



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, October 24, 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 Sweeten)
2. Call to Order and Roll Call (Chair)
3. Approval of the October 3, 2024 and October 9, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning Commission Report

6. **Public Hearing:** Resolution 24-24 – Commitment to 1200 West Traffic Calming Measures
7. **Discussion and Consideration:** Resolution 24-24 – Commitment to 1200 West Traffic Calming Measures (First Reading)
8. **Public Hearing:** Ordinance 24-13— Adjusting The Municipal Boundaries of The City of Nibley, Adding Parcels, or Portions Thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, Located at Approximately 2200 South & U.S. Highway 89/91, to Nibley City and Assigning Zoning to Subject Properties
9. **Discussion & Consideration:** Ordinance 24-13— Adjusting The Municipal Boundaries of The City of Nibley, Adding Parcels, or Portions Thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, Located at Approximately 2200 South & U.S. Highway 89/91, to Nibley City and Assigning Zoning to Subject Properties (First Reading)
10. **Discussion & Consideration:** Resolution 24-22—Naming the City Park Located in the Ridgeline Park Development; Parcel Tax ID: 03-020-0034 (Third Reading)
11. **Discussion & Consideration:** Ordinance 24-11—Amendment 2 of the Ridgeline Park Subdivision Development Agreement, Allowing for a Payment In-Lieu of Required Improvements for the 2900 South Access Road (First Reading)
12. **Discussion & Consideration:** Resolution 24-23—Appointing Members of the Board of Directors for the Morgan Farm 501(c)(3) (First Reading)
13. **Discussion & Consideration:** Acceptance of an Annexation Petition for further consideration for Real Property into the Municipal Boundaries of Nibley City for parcel 03-049-0010, 03-049-0011, and 03-049-0013, located at approximately 3600 South 1500 West (Applicant: Dan Larsen, Kartchner Homes)
14. **Council and Staff Report**

Adjourn

Nibley City's next scheduled Council meeting will be on Thursday, November 14, 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.

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Agenda Item #6 & 7

Description	<p>Public Hearing: Resolution 24-24—Commitment to 1200 West Traffic Calming Measures</p> <p>And</p> <p>Discussion and Consideration: Resolution 24-24—Commitment to 1200 West Traffic Calming Measures (First Reading)</p>
Presenter	<p>Justin Maughan, City Manager Tom Dickinson, City Engineer Levi Roberts, City Planner Scott Shea, AECOM</p>
Staff Recommendation	<p>Approve Resolution 24-24—Commitment to 1200 West Traffic Calming Measures</p>
Reviewed By	<p>Larry Jacobsen, Mayor Justin Maughan, City Manager Tom Dickinson, City Engineer Levi Roberts, City Planner</p>

Background:

Construction of 1200 West is nearing completion. Some residents in the area have raised concerns over some of the traffic calming measures that have been implemented. Staff will give a history of the project, and the technical details behind the traffic calming measures that have been constructed. Some of the Citizens are calling for the traffic calming measures to be removed. Staff believes it would be foolish to abandon them at this time, and would propose that instead, they remain in place and their effectiveness be monitored for a period of one year from the time that phase 5 is completed. At that time, the project can be reassessed, and amendments be made.

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RESOLUTION 24-24

COMMITMENT TO 1200 WEST TRAFFIC CALMING MEASURES

WHEREAS, Utah law allows municipalities to create and plan for local infrastructure and transportation needs, of which 1200 West has been planned for many years to be a minor arterial roadway that will complete a transportation corridor between Hyrum and the Logan-Cache Airport; and

WHEREAS, Nibley City has established a Transportation Master Plan emphasizing the desire and need for multi modal transportation systems; and

WHEREAS, Nibley City residents have expressed concerns over traffic speed, bicycle and pedestrian safety, and support for development of trails and walkways; and

WHEREAS, Nibley City has hired industry experts to study, design and construct the roadway following Federal and State guidelines.

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

1. The traffic calming measures along 1200 West will remain in place for a minimum of one year after completion of the final phase (Phase 5) of the 1200 West project, at which time the roadway and its effectiveness be reevaluated.
2. The Nibley City Manager may authorize minor adjustments to the traffic calming measures during the period defined in Item 1.

Dated this 24th day of October, 2024

Larry Jacobsen, Mayor

ATTEST

Cheryl Bodily, City Recorder

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Agenda Item #8 & 9

<p>Description</p>	<p>Public Hearing: Ordinance 24-13— Adjusting The Municipal Boundaries of The City of Nibley, Adding Parcels, or Portions Thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, Located at Approximately 2200 South & U.S. Highway 89/91, to Nibley City and Assigning Zoning to Subject Properties</p> <p>and</p> <p>Discussion & Consideration: Ordinance 24-13— Adjusting The Municipal Boundaries of The City of Nibley, Adding Parcels, or Portions Thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, Located at Approximately 2200 South & U.S. Highway 89/91, to Nibley City and Assigning Zoning to Subject Properties (First Reading)</p>
<p>Presenter</p>	<p>Levi Roberts, City Planner</p>
<p>Recommendation</p>	<p>Approve Ordinance Ordinance 24-13— Adjusting The Municipal Boundaries of The City of Nibley, Adding Parcels, or Portions Thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, Located at Approximately 2200 South & U.S. Highway 89/91, to Nibley City and Assigning Zoning to Subject Properties and Waive Second Reading</p>
<p>Reviewed By</p>	<p>Larry Jacobsen, Mayor Justin Maughan, City Manager Tom Dickinson, City Engineer Cheryl Bodily, City Recorder Joel Yellowhorse, City Attorney</p>

Background:

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). The Planning Commission held a public hearing for the zoning of the remaining properties and has recommended the following, which is in support of the City's General Plan:

Recommend Zone designation for Parcels 03-007-0013, 03-007-0009, and 03-007-0022, located at 2230, 2240 and 2250 S Hwy 89/91, to Residential (R-2) and a portion of Parcel 03-007-0027, located at 1275 W 2350 S, to Park/School (P/S) in conjunction with a Logan City – Nibley City Boundary Adjustment

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. All of the required steps in the process have been coordinated with Logan City. 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, which both Logan and Nibley City Council has completed. City Staff then coordinated with Logan City to provide required noticing. At this point in time, the City Council is holding a public hearing to consider an ordinance that would approve the boundary adjustment. Logan City Council will hold a public hearing and consider a similar ordinance on November 5.

