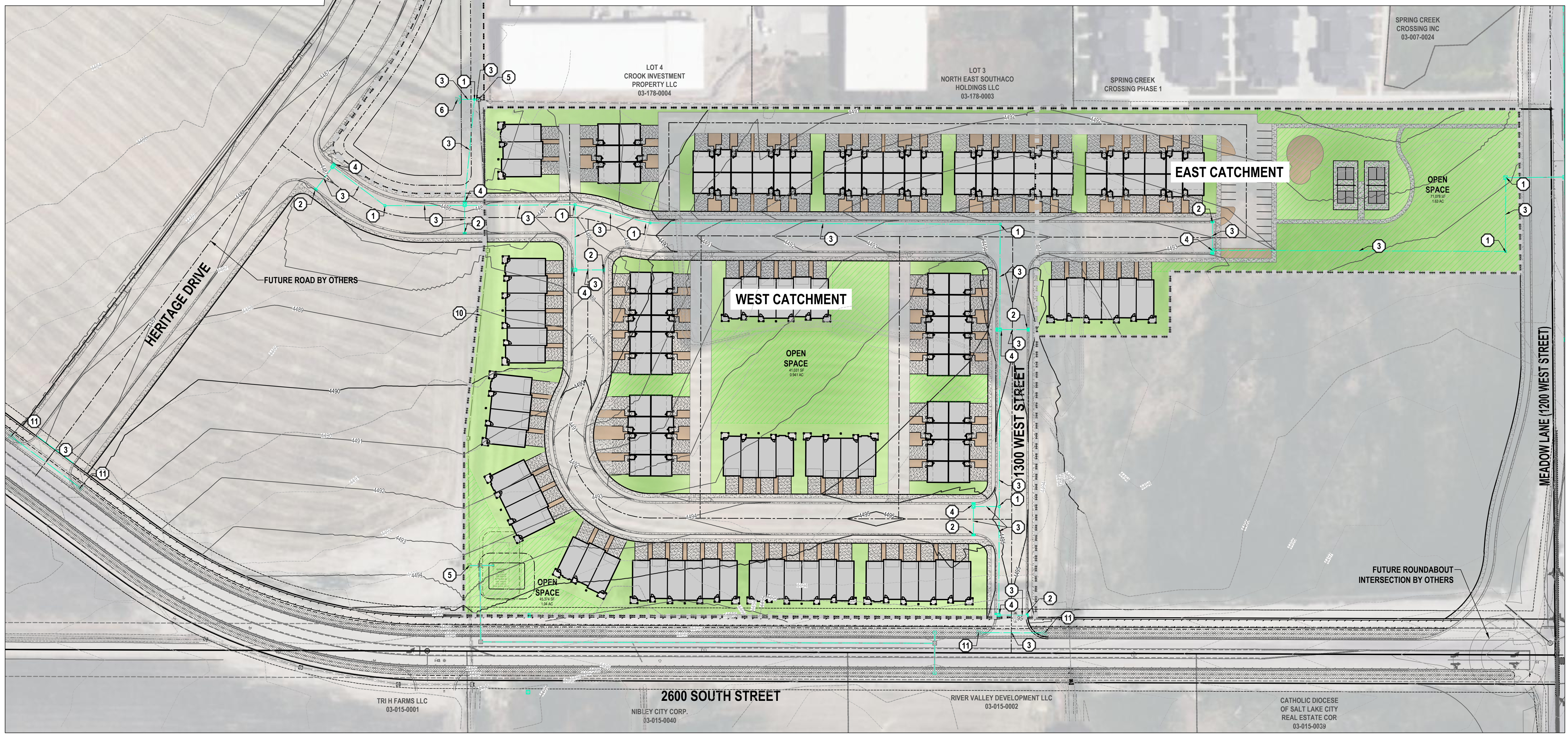
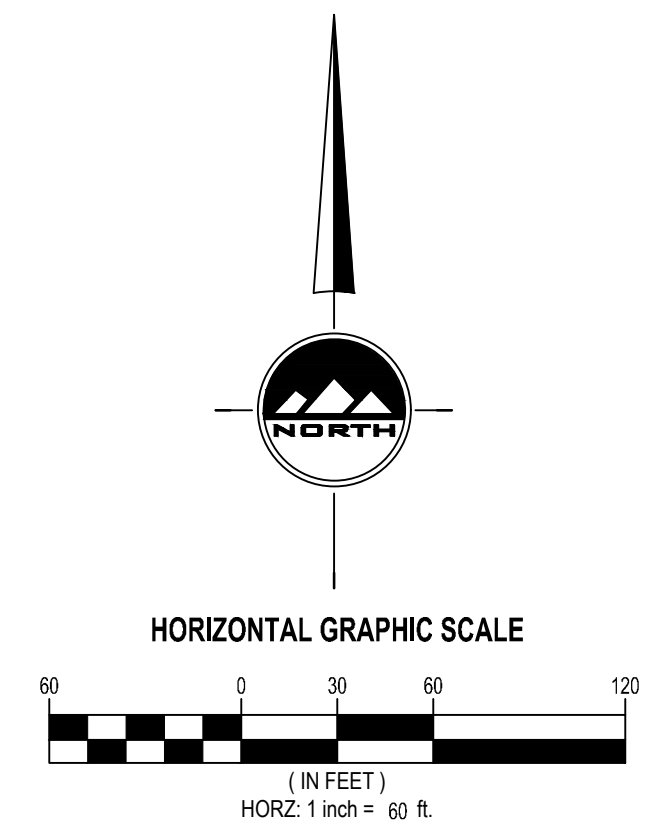
Time (min)	i(in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge (c.f.)	Required Storage (c.f.)
5	5.53	12,012	659	11,354
10	4.21	18,290	1,317	16,973
15	3.48	22,678	1,976	20,702
30	2.34	30,498	3,952	26,546
60	1.45	37,797	7,904	29,893
120	0.82	42,958	15,807	27,150
180	0.58	45,512	23,711	21,801
360	0.35	54,114	47,422	6,692
720	0.21	66,313	94,844	(28,530)
1440	0.13	80,702	189,688	(108,985)
2880	0.07	92,589	379,375	(286,787)
Required Detention:				29,893
Provided Detention:				-

Detention Calculations (100-year storm)

Basin Tributary Area 131,704 SF
Runoff coefficient C: 0.493
Release Rate NA cfs/acre
Peak Release NA cfs

Time (min)	i(in/hr)	Cumulative Runoff to Basin (c.f.)	Net Allowed Basin** Discharge	Required Storage (c.f.)
5	5.53	2,474	2,474	-
10	4.21	3,767	3,767	-
15	3.48	4,671	4,671	-
30	2.34	6,281	6,281	-
60	1.45	7,785	7,785	-
120	0.82	8,848	8,848	-
180	0.58	9,374	9,374	-
360	0.35	11,146	11,146	-
720	0.21	13,658	13,658	-
1440	0.13	16,622	16,622	-
2880	0.07	19,070	19,070	-
Required Detention:				-

- GENERAL NOTES**
1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
 3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
 4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
 5. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
 6. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
 7. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
 8. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER NIBLEY CITY OR APWA STANDARD PLANS AND SPECIFICATIONS.
 9. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
 10. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 11. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
 12. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
 13. EAST BASIN OUTFALLS TO CITY INFRASTRUCTURE TO 1200 WEST STREET.



ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
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Layton, UT 84041
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FOR:
WESLEY NELSON FARMS
2352 SOUTH HIGHWAY 89-91
LOGAN, UTAH 84321

CONTACT:
AL BINGHAM, PRESIDENT
PHONE: 801-243-7800

**WESLEY NELSON FARMS
TOWNHOMES**

2352 SOUTH HIGHWAY 89-91
NIBLEY, UTAH

PRELIMINARY
GRADING PLAN

PROJECT NUMBER 9196
PRINT DATE 2024-07-10

PROJECT MANAGER T. WILLIAMS
DESIGNED BY K. SIMMONS

3 OF 3

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Agenda Item #11

Description	Discussion and Consideration: Ordinance 24-10 – Development Agreement with Stokes Nature Center for the Construction of an Outdoor Learning Space and Nature Park on Parcel 03-004-0011, Located at 99 W 2600 S, Setting Forth Conditions and Standards for its Construction, Including Exceptions to Requirements for the Inclusion of Public Trails and the Dedication of Water Shares or Rights (First Reading)
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	Approval of Ordinance 24-10: Development Agreement with Stokes Nature Center for the construction of an Outdoor Learning Space and Nature Park on parcel 03-004-0011, located at 99 W 2600 S, setting forth conditions and standards for its construction, including exceptions to requirements for the inclusion of public trails and the dedication of water shares or rights
Staff Recommendation	Approval of Ordinance 24-10: Development Agreement with Stokes Nature Center for the construction of an Outdoor Learning Space and Nature Park on parcel 03-004-0011, located at 99 W 2600 S, setting forth conditions and standards for its construction, including exceptions to requirements for the inclusion of public trails and the dedication of water shares or rights
Reviewed By	

Background:

On June 27, 2024, the Planning Commission approved a concept plan for a Stokes Nature Center Outdoor Classroom & Nature Park with the following conditions:

1. The applicant will be required to resolve all plan review comments of City Staff.
2. The applicant must complete and record a Post Construction Stormwater Agreement
3. A Development Agreement must be reviewed by Planning Commission and approved by City Council which provides an exception to Nibley City Code requirements for the provision of public trails and dedication of water rights or shares to support projected outdoor water use.

4. The applicant is required to dedicate additional Right-of-Way for 2600 S in accordance with Transportation Master Plan and dedicate a 10' public utility easement

The proposed agreement is in support of condition 3 noted above.

The adopted Trails Master Plan includes 10' wide major trails through the site. The applicant has expressed that due to the conservation easement restrictions on the property, which is held by Utah Department of Wildlife Resources (UDWR), public trails are not allowed on the property. The applicant would like to petition the City to consider a development agreement that would except them from this requirement, due to this restriction.



1Nibley Master Trails Plan excerpt

NCC 19.24.220(E) provides that water rights or shares must be provided with new development at a rate of 1 share of water stock per acre to be developed. In addition, developers are required in all zones, to provide Nibley City with water shares or rights sufficient to serve the culinary needs of the development in accordance with Utah R201-510. The applicant has proposed to retain existing shares to use for irrigation purposes across the site. Similar to the trail exception noted above, this would require an exception within the development agreement. Staff recommends that, at a minimum, the applicant be required to provide water shares or rights sufficient to service to projected indoor culinary use.

Specifically, the proposed agreement provides the following provisions:

1. The Developer is required to provide its own irrigation water for the development and dedicate to the City sufficient shares to service the culinary needs of the development. No culinary water shall be used for irrigation purposes by the Nature Park.
2. Other than the 10 ft wide pathway on 2600 South, The City agrees to except this Development from the requirement to build or dedicate land for trails in accordance with the Nibley City Trails Master Plan and Nibley City Code 21.12.060(F)(1).

3. The Developer agrees to dedicate additional right of way for the construction of 40 ft of the width, measuring from the center line of 2600 South on the front of the Development and meet current arterial roadway standards. Stormwater curb cuts along 2600 S. will be designed to prevent excessive spread outside the gutter pan.
4. Developer shall complete and record a post construction Storm Water Maintenance Agreement.
5. Developer shall provide a new water meter outside of the swale for serving the Development.

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ORDINANCE 24-10

DEVELOPMENT AGREEMENT WITH STOKES NATURE CENTER FOR THE CONSTRUCTION OF AN OUTDOOR LEARNING SPACE AND NATURE PARK ON PARCEL 03-004-0011, LOCATED AT 99 W 2600 S, SETTING FORTH CONDITIONS AND STANDARDS FOR ITS CONSTRUCTION, INCLUDING EXCEPTIONS TO REQUIREMENTS FOR THE INCLUSION OF PUBLIC TRAILS AND THE DEDICATION OF WATER SHARES OR RIGHTS

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, The Planning Commission has conditionally approved a Site Plan for the construction of an outdoor learning space and nature park; and

WHEREAS, Stokes Nature Center has indicated that the provision of a public trail would be a violation of the conservation easement held by the Utah Division of Wildlife Resources; and

WHEREAS, Stokes Nature Center has demonstrated the ability to irrigate the property's intended outdoor use without culinary water use.

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 WITH THE STOKES NATURE CENTER

This Development Agreement (“**Agreement**”) is entered into by NIBLEY CITY (“**City**”) and STOKES NATURE CENTER, a 501(c)(3) non-profit organization (“**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 9.77 acres, which property is more particularly described as:

Parcel #03-004-0011

BEG 20 RDS N & 16 RDS E OF SW COR OF SE/4 OF SE/4 SEC 16 T 11N R 1E, TH N 3 RDS W 13 RDS N 13 RDS W 3 RDS N 89 FT E 670 FT SE'LY TO PT E OF BEG W TO BEG CONT 4.95 AC SUBJ TO PIPELINE EASEMENT 453/515 ALSO: BEG 683 FT N & 679 FT W FROM SE COR SEC 16 T 11N R 1E, TH E 132.5 FT SE'LY TO W LINE OF STATE ROAD, S'LY ALG SD W LINE TO ITS INTERSECT WITH S LINE OF SE/4 SD SEC 16 W 744 FT N 20 RDS E IN NIBLEY CORP LIMITS TO ITS CHANGE IN DIRECTION RUNNING NW'LY TH NW'LY TO BEG CONT 6.42 AC LESS 0.06 AC TO UDOT 485/881 LESS: BEG AT S/4 COR SEC 16 T 11N R 1E & TH S 89*56'07" E 2198.5 FT ALG SEC LN TH N 0*03'53" E 16.5 FT TO N LN OF 2600 S ST & TRUE POB TH S 89*56'07" E 122.02 FT ALG SD ST TO W LN OF HWY 165 TH ALG HWY IN 3 COURSES: N 34*54'26" E 14.95 FT TH N 1*17'40" W 402.77 FT TH N 2*55'10" W 62.39 FT TH LEAVING HWY N 40*46'48" W 33.75 FT TH S 37*16'04" W 251.25 FT TH S 10*27'39" E 307.83 FT TO TRUE POB CONT 1.54 AC M/B (0027) NET 4.82 AC CONT 9.77 AC M/L IN ALL A R/W OVER 1 RD IN WIDTH ON BOTH SIDES & RUNNING FULL LENGTH OF ALL QUARTER SEC LINES WITHIN SD SEC WHICH IS RESERVED & FOREVER DEDICATED TO THE PUBLIC USE AS HIGHWAYS

- B. The Development is zoned under applicable City land use regulations as Park/School Zone (“**Zoning**”).
- C. Developer desires to create an outdoor learning space for preschool and elementary use that will also be used as a nature park and location for outdoor events (“**Nature Park**”).
- D. Developer has prepared a site plan and documents for the Development, which plans show the proposed uses and improvements for the Development (“**Site Plan**”), which Site Plan is 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. Developer shall be subject to all land use decision, including as detailed in the Record of Decision dated June 28, 2024 by the Nibley City Planning Commission attached here as Exhibit B. 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 any current non-conforming status of the Development.

2. **Construction of Nature Park.** Developer shall be entitled to construct, and maintain the Nature Park in a manner substantially similar to and in substantial compliance with the Site Plan, 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 Site Plan and this Agreement.

- a. Improvements. Improvements including a pavilion, picnic tables, yurts, and other improvements shall be constructed in accordance with the site plan as shown in Exhibit A. Deviations or additions to the Site Plan shall receive direct approval from the City before they are initiated.
- b. Permits: Permits shall be obtained for all improvements as required under the Nibley City Code and shall conform to all design standards imposed by the Nibley City Code on like structures.
- c. Water Rights: The Developer shall be required to provide its own irrigation water for the Development. For irrigation, the Developer agrees to maintain _____ water shares that are sufficient for the needs of the Nature Park. Developer agrees to make

reasonable efforts to ensure that these water shares will always be available to maintain the Nature Park during its existence. The Developer shall dedicate to the City ____ shares of culinary water for use on the Development. No culinary water shall be used for irrigation purposes by the Nature Park.

- d. Trail: Other than the 10 ft wide pathway on 2600 South, The City agrees to except this Development from the requirement to build or dedicate land for trails in accordance with the Nibley City Trails Master Plan and Nibley City Code 21.12.060(F)(1).
 - e. Road: The Developer agrees to dedicate additional right of way for the construction of 40 ft of the width, measuring from the center line of 2600 South on the front of the Development as depicted on the City's Master Transportation Plan as well as a 10 ft-wide public utility easement fronting 2600 S. The 40-ft represents half of the width 2600 S. The Developer shall provide for the construction or an improvement warranty for the construction of 2600 S. to the current arterial standards which include but are not limited to the following standards:
 - 1. 6-inches of asphalt
 - 2. 8-inches of base course
 - 3. 12-inches of granular borrow
 - 4. Provide striping for a bike lane
 - 5. Provide for the construction of a sidewalk, curb and gutter
 - 6. Provide a streetlight on 2600 S. in accordance with City standards.
 - f. Stormwater Maintenance Agreement: Developer shall complete and record a post construction Storm Water Maintenance Agreement.
 - g. Water Meter: Developer shall provide a new water meter outside of the swale for serving the Development in accordance with City standards, or shall provide for grading the ground around the existing water meter to prevent flooding, which grading must be approved by the City.
 - h. Stormwater: Storm water curb cuts along 2600 S. will be designed to prevent excessive spread outside the gutter pan as determined by Nibley City.
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 Nature Park in a manner substantially similar to and in substantial compliance with the Site Plan and this Agreement, provided that Developer may adjust the final placement or location of the Site Plan and improvements within and upon the Development as approved by the City and through the City building permit review and approval processes.
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 begin construction on improvements with the Nature Park within twelve (12) months after the effective date of this Agreement, or fails to complete the construction of the Nature Park 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, severable, 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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Calculated By: Craig Rasmussen, S.E.