ORDINANCE 24-13

ADJUSTING THE MUNICIPAL BOUNDARIES OF THE CITY OF NIBLEY, ADDING PARCELS, OR PORTIONS THEREOF, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, LOCATED AT APPROXIMATELY 2200 SOUTH & U.S. HIGHWAY 89/91, TO NIBLEY CITY AND ASSIGNING ZONING TO SUBJECT PROPERTIES

WHEREAS, the Nibley City Council finds that it is in the best interest of the City to adjust the boundary between the City of Logan and the City of Nibley; and

WHEREAS, the boundary adjustment as set forth below will not materially injure the public in general or any person.

WHEREAS, on July 27, 2023, the City Council approved Ordinance 23-31: annexation agreement with Watermark, LLC, setting forth zoning and development obligations for parcels 03-007-0010, 03-007-0011, and 03-007-0023, located at approximately 1250 w 2200 s, assigning a zone of R-M mixed residential with modifications, in advance of a future annexation application.

WHEREAS, the Nibley City Planning Commission have recommended a zone designation for Parcels 03-007-0013, 03-007-0009, and 03-007-0022, located at 2230, 2240 and 2250 S Hwy 89/91, to Residential (R-2) and a portion of Parcel 03-007-0027, located at 1275 W 2350 S, to Park/School (P/S) in conjunction with a Logan City – Nibley City Boundary Adjustment, in support of the Nibley City General Plan.

WHEREAS, parcels 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027 are within Nibley City’s Future Annexation Declaration Area.

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

1. Pursuant to section 10-2-419, Utah Code Annotated, the following boundary line adjustment is declared:

Property identified as parcels, or portions thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, in the parcel records of Cache County, State of Utah, located at approximately 2200 South, U.S. Highway 89/91 and 1200 West in Logan, Utah and comprising approximately 14.75 acres, and legally described as:

A portion of the SW1/4 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 (ten) 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 N69°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 N66°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 60.21 feet; (10) thence N66°22'17"W 467.69 feet to the easterly 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.

Shall be relinquished from City of Logan jurisdiction and shall be transferred to the jurisdictional authority of the City of Nibley.

2. Effective Date. This ordinance shall take effect immediately upon publication and passage of a similar appropriate ordinance by the City of Logan.
3. Parcels 03-007-0013, 03-007-0009, and 03-007-0022, are assigned the zone of Residential (R-2). The portion of Parcel 03-007-0027, located at 1275 W 2350 S, is assigned the zone of Park/School (P/S). Parcels 03-007-0010, 03-007-0011, and 03-007-0023 are assigned the zone of Mixed Residential (R-M).

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

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

**JOINT NOTICE OF PUBLIC HEARING
FOR PURPOSES OF A BOUNDARY ADJUSTMENT BETWEEN THE CITY OF LOGAN AND
THE CITY OF NIBLEY**

The Municipal Council of the City of Logan and the Municipal Council of the City of Nibley have each adopted resolutions indicating their intent to adjust the boundary that the two municipalities have in common.

In accordance with Section 10-2-419, Utah Code Annotated, as amended, the Logan Municipal Council and the Nibley Municipal Council will hold public hearings to consider the following boundary adjustments:

Property identified as parcels, or portions thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, in the parcel records of Cache County, State of Utah, located at approximately 2200 South, U.S. Highway 89/91 and 1200 West in Logan, Utah and comprising approximately 14.75 acres, and legally described as:

A portion of the SW1/4 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 (ten) 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 N69°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 N66°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 60.21 feet; (10) thence N66°22'17"W 467.69 feet to the easterly 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.

Will be relinquished from City of Logan jurisdiction and will be transferred to the jurisdictional authority of the City of Nibley.

Each Municipal Council may adopt an ordinance adjusting the common boundary unless, at or before the public hearings, written protests to the adjustment have been filed with the respective City Recorder by the title holder of state-owned real property described in 10-2-419(3)(b), or owners of private real property that:

- (a) is located within the area proposed for adjustment;
- (b) covers at least 25% of the total private land area within the area proposed for adjustment; and
- (c) is equal in value to at least 15% of the value of all private real property within the area proposed for adjustment.

The written protest must be filed with the City of Logan Recorder, 290 North 100 West, Logan Utah 84321 no later than 5:00 p.m. on November 5, 2024 or the Nibley City Recorder, 455 West 3200 South, Nibley, Utah 84321 no later than 2:30 p.m. on October 24, 2024. Written protests may also be presented to each of the City Councils during their respective public hearings.

The area that is the subject of the boundary adjustment will, because of the boundary adjustment, automatically be either annexed to, or withdrawn from, a special district providing fire protection, paramedic, and emergency services or a special district providing law enforcement services as applicable.

The Nibley City Council public hearing will be held on Thursday October 24, 2024, not before 6:30 p.m. in the Council Chambers at 455 West 3200 South, Nibley, Utah.

The Logan Municipal Council public hearing will be held on Tuesday, November 5, 2024, not before 5:30 p.m. in the Council Chambers at 290 North 100 West, Logan, Utah.

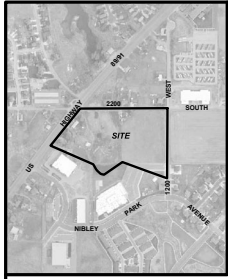
Documentation regarding this action is available for inspection and copying in the Logan City offices of the City Recorder or the Department of Community Development, 290 North 100 West Logan, Utah, 84321, and in the Nibley City Offices, 455 West 3200 South, Nibley, Utah, 84321 during regular City business hours.

More information is available by contacting Mike DeSimone, Logan City Director of Community Development, at 435.716.9022, mike.desimone@loganutah.gov or Levi Roberts, Nibley City Planner, at 435.752.0431, levi@nibleycity.com.

Cheryl Bodily
Nibley City Recorder

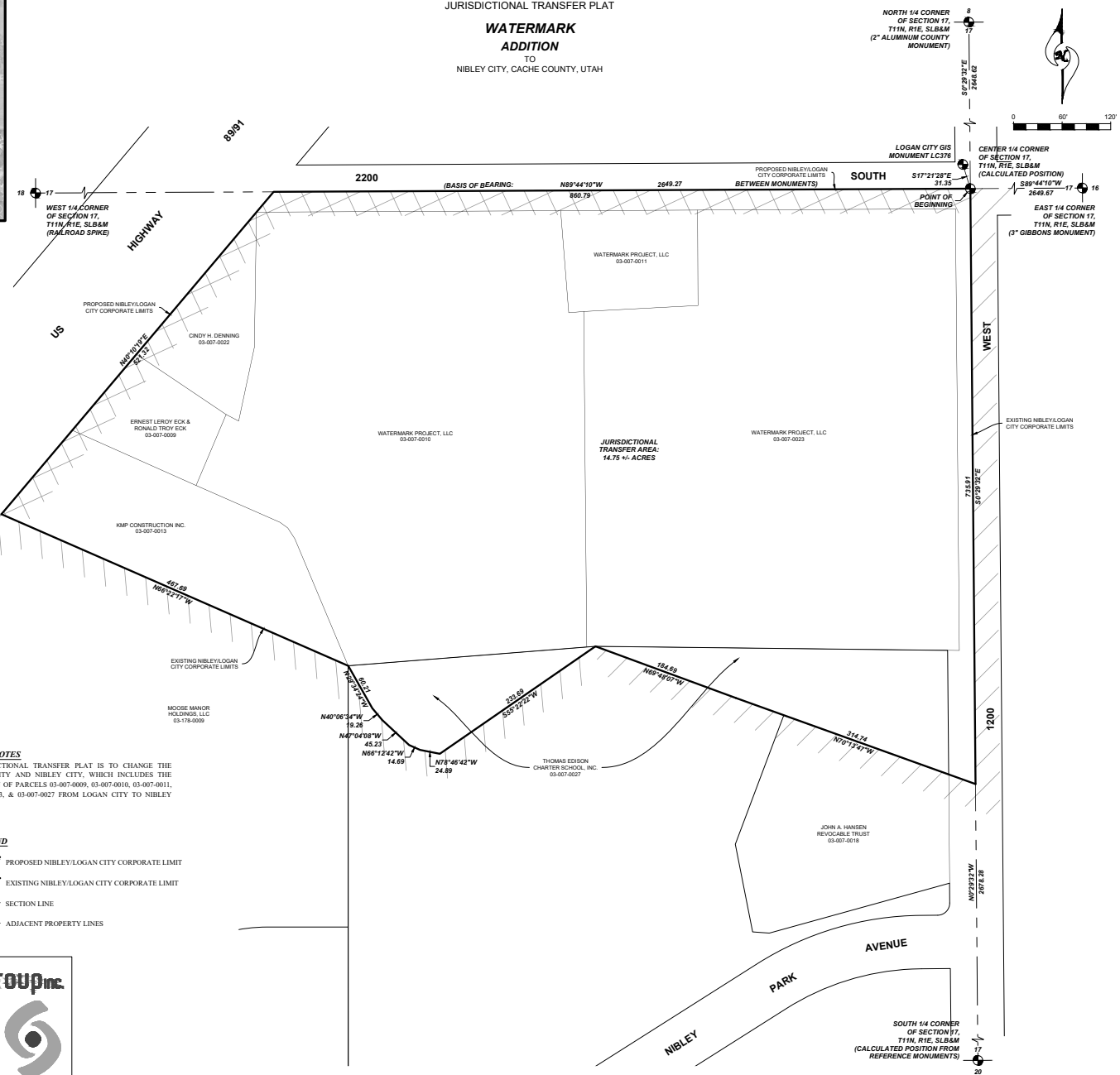
Teresa Harris
Logan City Recorder

Publication Dates: September 21, September 28, and October 5



VICINITY MAP
N15

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

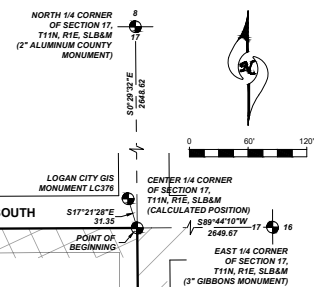


NOTES
1. THE PURPOSE OF THIS JURISDICTIONAL TRANSFER PLAT IS TO CHANGE THE BOUNDARY BETWEEN LOGAN CITY AND NIBLEY CITY, WHICH INCLUDES THE TRANSFER OF ALL OR A PORTION OF PARCELS 03-007-0009, 03-007-0010, 03-007-0011, 03-007-0013, 03-007-0022, 03-007-0023, & 03-007-0027 FROM LOGAN CITY TO NIBLEY CITY.

- 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 BROWN, 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, S18&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, S18&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 BROWN
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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**CITY OF LOGAN
RESOLUTION NO. 24-27**

**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 Logan Municipal Council that it is their intent to adjust its mutual boundary with Nibley 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.

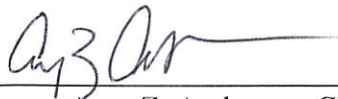
2731

THIS RESOLUTION duly adopted this 6th day of August, 2024 by the following vote:

Ayes: A. Anderson, M. Anderson, Johnson, Lopez, Simmonds


Nays: none

Absent: none



Amy Z. Anderson, Chair

ATTEST:



Teresa Harris, City Recorder



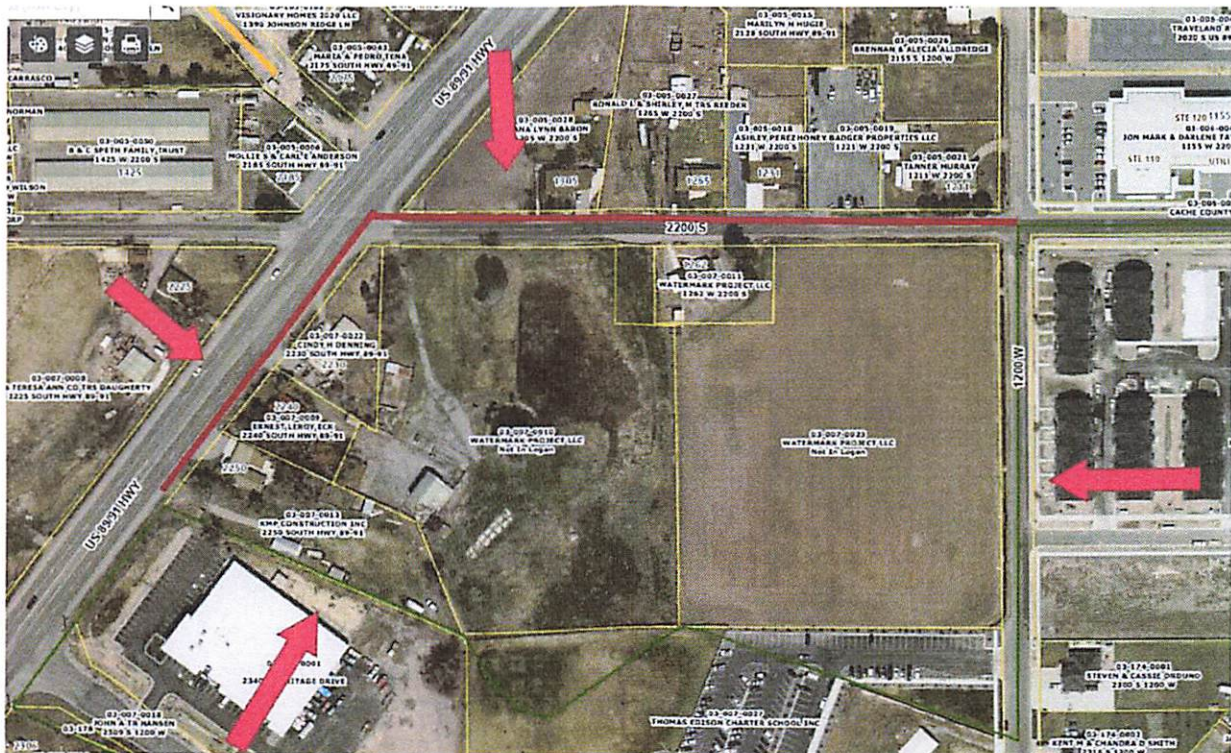
EXHIBIT A



MEMORANDUM TO MUNICIPAL COUNCIL

DATE: July 16, 2024
FROM: Mike DeSimone, Director
SUBJECT: Resolution 24-27 (Logan/Nibley Boundary Adjustment)

As you are aware, the City received a Request for Disconnection from the property owners of Parcel Nos. 03-007-0010, 0011 & 0023 to be de-annexed from Logan City and annexed into Nibley City. A proposed rezone of this 11 acre site to allow for a multi-family residential project was rejected last year by Logan City. In lieu of the disconnection, we advised the proponents to follow the State's process (Utah Municipal Code 10-2-419) for a municipal boundary adjustment as this will facilitate the inclusion of three smaller properties adjacent to US 89/91 and reconcile City boundaries with the property lines of the Thomas Edison Charter School immediately south of the subject property. The proposal is to move the current City Boundary (green) to a proposed City Boundary (red) coinciding with US 89/91 and 2200 South.



Attached is the Resolution of Intent (#24-27) signifying the City's willingness to formally pursue this municipal boundary adjustment in this specific area and as directed by State Law. This proposed action does not include any points further south where future disconnects or boundary adjustments may occur. The proposed municipal boundary adjustment affects the following properties:

Tax ID	Name	Property Address	Acres
03-007-0023	Watermark Project, LLC	1262 W 2200 S	5.48
03-007-0011	Watermark Project, LLC	1262 W 2200 S	0.42
03-007-0010	Watermark Project, LLC	1262 W 2200 S	4.83
03-007-0022	Cindy H Denning	2230 South Hwy 89/91	0.48
03-007-0009	Ernest Leroy Eck	2240 South Hwy 89/91	0.38
03-007-0013	KMP Construction, Inc.	2250 South Hwy 89/91	1.11
03-007-0027	Thomas Edison Charter School, Inc. (Portion)	1275 W 2350 S	1.33 (portion of 8.22 acres)

Utah Municipal Code 10-2-419 governs the adjustment of common municipal boundaries. Procedurally, (1) each municipal shall adopt a resolution indicating their intent to adjust the common boundaries; (2) hold a hearing no less than 60 days after the adoption of the resolution; (3) publish a public notice for three weeks in the newspaper and on the Utah Public Notice Website; (4) hold a public hearing; (5) adopt an ordinance; and (6) file with the County and the State. While each jurisdiction will hold their own hearings, we are coordinating with Nibley City on hearing dates and fulfilling minimum noticing requirements.

If you have any questions about this matter, please let me know.

Attachments:
Resolution #24-27
Preliminary Plat

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 22nd DAY OF August, 2024.

ATTEST:


Cheryl Bodily, City Recorder




Larry Jacobsen, Mayor

EXHIBIT A

Agenda Item #10

Description	Discussion and Consideration: Resolution 24-22-- Naming the City Park Located in the Ridgeline Park Development; Parcel Tax ID: 03-020-0034 (Third Reading)
Presenter	Tom Dickenson, Nibley City Engineer and Larry Jacobsen, Mayor
Staff Recommendation	Approve Resolution 24-22--Naming the City Park Located the Ridgeline Park Development; Parcel Tax ID: 03-020-0034, for first reading.
Reviewed By	

Background:

Council has narrowed the candidate names of the park to the following:

Nibley City Park
Nibley City Center Park
Sawmill Park
Pa Nemmi Park

Previous Background:

Public land was dedicated during the development process of Ridgeline Park Subdivision near Nibley City Hall. Staff have been working on construction plans for phases one and two of the park. Construction of phase 1 is scheduled to begin this fall, and staff are in need of direction of the name of the park, to begin design and construction of some of the signage elements.

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RESOLUTION 24-22

A RESOLUTION NAMING THE CITY PARK LOCATED IN THE RIDGELINE PARK DEVELOPMENT

WHEREAS, residents of Nibley City and surrounding communities recognize the import of our open vistas and ample recreation space; and

WHEREAS, Nibley City staff, elected officials, community members, contractors, and engineers often collaborate to identify the need and plan for parks, trails, and recreation sites; and

WHEREAS, once a park has been created, Nibley City has set the precedence of naming public parks and recreation spaces to recognize geographic landmarks, influential persons, and/or historical vestiges; and

WHEREAS, the city park located in the Ridgeline Park Development has not yet received an official name.