Date 31-Jul-24

Stokes Nature Center - Water Use Calculation

Proposed Site Use *	No. Facility Users	Usage Per Month	Partial Day Use	Equiv. Person Days/Month	Months Per Year	Annual Person Days
Outdoor Learning Space	10	16	0.5	80	5	400
Field Trips	28	2	0.3	16.8	6	100.8
Special Events - Pavilion	30	2	0.3	18	8	144
Amphitheater	60	2	0.25	30	6	180
Yurts (2)	50	5	0.5	125	8	1000
Nature Park Standard Use (avg)	65	12	0.3	234	5	1170
Nature Park Special Events	175	0.5	0.25	21.875	5	109.4
Total						3104.175
Use						3105
gallons per day/person						20
Average Yearly Demand (gallons)						62,100
Acre-feet						0.191

Utah Code R309-510-7. Source Sizing

(2) Indoor Water Use. Table 510-1

Semi-Developed Camp 20 gpd/person

Peak Day Demand

Per Note 1. Average Yearly Demand shall be calculated by multiplying the number of days the system is in the operating period times the peak day demand.

* Proposed Site Use data is as noted in the 17 June 2024 Stokes Nature Center Site Plan Review Document

Table 510-1 Source Demand for Indoor Use		
Type of Connection	Peak Day Demand	Average Yearly Demand
Year-Round Use		
Residential	800 gpd/conn	146,000 gal./conn
Equivalent Residential Connection (ERC)	800 gpd/ERC	146,000 gal./ERC
Seasonal / Non-Residential Use		
Modern Recreation Camp	60 gpd/person	(See Note 1)
Semi-Developed Camp		
a. With pit privies	5 gpd/person	(See Note 1)
b. With flush toilets	20 gpd/person	(See Note 1)
Hotels, Motel & Resort	150 gpd/unit	(See Note 1)
Labor Camp	50 gpd/person	(See Note 1)
Recreational Vehicle Park	100 gpd/pad	(See Note 1)
Roadway Rest Stop	7 gpd/vehicle	(See Note 1)
Recreational Home Development (i.e., developments with limited water use) [See Note 2]	400 gpd/conn	(See Note 1)

NOTES FOR TABLE 510-1:

Note 1. Average yearly demand shall be calculated by multiplying the number of days in the designated water system operating period by the peak day demand unless a reduction has been granted in accordance with R309-510-5.

Note 2. To be considered a Recreational Home Development (i.e., developments with limited water use) as listed in Table 510-1, dwellings shall not have more than 8 plumbing fixture units, in accordance with the state-adopted plumbing code, and shall not be larger than 1,000 square feet. For a new not-yet-constructed development to be considered as a development with limited water use, it must have enforceable restrictions in place that are enforced by the water system or local authority and are accepted by the Director.

Guidance: The Division of Drinking Water is in the process of proposing a study to gather water use data from public water systems representing various sizes, types, and locations throughout the state. The residential source demand requirements in Table 510-1 will be re-evaluated based on the water use study data.

TABLE 510-2 Source Demand for Indoor Use - Individual Establishments (Note 1)	
Type of Establishment	Peak Day Demand (gpd) (Notes 2 & 3)
Airports	3

Agenda Item #12

Description	Discussion & Consideration: Resolution 24-19 – Request for a Waiver of Various Fees - Stokes Nature Center (First Reading)
Presenter	Justin Maughan, Nibley City Manager
Planning Commission Recommendation	NA
Staff Recommendation	Staff has no recommendation; this is a legislative/budgetary decision.
Reviewed By	

Background

Stokes Nature Center is a non-profit community organization who's mission is to "Build Community Through Nature". They own parcel# 03-004-0011, near the intersection of 2600 South and Hwy 165. Stokes has been working on developing the site for years, , have received significant funds through grants, and believe that they will be ready to move forward soon, and have made an application for approval of a commercial site. As part of the application, they wish to build a pre-school, nature path, community gardens and other outdoor amenities. Public access to the site is planned to be Friday through Sunday during business hours. The property is currently encumbered with conservation easement held by the Utah Division of Wildlife Resources.

Stokes has requested that the City fee's associated with development be waived. The fee's in question are outlined in the table below, and total: \$13,395.00. The nature of these fee's are to cover the cost of staff time dedicated to the project through the review and construction process.

Of note is the history with Stokes, and the waiving of Impact Fees. Due to the organization's recreational component, a Park Impact Fee would not be charged with the proposed development. However, the other impact fees would normally apply, but have been waived by the City Council at various times over the past few years:

Water Impact: \$1,950.00

Sewer Impact: \$1,725.00

Transportation Impact: \$1,426.00 (depending on size of structure)

In Total, a little over \$5,000 in Impact Fees have been waived. As a reminder, Impact Fees are fees imposed on new development, to offset the impact of their development on existing systems. In other words, to not put any more burden on the existing residents of the City, due to the new development.

PROJECT NAME STOKES NATURE CENTER OUTDOOR CLASSROOMS
Other Fees are collected with Building Permits

Date

Fees Total \$ 13,394.90

Building Permits & Impact Fees		Quantity	Fee
Water Connection Fee (each)	\$ 700.00		\$ -
Development Fees			
Road Cut Fee (each) (1/2 is returned upon completion)	\$3,000.00	1	\$ 3,000.00
Stormwater for Regional Ponds (per plot)	\$3,000.00		\$ -
Sunrise Retention Basin	\$ 2,600.00		\$ -
Hansen/Zilles Retention Basin	\$ 2,600.00		\$ -

Charges for Services			Quantity	Fee
Planning Review Fees				
Item	Rate			
Public Notice Fee	\$150.00	1		\$ 150.00
Development Agreement Fee	\$200.00	1		\$ 200.00
Preliminary Plat Fee	\$700 + \$30 per lot			\$0
Final Plat Fee \$1700 + \$60 per lot	\$1700 + \$60 per lot			\$0
Public Works Inspection Fee- Development/Subdivision 0.0075 x bond amount	0.0075 x bond amount			\$ -
Public Works Inspection Fee for Commercial Development 0.0075 x bond amount	0.0075 x bond amount	175,000.00		\$ 1,312.50
Minor Subdivision Fee \$700 + \$60 per lot	\$700 + \$60 per lot			\$0
Commercial Site Plan Review Fee (Maximum \$2500)	\$100/1000 Sq. Ft.	130,680.00		\$ 2,500.00
Water Modeling Fee	\$450 base + \$35 per unit			\$0
Sewer modeling fee	\$650 base + \$35 per unit			\$0
Stormwater Inspection Fee Development/Subdivision	\$750 per acre of development			\$0
Stormwater Inspection Fee Residential	\$150 per year			\$ -
Stormwater Inspection Fee Commercial	\$1500 per acre (min \$500)	3.00		\$ 4,500.00
Asphalt Preservation (per Square Foot)	\$0.284	6,100.00		\$ 1,732.40
Water Connection Fee	\$550.00			\$ -
Sewer Connection Fee 4-inch	\$500.00			\$ -
Sewer Connection Fee 6-inch	\$750.00			\$ -
Sewer Connection Fee 8-inch and larger	\$1,250.00			\$ -
Sewer Connection Fee Multi-family (per unit)	\$300.00			\$ -
Fee in Lieu of Water Shares (per Acre-Ft)- For Previously Approved Developments)	\$2,500.00			\$ -
Right of Way Permit	\$150.00			\$ -
Right of Way Underground Utility and Facility Management Fee (per lineal foot)	\$0.45			\$ -
Narrow Trench Encroachment Permit Fee (Per lineal foot)	\$0.45			\$ -
Road cut Fee (1/2 is refundable after successful 1-year warranty)	\$3,000.00			\$ -

RESOLUTION 24-19

**A RESOLUTION WAIVING DEVELOPMENT FEES
FOR THE STOKES NATURE CENTER**

WHEREAS, the Stokes Nature Center (“the Center”), a registered 501(c)(3), educational, non-profit organization, owns property located within the area served by the Nibley City water and sewer systems; and

WHEREAS, the Center has made application to the Nibley City Council to waive the required development fees; and

WHEREAS, the Center’s stated intent is to engage with the City in educational program planning on a variety of topics which may include, but is not limited to: nature tours, merit badge classes, concerts, family programming and summer classes; and

WHEREAS, the Nibley City Council has determined that the Center’s future plans are of such a benefit to the community as a whole, that the development fees should be waived.

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

1. The Stokes Nature Center shall not be charged \$13,394.90 in development fees as outlined on attached development fee schedule.