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

1. The Nibley City Council formally names the city park located at Parcel Tax ID 03-020-0034 in Cache County as _____.

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

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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Agenda Item #11

Description	Discussion and Consideration: Ordinance 24-11 – Amendment 2 of the Ridgeline Park Subdivision Development Agreement, Allowing for a Payment in-Lieu of Required Improvements for the 2900 South Access Road (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve Ordinance 24-11 and Waive Second Reading
Planning Commission Recommendation	Approve Ordinance 24-11 with the following condition: <ul style="list-style-type: none"> • The required payment in-lieu amount shall be based upon estimates solicited by Nibley City and include all required improvements to make the intersection compliant with UDOT requirements.
Reviewed By	Justin Maughan, City Manager Tom Dickinson, City Engineer Levi Roberts, City Planner Joel Yellowhorse, City Attorney

Background:

As part of a condition of approval for the Ridgeline Park R-PUD Subdivision, the City required roadway improvements on 2900 S connecting the development to Highway 165. The timing of such improvements was further clarified in Amendment 1 of the Development agreement. Specifically, the following is included in this amendment:

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

In addition, the approved preliminary plat includes the following note for the 2900 South between the project boundary and Hwy 165:
Install 20-ft of asphalt to SR-165 for public access. The project shall be connected to 2900 south and SR-165 by 20-ft of asphalt.

Two traffic studies commissioned by the developer concluded that traffic in the area could function at an acceptable level of service without this connection. Nonetheless, the connection is required by the development agreement and would improve overall access and connectivity to the development.

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



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

1. Align intersection on SR-165
2. Raised median curb (accel/decel)- think Costco in Logan
4. Crash gate to limit access to SR-165

All four options come with drawbacks. Although aligning the intersection would be the preferred option, it is the most expensive and would require acquisition of property and demolition of a home, which the developer is not bound to do with the current agreement. The other options limit access which may be against the intent of the original approval. The raised median would present access issues for existing residential properties near 2900 S on Hwy 165.

In light of these issues, the applicant proposes to allow for payment of a fee-in-lieu of the required improvements on 2900 South. The following statement is proposed to replace the aforementioned paragraph of the development agreement:

In light of continuing negotiations between the Utah Department of Transportation (UDOT) and the City regarding a new Highway 165 corridor agreement, the parties agree that the previously contemplated construction of 2900 S (together with ancillary improvements) in conjunction with the development of Ridgeline Park phases 7 through 9, may be modified or eliminated by the plans resulting from such negotiations. Accordingly, the parties agree that rather than constructing 2900 S, Developer shall pay to the City a Non-Project-Specific fee in lieu in the sum of \$312,000, which shall be paid upon execution of amendment and shall at no point be subject to refund. The Developer shall still be required to construct any remaining portion of 250 W in conjunction with construction of infrastructure on phase 7, 8, or 9, whichever develops first.

Given the constraints of the intersection and the long-term need to realign the intersection, as nearby properties develop, Staff is supportive of this proposal.

The existing amount of \$312,000 was proposed by the applicant based upon engineering estimates of required improvements. The Planning Commission recommended that the payment in-lieu amount be based upon estimates that the City solicits, rather than the applicant and include all required improvements to make the intersection compliant with UDOT requirements.

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ORDINANCE 24-11

AMENDMENT 2 OF THE RIDGELINE PARK SUBDIVISION DEVELOPMENT AGREEMENT, ALLOWING FOR A PAYMENT IN-LIEU OF REQUIRED IMPROVEMENTS FOR THE 2900 SOUTH ACCESS ROAD

WHEREAS, Visionary Homes, hereinafter referred to as “the Development” has obtained approval for a Residential Planned Unit Development (“R-PUD”) overlay zone under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”) for the Ridgeline Park Subdivision; and

WHEREAS, In light of continuing negotiations between the Utah Department of Transportation (UDOT) and the City regarding a new Highway 165 corridor agreement, the parties agree that the previously contemplated construction of 2900 S (together with ancillary improvements) in conjunction with the development of Ridgeline Park phases 7 through 9, may be modified or eliminated by the plans resulting from such negotiations. Accordingly, the parties agree that rather than constructing 2900 S, Developer shall pay to the City a Non-Project-Specific fee in lieu; and

WHEREAS, the Parties intend to establish the specific terms, conditions, and requirements for the allowance of the payment in-lieu of improvements.

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

1. The attached Development Agreement- Second Amendment be approved
2. The Agreement shall not take place until the Developer and City have signed the attached Agreement and said Agreement has been properly recorded as required by Nibley City Code.
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 _____

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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**NIBLEY CITY
DEVELOPMENT AGREEMENT**

SECOND AMENDMENT – _____ 2024

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

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

WHEREAS, the parties have entered into ADDENDUM 1 (“Addendum”) to the agreement on June 22, 2021 adding specific terms to the Agreement and a FIRST AMMENDMENT (“First Amendment”) entered into on December 5, 2022, which First Amendment concerns certain modifications to the Agreement regarding the development of 2900 S and other improvements; and

WHEREAS, the parties desire to again amend the Agreement and the provisions regarding 2900 S as modified by the First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 9 of the Agreement as amended by the First Amendment shall be completely replaced and shall read as follows:

In light of continuing negotiations between the Utah Department of Transportation (UDOT) and the City regarding a new Highway 165 corridor agreement, the parties agree that the previously contemplated construction of 2900 S (together with ancillary improvements) in conjunction with the development of Ridgeline Park phases 7 through 9, may be modified or eliminated by the plans resulting from such negotiations. Accordingly, the parties agree that rather than constructing 2900 S, Developer shall pay to the City a Non-Project-Specific fee in lieu in the sum of \$312,000, which shall be paid upon execution of amendment and shall at no point be subject to refund. The Developer shall still be required to construct any remaining portion of 250 W in conjunction with construction of infrastructure on phase 7, 8, or 9, whichever develops first.