Dated this _____ day of _____, 2024

Larry Jacobsen, Mayor

ATTEST

Cheryl Bodily, City Recorder

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PROJECT NAME STOKES NATURE CENTER OUTDOOR CLASSROOMS

Other Fees are collected with Building Permits

Date

Fees Total \$ 13,394.90

Building Permits & Impact Fees		Quantity	Fee
Water Connection Fee (each)	\$ 700.00		\$ -
Development Fees			
Road Cut Fee (each) (1/2 is returned upon completion)	\$3,000.00	1	\$ 3,000.00
Stormwater for Regional Ponds (per plot)	\$3,000.00		\$ -
Sunrise Retention Basin	\$ 2,600.00		\$ -
Hansen/Zilles Retention Basin	\$ 2,600.00		\$ -

Charges for Services		Quantity	Fee
Planning Review Fees			
Item	Rate		
Public Notice Fee	\$150.00	1	\$ 150.00
Development Agreement Fee	\$200.00	1	\$ 200.00
Preliminary Plat Fee	\$700 + \$30 per lot		\$0
Final Plat Fee \$1700 + \$60 per lot	\$1700 + \$60 per lot		\$0
Public Works Inspection Fee- Development/Subdivision 0.0075 x bond amount	0.0075 x bond amount		\$ -
Public Works Inspection Fee for Commercial Development 0.0075 x bond amount	0.0075 x bond amount	175,000.00	\$ 1,312.50
Minor Subdivision Fee \$700 + \$60 per lot	\$700 + \$60 per lot		\$0
Commercial Site Plan Review Fee (Maximum \$2500)	\$100/1000 Sq. Ft.	130,680.00	\$ 2,500.00
Water Modeling Fee	\$450 base + \$35 per unit		\$0
Sewer modeling fee	\$650 base + \$35 per unit		\$0
Stormwater Inspection Fee Development/Subdivision	\$750 per acre of development		\$0
Stormwater Inspection Fee Residential	\$150 per year		\$ -
Stormwater Inspection Fee Commercial	\$1500 per acre (min \$500)	3.00	\$ 4,500.00
Asphalt Preservation (per Square Foot)	\$0.284	6,100.00	\$ 1,732.40
Water Connection Fee	\$550.00		\$ -
Sewer Connection Fee 4-inch	\$500.00		\$ -
Sewer Connection Fee 6-inch	\$750.00		\$ -
Sewer Connection Fee 8-inch and larger	\$1,250.00		\$ -
Sewer Connection Fee Multi-family (per unit)	\$300.00		\$ -
Fee in Lieu of Water Shares (per Acre-Ft)- For Previously Approved Developments)	\$2,500.00		\$ -
Right of Way Permit	\$150.00		\$ -
Right of Way Underground Utility and Facility Management Fee (per lineal foot)	\$0.45		\$ -
Narrow Trench Encroachment Permit Fee (Per lineal foot)	\$0.45		\$ -
Road cut Fee (1/2 is refundable after successful 1-year warranty)	\$3,000.00		\$ -

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Description	Discussion & Consideration: Resolution 24-18 – A Resolution Indicating the Intent to Adjust the Municipal Boundary Between The City of Logan and Nibley City (Second Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve Resolution 24-18 – A Resolution Indicating the Intent to Adjust the Municipal Boundary Between The City of Logan and Nibley City
Reviewed By	City Manager, City Planner, City Recorder, Mayor, City Attorney

Additional Background Since 8-1-24

The Logan City Council approved Resolution #27-24 at their meeting on 8-6-24. If the Nibley City Council passes their own resolution, the public notification process can get started and hearing dates can be established for actual Ordinance adoptions.

Background

No new information

Previous Background Information

Watermark, LLC, currently owns property adjacent to Nibley City that is within the municipal boundaries of Logan City near 1200 W 2200 S. They have approached both cities with the intent to disconnect from Logan City and annex to Nibley City. Watermark LLC previously entered into an annexation agreement with Nibley City that allows for the development of 180 residential units (multi-family & townhome) and grants R-M (mixed residential) zoning upon annexation to Nibley City. The recorded annexation agreement is included in the packet (recorded 09/06/2023).

Logan City and Nibley City Staff have coordinated on the boundary adjustment and would like to jointly propose that in addition to the Watermark-owned properties, two additional residential properties south of 2200 S and east of Hwy 89/91, and a remainder piece of the Thomas Edison Charter School, be included in the boundary adjustment. This piece of property is within the same parcel that the school is located and was obtained through a parcel boundary adjustment but never annexed into Nibley City. All of the proposed property is included in Nibley City’s annexation declaration area and may be serviced with Nibley City services.

Utah Code 10-2-419 provides the procedure for a boundary adjustment. The first step in the process is for each municipality to adopt a resolution indicating the intent of the

municipal legislative body to adjust a common boundary. Upon adopting this resolution, City Staff will provide required noticing, then the City Council may hold a public hearing to consider an ordinance that would approve the boundary adjustment. All of the required steps in the process are being coordinated with Logan City. The following dates are planned for this process:

July 11- Nibley City Council considers resolution Indicating the Intent to Adjust the Municipal Boundary Between The City of Logan and Nibley City

July 16- Logan City Council considers resolution Indicating the Intent to Adjust the Municipal Boundary Between The City of Logan and Nibley City

July 17- Required noticing begins

August 20- Logan City Council considers ordinance approving the boundary adjustment

RESOLUTION 24-18

A RESOLUTION INDICATING THE INTENT TO ADJUST THE MUNICIPAL BOUNDARY BETWEEN THE CITY OF LOGAN AND NIBLEY CITY

WHEREAS, the owners of certain property described herein have a desire to further develop their property, and these property owners believe their proposed developments can be better facilitated by a boundary adjustment between the City of Logan and Nibley City; and

WHEREAS, each City believes it is in the best interest of their respective residents to have an easily identifiable common boundary between the two jurisdictions to avoid duplication of services; and

WHEREAS, due to constraints associated with providing public utilities, each City believes it is in the best interest of their respective jurisdictions to agree to a boundary adjustment facilitate service provision; and

WHEREAS, this boundary adjustment will rectify a municipal boundary discrepancy involving the existing Thomas Edison Charter School property; and

WHEREAS, UCA 10-2-419 requires that the Municipal Council of each municipality so desiring to adjust their common boundary adopt a resolution indicating their intent.

NOW THEREFORE be it resolved by the Nibley City Council that it is their intent to adjust its mutual boundary with Logan City, in accordance with the provisions of 10-2-419, Utah Code Annotated, in order to provide for the withdrawal of the following parcels, or portions thereof, and as described in Exhibit A:

Tax ID	Name	Property Address
03-007-0023	Watermark Project, LLC	1262 W 2200 S
03-007-0011	Watermark Project, LLC	1262 W 2200 S
03-007-0010	Watermark Project, LLC	1262 W 2200 S
03-007-0022	Cindy H Denning	2230 South Hwy 89/91
03-007-0009	Ernest Leroy Eck	2240 South Hwy 89/91
03-007-0013	KMP Construction, Inc.	2250 South Hwy 89/91
03-007-0027	Thomas Edison Charter School, Inc. (Portion)	1275 W 2350 S

BE IT FURTHER RESOLVED that a public hearing be conducted by the Municipal Council, no less than sixty (60) days from the passage of this resolution, to receive public input regarding this proposed boundary change.

PASSED BY THE NIBLEY CITY COUNCIL THIS 11th DAY OF July, 2024.

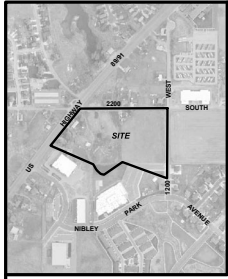
Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

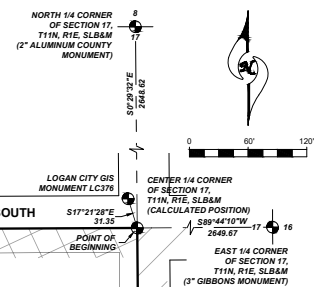
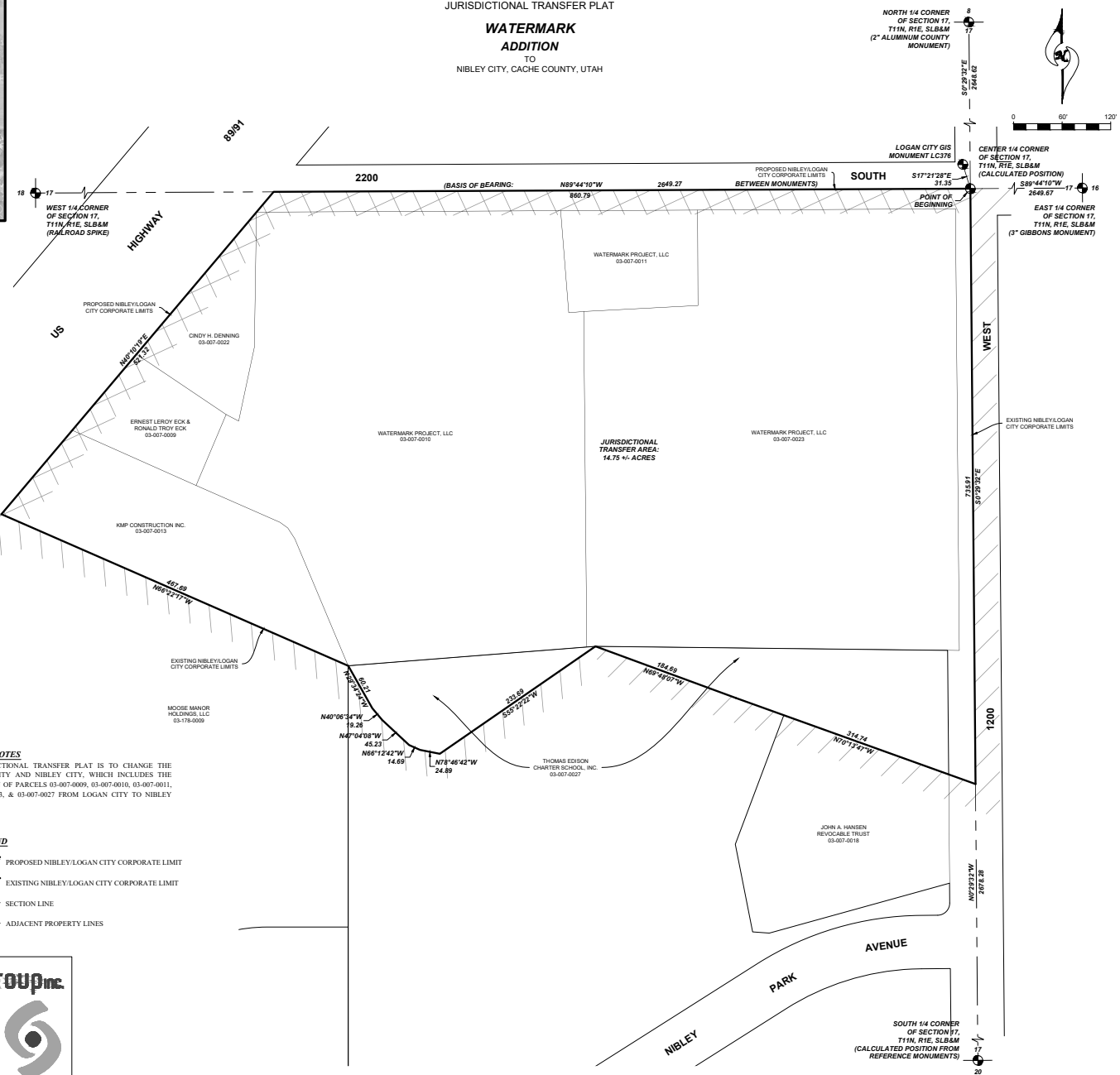
EXHIBIT A

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VICINITY MAP
N15

JURISDICTIONAL TRANSFER PLAT
**WATERMARK
ADDITION**
TO
NIBLEY CITY, CACHE COUNTY, UTAH



NOTES
1. THE PURPOSE OF THIS JURISDICTIONAL TRANSFER PLAT IS TO CHANGE THE BOUNDARY BETWEEN LOGAN CITY AND NIBLEY CITY, WHICH INCLUDES THE TRANSFER OF ALL OR A PORTION OF PARCELS 03-007-0009, 03-007-0010, 03-007-0011, 03-007-0013, 03-007-0022, 03-007-0023, & 03-007-0027 FROM LOGAN CITY TO NIBLEY CITY.

- LEGEND**
- PROPOSED NIBLEY/LOGAN CITY CORPORATE LIMIT
 - EXISTING NIBLEY/LOGAN CITY CORPORATE LIMIT
 - SECTION LINE
 - ADJACENT PROPERTY LINES

civilsolutionsgroup inc.

CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

SURVEYOR'S CERTIFICATE
I, CURTIS BOWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 12606452-2201 IN ACCORDANCE WITH TITLE 88, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO LOGAN CITY, UTAH.

BOUNDARY DESCRIPTION
A portion of the SW 1/4 of Section 17, Township 11 North, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:
Beginning on the northerly line of the ANNEXATION TO THE CITY OF NIBLEY described in Book 2002 Page 1586 of the Official Records of Cache County and the calculated position of the Center 1/4 Corner of Section 17, T11N, R1E, SLB&M (Basis of Bearing: N89°44'10"W between the West 1/4 Corner and the Center 1/4 Corner of Section 17, T11N, R1E, SLB&M); thence along said Annexation the following (10 foot) courses and distances: (1) S0°29'32"E along the 1/4 Section line 735.91 feet; (2) thence N70°13'47"W 314.74 feet; (3) thence N09°48'07"W 184.69 feet; (4) thence S55°22'22"W 233.69 feet; (5) thence N78°46'42"W 24.89 feet; (6) thence N60°12'42"W 14.69 feet; (7) thence N47°04'08"W 45.23 feet; (8) thence N40°06'34"W 19.26 feet; (9) thence N29°34'24"W 69.21 feet; (10) thence N66°22'17"W 467.69 feet to the westerly right-of-way line of US Highway 89/91; thence N40°10'19"E along said right-of-way line 521.32 feet to the centerline of 2200 South Street also being the 1/4 Section line of Section 17; thence N89°44'10"W along said centerline and 1/4 Section line 860.79 feet to the point of beginning.

Contains: 14.75 +/- acres

SURVEYOR'S SEAL

CURTIS BOWN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 12606452-2201

DATE _____

ACCEPTANCE OF LEGISLATIVE BODY
THIS IS TO CERTIFY THAT THE NIBLEY CITY COUNCIL & LOGAN CITY COUNCIL RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT OF LAND SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO THE CITY OF NIBLEY AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR THE FILING HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1978), (AS REVISED) AND THAT THE NIBLEY CITY COUNCIL & LOGAN CITY COUNCIL EXAMINED, APPROVED, AND ACCEPTED THE ANNEXATION OF THE TRACT AS SHOWN AS PART OF SAID CITY.

DATED THIS _____ DAY OF _____ A.D. 20__

HOLLY H. DAINES, LOGAN CITY MAYOR _____

LARRY JACOBSEN, NIBLEY CITY MAYOR _____

RECORDER'S SEAL

ATTEST: _____
RECORDER

APPROVAL BY DEPUTY COUNTY SURVEYOR
THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANNOTATED 17-23-20 AMENDED.

SURVEYOR'S SEAL

DEPUTY COUNTY SURVEYOR _____

DATE _____

JURISDICTIONAL TRANSFER PLAT
**WATERMARK
ADDITION**
TO
NIBLEY CITY, CACHE COUNTY, UTAH

RECORDED # _____

STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF:

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

\$ _____

FEE _____ CACHE COUNTY RECORDER

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WHEN RECORDED RETURN TO:
Ballard Spahr LLP
One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
Attn: Steven P. Mehr

Tax Serial Nos. 03-007-0010, 03-007-0011, 03-007-0023

ANNEXATION AGREEMENT

The parties NIBLEY CITY (the “**City**”), a Utah municipality and a political subdivision of the State of Utah, and WATERMARK PROJECT LLC, a Utah limited liability company or assigns (the “**Petitioner**”), enter into this Annexation Agreement (this “**Agreement**”), effective as of the date this Agreement is recorded in the office of the Cache County Recorder (the “**Effective Date**”).

RECITALS

A. Petitioner owns certain real property located within Cache County, within the municipal boundaries of Logan City, adjacent to the municipal boundaries of the City, described as Cache County parcels 03-007-0010, 03-007-0011, and 03-007-0023, and more particularly described in Exhibit A attached hereto (the “**Property**”).

B. Petitioner desires to disconnect the Property from Logan City (the “**Disconnection**”) and annex the Property into the City (the “**Annexation**”), in order to access City utilities and facilities to facilitate the development or subdivision of the Property.

C. The approval of the Annexation is a legislative decision to be made by the appropriate city bodies, to which approval Petitioner has no entitlement or vested right.

D. The City has adopted codes, ordinances, regulations, drawings, standards, specifications, policies, and resolutions (collectively, “**City Code**”) that govern the development of land, the construction of private and public infrastructure and buildings, and the connection to and use of City facilities and utilities.

E. Petitioner has requested certain waivers or modifications of City Code requirements that would normally apply to the development or subdivision of the Property, in connection with the Annexation, in order to develop the Property (the “**Development**”) according to the preliminary and conceptual development plan attached hereto as Exhibit B (“**Development Plan**”).

F. The City, through the City Planning Commission and City Council, have reviewed the proposed Annexation and the proposed waivers or modifications of City Code requirements requested by Petitioner, and find that the Annexation and Development of the Property, as generally depicted in the Development Plan, will be beneficial to the City and its residents and will comply with the goals and objectives of the City’s general plan.

G. The parties desire to enter into this Agreement to establish the terms and conditions by which the City approves of the Annexation of the Property and to determine the specific regulations and requirements of the City that will apply to the subdivision or Development of the Property once it is annexed into the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. City Obligations. All obligations of the City are subject to the reserved legislative powers of the City described in Section 5 *below*.

1.1. Annexation Approval. The City shall, to the extent permitted by Utah law and without waiving its right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, grant Petitioner's annexation petition for the Property and annex the Property into the City.