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

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

NIBLEY CITY

DEVELOPER

By: JUSTIN MAUGHAN
Its: City Manager

By:

By:

STATE OF UTAH)
 :SS
County of Cache)

On this ____ day of _____, 2024, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

STATE OF UTAH)
 : SS
County of Cache)

On the ____ day of _____, 2024, personally appeared before me, _____, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

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**NIBLEY CITY
R-PUD DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this 30 day of ~~JUNE~~, 2020, between Visionary Home, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Ridgeline Park, hereinafter referred to as “the Development” seeks to obtain approval as a Residential Planned Unit Development (“R-PUD”) under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”); and

WHEREAS, the approval of an R-PUD requires the City, by legislative act, to apply the R-PUD overlay zone to the Development, which act is preconditioned on the Developer entering into and complying with the terms of this Agreement; and

WHEREAS, the Developer has prepared preliminary plans for the Development, including a preliminary site plan, proposed amenity improvements, proposed open space, total number of units to be developed, maintenance plans, and other supporting documentation as required by the City and the R-PUD Ordinance, (“Preliminary Plans”) which plans are attached hereto and made part of this Agreement as Exhibit “A”; and

WHEREAS, it is necessary for the interest of the public welfare that the Development be developed and improved according to the specifications set forth in Nibley City Ordinances and Design Standards and this Agreement; and

NOW, THEREFORE, to induce Nibley City to approve the proposed R-PUD development and rezoning, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance, Nibley City Code Title 21, the R-PUD Ordinance and the Nibley City Design Standards. Developer hereby acknowledges that Developer, or an agent of Developer, has read and understands the provisions of the ordinances and standards and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. Developer hereby acknowledges that the execution of this Agreement, on its own, does not constitute final plat approval, approval of the R-PUD rezone, or permission to begin development, and that any such approvals granted by the City may be granted only upon Developer’s compliance with the terms of the Nibley City Ordinances, Design Standards, and this Agreement.

Ent 1252624 Bk 2162 Pg 404
Date: 15-Jul-2020 09:14 AM Fee \$40.00
Cache County, UT
Michael Gleed, Rec. - Filed By MLG
For VISIONARY HOMES

Nibley City |
Development Agreement | Ridgeline
Park

3. This Agreement, including the Preliminary Plans attached hereto, shall govern the Development. The Developer shall develop, construct, improve, and maintain the Development in a way that is substantially similar to the Preliminary Plans. In no event may the number of units in the Development exceed the number of units described in the Preliminary Plans.

4. Developer shall develop and construct all open space, landscaping, housing units, utilities, amenities, roadways, and all other improvements in accordance with the standards listed within Nibley City Design Standards, Nibley City Code Title 21, Nibley City Code Title 21 Chapter 32.

5. Developer shall develop the park and amenities in proportional phases as required in NCC 19.32.050(A).

6. The Developer shall dedicate 18.3 acres to the City as consideration for this Agreement, free and clear as shown in the attached Preliminary Plans for a City Park. The City and Developer shall then enter into a separate Park Development Agreement for improvement of said park space, as described herein.

~~File # 1252624~~ # 2162 Pg 405

- a. The City and Developer shall enter into a future agreement to develop the City Park Space. This agreement shall cover amenities, infrastructure, landscaping, and development. The City shall design the future City Park Space and all improvements incorporated therein.
- b. The Developer shall develop and construct the City Park Space as determined and designed by the City.
- c. Funding: The Developer shall pay for the design, development, and construction of the City Park Space as described in the Preliminary Plans through park impact fees generated from the Development. The Park Development Agreement shall review and allocate the park impact fees generated from the Ridgeline Park Development in accordance with this section. At least 75% of park impact fees generated from the Development shall be used to fund the design, development, and construction of the City Park Space. All other impact fees may be assessed, collected, and used as set forth in Nibley City Code. The City may waive, offer a credit for, or reimburse impact fees as set forth in Nibley City Code for Developer's provision of park amenities, infrastructure, landscaping, and improvements, provided that the Developer shall not receive a waiver, credit, or reimbursement of any impact fees due to the dedication of the park space.
- d. The park construction shall be proportionally phased in construction with each phase of development of Ridgeline Park R-PUD. The Park Development Plan shall contain a phasing plan for construction of the park space.

7. Developer shall provide dog parks and areas within the common or open space within the HOA property in the development.

8. Developer shall provide a preliminary maintenance plan with the Preliminary Plans for the maintenance of amenities as required by NCC 19.32.050(B).

9. The Developer shall develop a half road of 2900 S adjacent to Ridgeline Park and also develop and pave the 2900 S right-of-way east of the Development to Highway 165, according to City standards, including curb, gutter, sidewalks and landscaping.

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

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

Ent 1252624 Bk 2162 Pg 406

11. The Developer shall construct 250 W on the south edge of its development to align with 250 W south of the development as shown on the Transportation Master Plan.

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

13. This Agreement and the Preliminary Plans may be revised or amended only upon the approval of the Nibley City Council, with the recommendation of the Planning Commission.

14. Developer shall ensure that there are no holders of interests 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 devices, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish these facts prior to receiving final plat approval or approval of the R-PUD rezone.

15. Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees, provision of bonds and other guarantees, and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances and requirements as now existing and as enacted and/or amended prior to construction. In the event of a conflict between this Agreement and any applicable federal, state, county, or city requirement, regulation, or law, the federal, state, county, or city requirement, regulation, or law shall prevail to the extent of such conflict.

16. Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

17. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns including all parties who acquire title to any portion of the Development; provided, however, that this Agreement cannot be otherwise assigned, transferred or conveyed by either party, without the express, written consent of the other party.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

19. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

20. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

21. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

22. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

23. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land and bind all future owners of any part of the Development.

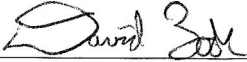
24. Attorney Fees. Both Parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.


Ent 1252624 Bk 2162 Pg 406-A

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

NIBLEY CITY

DEVELOPER


By: DAVID N. ZOOK
Its: City Manager

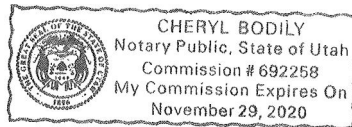

By:
Its: MANAGING MEMBER

By:

STATE OF UTAH)
 : ss
County of Cache)

1252624 Bk 2162 Pg 407

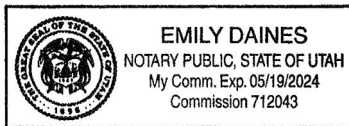
On this 13 day of July, 2020, personally appeared before me DAVID N. ZOOK, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.