1.2. Annexation Protest. If Annexation is protested and goes before the Cache County Boundary Commission, the City may, in its discretion, deny the Annexation or seek to obtain from the Boundary Commission approval for the Annexation. If the City decides to seek to obtain approval, the City shall coordinate its efforts with Petitioner.

1.3. Zoning. Upon successful Annexation, the Property shall be zoned R-M Mixed Residential (the "**Zoning**"), subject to the modifications to the Zoning and City Code set forth below, and Petitioner shall have a vested right to the Development of the Property according to the Zoning, as modified by this Agreement:

1.3.1. This area shall be eligible for R-M zone designation, despite restrictions included in R-M Application Map of NCC 19.12.040(6).

1.3.2. The total allowed number of residential units of the Development shall be no more than 180 residential units with 354 parking spaces, allocated as follows:

1.3.2.1. Multi-Unit Condominium/Apartment: 152.

1.3.2.2. Townhome: 28.

1.3.3. The uses allowed within the Development shall be those uses authorized by City Code for the Zoning and the uses allowed by Nibley City Code.

1.3.4. The maximum height of all buildings within the development is 57 feet.

1.3.5. Amenities: It is anticipated the development will provide the following open space amenities:

1.3.5.1. Sports Court

1.3.5.2. Playground

1.3.5.3. Swimming Pool

1.3.6. The total number of residential units or lots allowed, created, or developed within the Development shall be limited to the maximum number and type allowed under this Section 1.3, regardless of whether such units or lots are developed by Petitioner or by an assignee, transferee, or other successor-in-interest of Petitioner and regardless of whether additional or different units or lots are shown in the Development Plan.

2. Petitioner Obligations.

2.1. Recordation. This Agreement shall only be effective upon recordation. Petitioner shall ensure that no other interests, mortgages, liens, or other encumbrances have priority or precedence over this Agreement.

2.2. Disconnection.

2.2.1. Petitioner shall be responsible for and shall bear all costs to prepare, file, and prosecute all applications, documents, and instruments necessary to effectuate the Disconnection. If the Disconnection is protested, challenged, or rejected, Petitioner may, in its discretion, file and prosecute court proceedings to complete the Disconnection. This Agreement shall remain valid during the pendency of any such proceeding.

2.2.2. The Disconnection and the Annexation may occur simultaneously through a municipal boundary adjustment if Logan City is amenable to such process. Petitioner shall be responsible for all costs to prepare and complete all plats and surveys, and City shall assist with coordinating such boundary adjustment.

2.2.3. If Petitioner fails to pursue Disconnection within two years from the date of execution of this Agreement, elects to not challenge any protest, challenge, or rejection of the Disconnection, or if Petitioner's challenge is unsuccessful and Disconnection is denied by a final order of a court or other body with jurisdiction following any appeals, this Agreement shall terminate, and neither party shall have any further right or obligation hereunder.

2.3. Development.

2.3.1. General Standard. Petitioner shall develop, construct, improve, and maintain the Development in a manner substantially similar to and in substantial compliance with the Development Plan, attached hereto, and the terms, conditions, and requirements set forth below and in City Code.

2.3.1.1. Petitioner shall have the right to make non-material changes and adjustments to the Development without amending this Agreement, including adjusting lot boundary configuration and location, building and

unit configurations and location, interior road alignments and parking areas, landscaping and architectural details. Such changes and adjustments shall be reviewed and approved by the City through the plat and construction plan review and approval processes.

2.3.1.2. Material changes to the Development and Development Plans shall not be authorized by the City except by way of an amendment to this Agreement. All amendments to this Agreement shall be in writing and shall be approved in the same manner as this Agreement, i.e., pursuant to the City's public notice, hearing, review, and approval processes. Such material changes include:

2.3.1.2.1. Increase in the number of residential lots or units, a decrease of minimum residential lot or unit size, or a decrease of minimum residential lot frontage or setback requirements;

2.3.1.2.2. Decreases to the amount or size of public amenities, open space, or common area or substantial relocation of public amenities, open space, or common area;

2.3.1.2.3. Variances or exceptions to the Zoning or other City Code not set forth herein; and

2.3.1.2.4. Material changes to the functional design of the Development that materially affects vehicular and pedestrian traffic and parking functionality, drainage, utility connectivity, or other design characteristics.

2.3.2. Utility Improvements.

2.3.2.1. Existing Utilities. Petitioner is aware of existing utilities near and within the Property. This includes but is not limited to the existing sewer lines and sewer manholes that extend under proposed Building C of Exhibit B, the Development Plan, submitted by Petitioner. Petitioner acknowledges that the sewer lines and manholes cannot be located under any buildings or structures and that any relocation of the sewer pipes, manholes, or other utilities to facilitate construction, development and/or the Development Plan shall be performed by the Petitioner and their cost.

2.3.3. Streets and Related Facilities. Petitioner shall comply with the following obligations related to the improvement, dedication, and construction of street and street facilities:

2.3.3.1. 2200 South. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 2200 South (collectively, "**2200 Improvements**"): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 2200 South to comply with the City's 66-

foot, two lane collector street cross-section (TS-9), set forth in the Nibley City Design Standards, Construction Standards, and Specifications and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 2200 Improvements.

2.3.3.2. 1200 West. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 1200 West South (collectively, “**1200 Improvements**”): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 1200 West to comply with the City’s 66-foot, two lane collector street cross-section (TS-7), set forth in the Nibley City Design Standards, Construction Standards, and Specifications and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 1200 West Improvements.

2.3.3.3. Trail Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the south edge of the property: 8-foot wide paved trail according to alignment of Nibley City Trails, Recreation and Open Space Master Plan, with a direct connection to the property line of Thomas Edison Elementary, as depicted on the Trail Plan attached hereto as Exhibit C.

2.3.4. Open Space and Amenities. Petitioner shall provide a minimum 4.82 acres of public/private landscaped, open space areas within the Development.

2.3.5. Impact Fees. The Petitioner will be required to pay impact fees in accordance with Nibley City Code and the Consolidated Fee Schedule as adopted at the time of building permit.

2.3.6. Utility Maintenance. The property owner or Private Home Owners’ Association (HOA) shall maintain all private roads, including snow removal, parking enforcement, open space and associated amenities, drainage areas, water, sewer and stormwater utilities within the development.

2.4. Waiver of Rights. By consenting to the conditions of approval of the Annexation and by executing this Agreement, Petitioner waives and releases any right Petitioner may have had to challenge the reasonableness, lawfulness, or appropriateness of the City’s requirements regarding the improvements set forth herein, which right Petitioner may have otherwise had pursuant to Utah Code § 10-9a-703. This includes any claim that the construction of all such improvements and the dedication of any related property were unlawful or unreasonable exactions, pursuant to Utah Code § 10-9a-508, or any challenge to the assessment or payment of impact fees required by this Agreement, pursuant to Utah Code §§ 11-36A-701, -703. Petitioner further agrees that the City may withhold approvals of subdivision plats, building permits, certificate of occupancy, utility connections, and other permits, applications, or licenses, in order to enforce and compel compliance with this Agreement, despite any provision to the contrary under Utah Code §§ 10-9a-509, -603(3)(a), -604.5(3), -802(2).

3. Fees. Petitioner agrees to pay all applicable fees of the City, Logan City, and any other applicable government entity, as such fees exist on the applicable date when payment is due, including but not limited to utility fees, hookup fees, impact fees, inspection fees, building permit fees, construction and excavation permit fees, other permit fees, and application fees.

4. Infrastructure Costs and Standards. Petitioner is required, at Petitioner's sole expense and effort, to construct all infrastructure, project improvements, and system improvements required by this Agreement and City Code and to construct the same in the size, scale, location, magnitude, and capacity required by this Agreement and applicable provisions of the City Code.

5. Reserved Legislative Powers.

5.1. This Agreement, or any part of this Agreement, will not limit the exercise of the police powers of the City to enact ordinances, standards, or rules regulating development, zoning, subdivision, growth management, transportation, annexation, municipal services, and other land use matters, or to determine the necessity and wisdom of the approval of any legislative matter related to this Agreement, including the Annexation and the Zoning. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Petitioner's vested rights as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

5.2. Both parties understand that any legislative action by the City Council, including the approval of this Agreement and the approval of the Annexation, is subject to initiatives, referral, or challenge by individuals or groups of citizens. Petitioner agrees that the City may respond to, approve, or reject any initiative, referral, or challenge as the City deems appropriate in its discretion, guided by the standards in Utah law. Petitioner agrees that the City shall not be found to be in breach of this Agreement due to the City's response to, approval of, or rejection of any initiative, referral, or challenge or due to the success of an initiative, referendum, or challenge, so long as the initiative, referendum, or challenge relates to any legislative act contemplated or undertaken in connection with this Agreement. In the case of a successful initiative, referendum, or challenge, this Agreement and the approval of the Annexation shall be voided.

6. Compliance with City Requirements and Standards. Unless otherwise expressly provided in this Agreement, Petitioner acknowledges that nothing in this Agreement will be deemed to relieve Petitioner from its obligations to comply with all applicable requirements, standards, specifications, drawings, regulations, policies, resolutions, and ordinances of the City for development of the Property and recordation of subdivision plats, including those related to the payment of unpaid fees, the approval of site plans or plats, the approval of building permits and construction permits, the construction and installation of public infrastructure, and the providing of completion and warranty assurances. Petitioner shall comply with all requirements of the City Code and the Zoning related to the Development of the Property, except as the same are expressly modified herein.

7. Covenants Running with the Land. The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the parties hereto and all successors in interest to the parties hereto. Each successor in interest will succeed to those benefits and burdens of this Agreement that pertain to the portion of the Property to which the successor holds title.

8. No Agency, Joint Ventures or Partnership. City and Petitioner are not agents of each other, and this Agreement creates no agency relationship, joint venture, or partnership between City and Petitioner.

9. Representations. The parties represent and warrant that the person signing this Agreement on behalf of each party is authorized to so sign and to bind the party to the obligations set forth herein, and that all steps and procedures required by a party to execute and enter into this Agreement have been completed.

10. Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

11. Default and Remedies. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting party or any permitted successor to such party must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within the 30-day period, the party receiving such notice must, within the 30-day period, take reasonable steps to commence the cure or remedy of such default or breach, and must continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to:

11.1. Cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the party in default or breach of its obligations, or declaring a material breach by the party; and/or

11.2. Subject to Section 11.2.1 below, in the case of a material uncured breach, the non-defaulting party may terminate this Agreement.

11.2.1. If the City elects to terminate this Agreement due to a material default of Petitioner, then the City shall give Petitioner written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City legislative body at a duly noticed public meeting. Petitioner shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City legislative body determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City legislative body shall send written notice of termination of this Agreement to Petitioner in accordance

with Section 12.9 hereof, and this Agreement shall thereby be terminated. The City may thereafter pursue any and all remedies at law or equity.

12. Other Miscellaneous Terms.

12.1. Certain Meanings. The singular will include the plural; the masculine gender will include the feminine; “shall” and “will” and “must” are mandatory; “may” is permissive.

12.2. Severability. If any provision of this Agreement or application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

12.3. Construction. This Agreement has been reviewed and revised by legal counsel for Petitioner and the City, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

12.4. Further Assurances, Documents, and Acts. Each of the parties agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.

12.5. Assignment. Petitioner may assign all or any portion of its interest in this Agreement and/or the Property, provided, however, Petitioner’s assignee must assume in writing Petitioner’s obligations and duties under this Agreement. The rights of the City under this Agreement will not be assigned.

12.6. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

12.7. Attorney Fees. If any party hereto is required to engage the services of counsel by reason of default of another party, including in connection with the default procedures set forth in Section 11 *above*, the non-defaulting party will be entitled to receive from the defaulting party the non-defaulting party’s costs and reasonable attorney’s fees, both before and after judgment, including any appeals thereof, and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration.

12.8. Mediation. In the event of a dispute concerning the terms or conditions of this Agreement or arising out of this Agreement the parties may but shall not first be required to seek resolution of the dispute via mediation.

12.9. Notices. Any notice, demand or document which any party is required to be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), addressed as follows:

To the City:

Nibley City
Attn: Mayor and City Manager
455 West 3200 South
Nibley, UT 84321

To the Petitioner:

Watermark Project LLC
Attn: Steven P. Mehr
201 South Main Street, Suite 800
Salt Lake City, UT 84111

13. Term. The term of this Agreement shall be a period commencing on the Effective Date and expiring on December 31, 2070.

~~SIGNATURE PAGE TO FOLLOW~~

IN WITNESS WHEREOF, this Annexation Agreement has been by the person duly authorized to execute the same for and on behalf of WATERMARK PROJECT LLC, and by persons duly authorized to execute the same for and on behalf of Nibley City, acting by and through its City Council, as of the Effective Date.

NIBLEY CITY

By: LARRY JACOBSEN
Mayor

ATTEST:

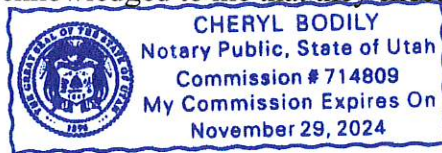
By: Cheryl Bodily
City Recorder

STATE OF UTAH)

:SS

County of Cache

On the 28 day of July, 20 23, personally appeared before me, Larry Jacobsen, the Mayor of Nibley City, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.



Cheryl Bodily
NOTARY PUBLIC

PETITIONER

WATERMARK PROJECT LLC

By: [Signature]
Printed Name: JOSHUA LOW
Title: AGENT

STATE OF UTAH)

:SS

County of Cache

On the 15 day of August, 20 23, personally appeared before me, Joshua Low, the AGENT of Petitioner, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.



Cheryl Bodily
NOTARY PUBLIC

Exhibit A
Legal Description of the Property

The following described property is located in Cache County, State of Utah:

PARCEL 1: 03-007-0010

BEGINNING 25 FEET SOUTH AND 555.5 FEET WEST OF THE CENTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 3°46'30" EAST 108.9 FEET NORTH 85°48'30" EAST 86.9 FEET SOUTH 0° 55'30" EAST 431 FEET TO THE NORTH LINE OF SIERRA PARK PHASE 1, THENCE SOUTH 85°30'27" WEST 306.39 FEET TO THE NORTHWEST CORNER OF LOT 1 SAID SUBDIVISION, THENCE NORTH 22°28'30" WEST TO A POINT SOUTH 66°25'30" EAST 123.7 FEET AND SOUTH 22°28'30" WEST 99.0 FEET AND NORTH 57°59'30" WEST 30 FEET AND SOUTHERLY FROM A POINT SOUTH 89°52'30" WEST 308.3 FEET FROM BEGINNING, THENCE NORTH 66°25'30" WEST 123.7 FEET, THENCE NORTH 22°28'30" EAST 99.0 FEET THENCE SOUTH 57°59'30" EAST 30 FEET, THENCE NORTHERLY TO A POINT SOUTH 89°52'30" WEST 308.3 FEET FROM BEGINNING, THENCE NORTH 89°52'30" EAST 308.3 FEET TO BEGINNING.

ALSO: BEGINNING 15 FEET SOUTH AND 491 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION, THENCE SOUTH 118 FEET WEST 1.9 FEET NORTH 118 FEET EAST 1.9 FEET TO BEGINNING.

SUBJECT TO A BOUNDARY LINE AGREEMENT FILED IN ENTRY # 1184035 IN BOOK 1979 PAGE 565.

SUBJECT TO A BOUNDARY LINE AGREEMENT FILED IN ENTRY #1256336 IN BOOK 2172 PAGE 1130.

SUBJECT TO A BOUNDARY LINE AGREEMENT FILED IN ENTRY #1256337 IN BOOK 2172 PAGE 1134.

SUBJECT TO A BOUNDARY LINE AGREEMENT FILED IN ENTRY #1295909 IN BOOK 2276 PAGE 1818.

PARCEL 2: 03-007-0011

BEGINNING 491 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 8 RODS, THENCE EAST 10 RODS, THENCE NORTH 8 RODS, THENCE WEST 10 RODS TO BEGINNING.

SUBJECT TO THE EXISTING RIGHT OF WAY OF THE ABOVE REFERENCED FIELD ROAD.

PARCEL 3: 03-007-0023

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE ROAD AND THE WEST LINE OF THE ROAD BEING 25 FEET SOUTH AND 18.4 FEET WEST OF THE CENTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF THE ROAD TO A POINT NORTH 0°29'09" WEST 153.34 FEET ALONG THE WEST LINE OF 1200 WEST STREET FROM THE NORTHEAST CORNER OF LOT 2 SIERRA PARK PHASE 1, THENCE NORTH 89°20'48" WEST 435.05 FEET TO A POINT ON THE NORTH LINE OF SIERRA PARK PHASE 1, THENCE NORTH 427.65 FEET, THENCE WEST 86.9 FEET, THENCE NORTH 108.9 FEET TO THE SOUTH LINE OF THE EAST-WEST ROAD AT A POINT 540.5 FEET WEST OF BEGINNING, THENCE EAST 66 FEET, THENCE SOUTH 108 FEET, THENCE EAST 165 FEET, THENCE NORTH 108 FEET, THENCE EAST 309.5 FEET ALONG SOUTH LINE OF THE ROAD TO BEGINNING.