NOTARY PUBLIC

STATE OF UTAH)
 : ss
County of Cache)

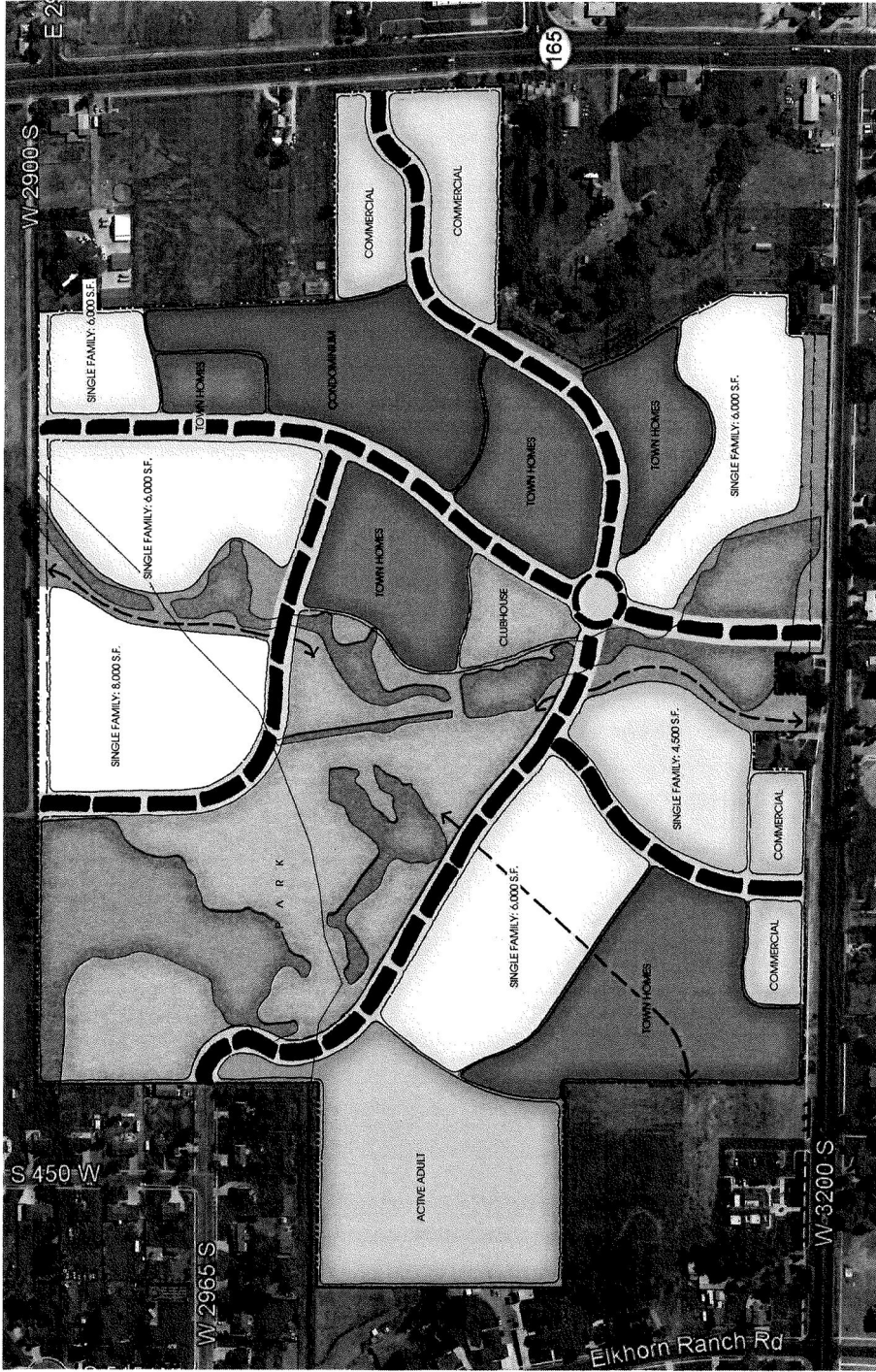
On the 30 day of June, 2020, personally appeared before me, Jeff Jackson, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.




NOTARY PUBLIC

Exhibit A
Preliminary Plans

Ent-1252624 Bk 2162 Pg 408



Site Summary

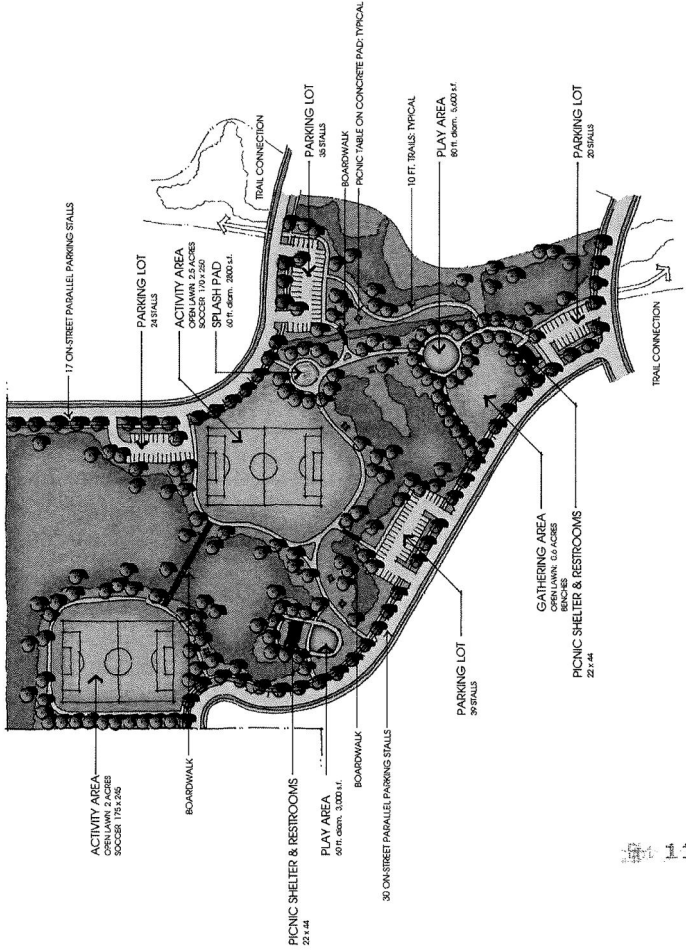
Category	Quantity	Area (S.F.)	Area (Acres)
Single Family	4	28,000	0.64
Town Homes	12	12,000	0.27
Condominium	1	1,000	0.02
Clubhouse	1	1,000	0.02
Active Adult	1	1,000	0.02
Commercial	3	3,000	0.07
Total	22	48,000	1.04