Exhibit B

Preliminary and Conceptual Development Plan for Property

Exhibit C
Trail Plan

BUILDING A - 68 UNITS
 BUILDING B - 48 UNITS
 BUILDING C - 36 UNITS
 TOTAL MF UNITS = 152 UNITS

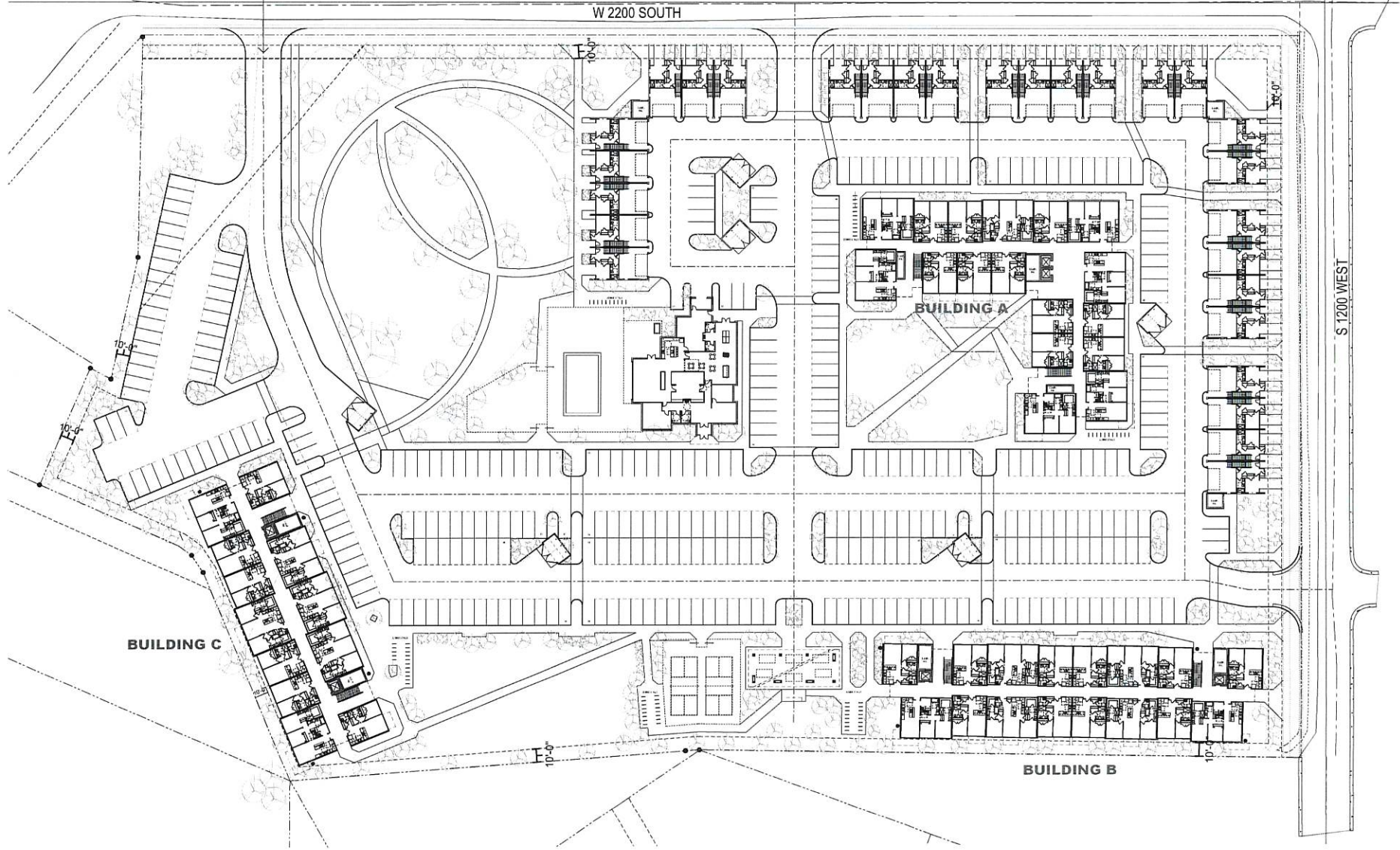
TOTAL SITE UNITS WITH TOWNHOMES = 152 +
 28 = 180 UNITS

PARKING-
 TOTAL SITE PARKING SHOWN = 354 SPACES
 ONE BED = 1.89 PER UNIT = 166 SPACES
 TWO BED = 2 PER UNIT = 128 SPACES
 VISITOR = 180/3 = 60 SPACES
 BIKE = 5 PER BEDROOM = 150 REQUIRED 160 PROVIDED

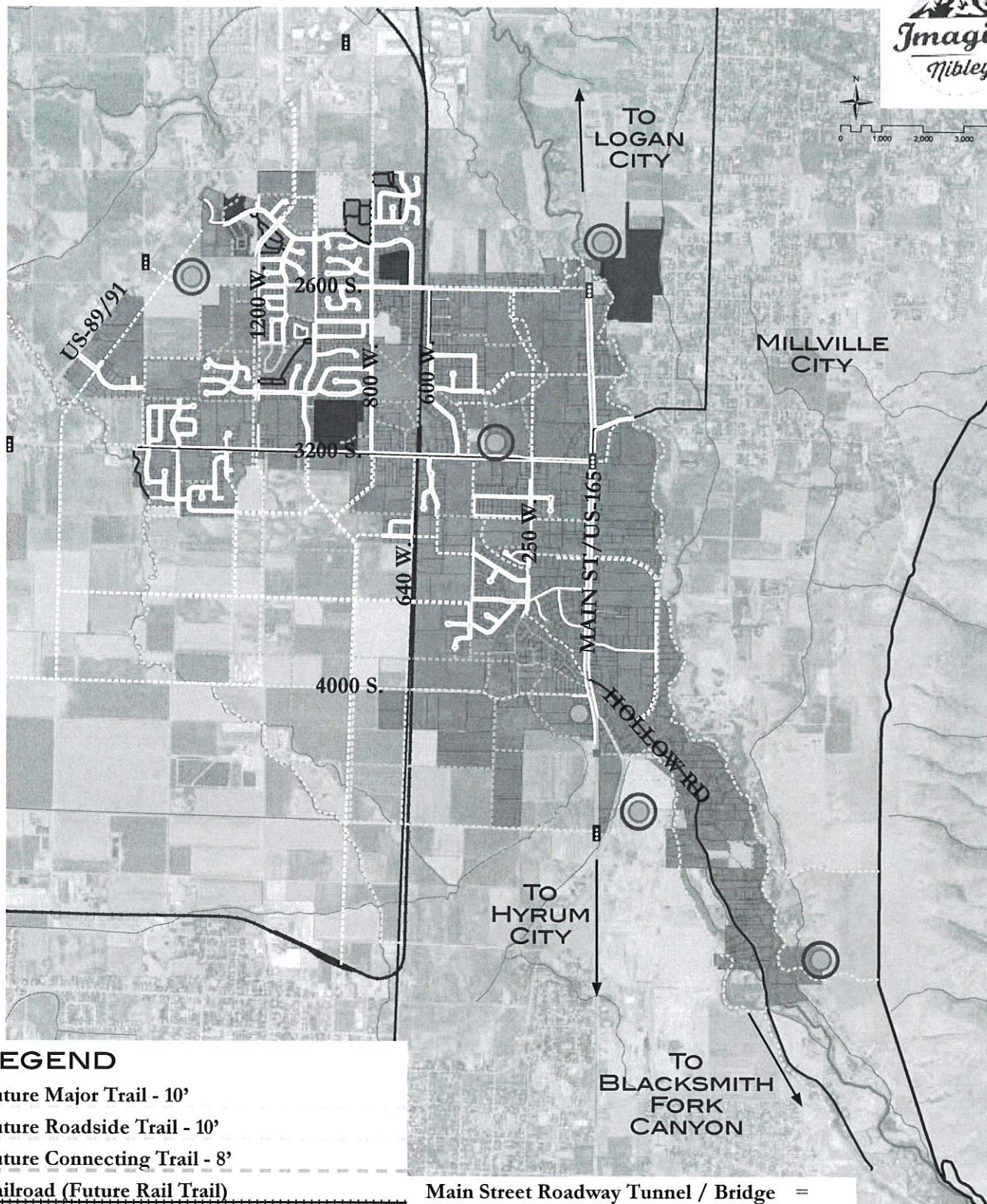
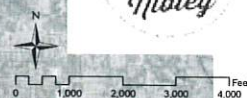
UNIT MATRIX FOR MULTI-FAMILY
 - ONE BED UNITS 58% (88 UNITS)
 - TWO BED UNITS 42% (64 UNITS)

BUILDING A. 4 story, ~57' to roof peak
 BUILDING B. 3 story, ~45' to roof peak
 BUILDING C. 3 story, ~45' to roof peak
 TOWNHOUSES. 3 story, ~45' to roof peak

EMERGENCY VEHICLE ACCESS
 ONLY. (SHOWN AT THE ENTRY)



TRAILS MAP



LEGEND

Future Major Trail - 10'

Future Roadside Trail - 10'

Future Connecting Trail - 8'

Railroad (Future Rail Trail)

Future Roads

Existing Shared-Use Roadway

Existing Park Pathway

Existing Sidewalk

Future Trailhead

Existing Trailhead

Main Street Roadway Tunnel / Bridge =

Bonneville Shoreline Trail

Blacksmith Fork River

Canal/Stream

Future Park

Existing Park

School



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