RIDGELINE PARK

Visionary Homes - 50 East 2600 North - North Logan, Utah

R. MICHAEL...
 ARCHITECTS
 1000 EAST 1000 NORTH, SUITE 100
 OGDEN, UTAH 84401

Parcels: 03-022-0002
 03-025-0012
 03-020-0010
 03-020-0017
 03-025-0001
 03-026-0001



City Park		Expenditure Property Inventory Study - Ironwood Construction	
Total Area	19.9 Acres	37.1%	
Wetlands	6.9 Acres		
Parking lot	1.1 Acres	55.4%	
Net Undeveloped Area	10.3 Acres		
Intersect Road	5.515 Linear Feet	1.0 miles	



1:1200 Scale
 Concept Plan, CITY PARK

NIBLEY PROPERTY

Ironwood Construction, 50 East 2500 North, North Logan, Utah

R. MICHAEL KELLY
 CONSULTANTS
 LANDSCAPE ARCHITECTS
 101 N. 100 WEST, SUITE 100
 NORTH LOGAN, UT 84301

Legal Description

For 03-020-0017

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **6/28/1990**

BEG S 28 FT & S 88°46'54"E 617.63 FT FROM NW COR OF SE/4 SEC 21 T 11N R 1E TH S 88°46'54"E 550.92 FT S 1°17'30"W 383.31 FT S 89°07'E 714.36 FT N 2°20'W 402.01 FT S 89° 58'E 69.79 FT N 2°34'23"W 736.30 FT W 1239.12 FT TH S 2°53'E 184.80 FTS 28°33'17"W 205.96 FT S 8°30"E 369.56 FT TO BEG SUBJ TO R'S/W CONT 28.29 AC
SUBJ TO BNDRY LN AGREEMENT W/03-020-0031 ENT 882175 BK 1337 PG 1927

Legal Description

For 03-020-0010

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **6/28/1990**

BEG AT NW COR OF SE/4 SEC 21 T 11N R 1E & TH S 28 FT TO INTERSECTION OF TWO BNDRY FENCE LINES TH S88°46' 54" E 617.63 FT TH N 8°00'30" W 369.56 FT TH N 28°33'17" E 205.96 FT TH N 2°53' W 184.80 FT TH WEST 655.16 FT TO W LN OF NE/4 SD SEC 21TH S 690.29 FT M/L TO BEG 10.23 AC

Legal Description

For 03-025-0001

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **9/26/2000**

BEG 432.83 FT S & 1157.0 FT E OF NW COR OF SW/4 OF SEC 21 T 11N R 1E & TH S 89°02' E 727.10 FT TH S 10°45'34" W 45.0 FT TH S 30°54'52" W 193.55 FT TH SE'LY ALG FENCE IN 5 COURSES: S 17°34'41" E 68.99 FT S 25°04'55" E 42.82 FT S 32°36'34" E 97.91 FT S 29°08'22" E 44.17 FT S 23°16'26" E 171.57 FT S 1°05'06" W 134.31 FT TH N 89°02' W 107.12 FT TH S 1°05'06" W 101 FT TO N LN OF 3200 S ST (66 FT WIDE) TH N 89°02' W 737.78 FT ALG ST TH N 3°23'37" E 828.21 FT TO BEG CONT 14.03 AC M/B

Ent 1252624 Bk 2162 Pg 411

Legal Description

For 03-022-0002

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **6/28/1990**

BEG AT THE NE COR SW/4 SEC 21 T 11N R 1E, S 9.14 CHS N 89°2' W 7.5 CHS N 9.075 CHS TO A PT
7.50 CHS W OF BEG E 7.50 CHS TO BEG WITH R/W CONT 7.16 AC A2286B

Legal Description

For 03-026-0001

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **10/30/1991**

BEG 457.09 FT & E 2467.83 FT FROM NW COR OF SE/4 SEC 21 T 11N R 1E N 2°30'W 402.1 FT N
88°54'04" W 523.05 FT N 89°58'W 69.79 FT S 2°20'E 402.01 FT S 89°02'E 594 FT TO BEG NET 5.47
AC LESS 0.05 AC TO UDOT 505/277 NET 5.42 AC SUBJ TO BNDRY LN AGREEMENT W/03-020-
0012 & 0031 ENT 882175 BK 1337 PG 1927

Legal Description

For 03-025-0012

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **11/2/2000**

BEG S 1°50' W 28 FT FROM NW COR OF SE/4 OF SEC 21 T 11N R 1E & TH S 88°46'54" E 1165.97
FT TH S 1°18'34" W 380.83 FT TH S 3°23'37" W 828.21 FT TO N LN OF 3200 S ST TH N 89°02' W
49.42 FT ALG ST TH N 0°58' E 115 FT TH N 89°02' W 100 FT TH S 0°58' W 82.0 FT TO N LN OF SD
ST (99 FT WIDE) TH N 89°02' W ALG ST 101.2 FT TH N 0°03'20" E 132.5 FT TH N 89°03'47" W 84.4
FT TH S 0°45'59" E 132.5 FT TH N 89°02' W ALG ST 586.37 FT TH N 0°02'17" E 182 FT TH N 89°02'
W 160 FT TH S 0°02'17" W 167 FT TH SE'LY ALG CURVE TO LEFT 23.7 FT TO N LN OF 3200 S ST
TH N 89°02' W 45 FT TO W LN OF SE/4 SD SEC TH N 0°02'17" E 1179.88 FT TO BEG CONT 30.00
AC M/L

1252624 Bk 2162 Pg 412

**NIBLEY CITY
R-PUD DEVELOPMENT AGREEMENT**

03-025-0017

FIRST AMENDMENT – FEBRUARY 2022

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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


Effecting phases 1-4 of Ridgeline Park Subdivision

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

NIBLEY CITY


By: JUSTIN MAUGHAN
Its: City Manager

DEVELOPER


By: Dallas Nicoll
Its: Manager

STATE OF UTAH)
 :SS
County of Cache)

On this 5 day of December, 2022, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.




NOTARY PUBLIC

STATE OF UTAH)
 : SS
County of Cache)

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

Nicoll


NOTARY PUBLIC



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Visionary Homes Ridgeline Park Community





Recorded Amendment to Development Agreement

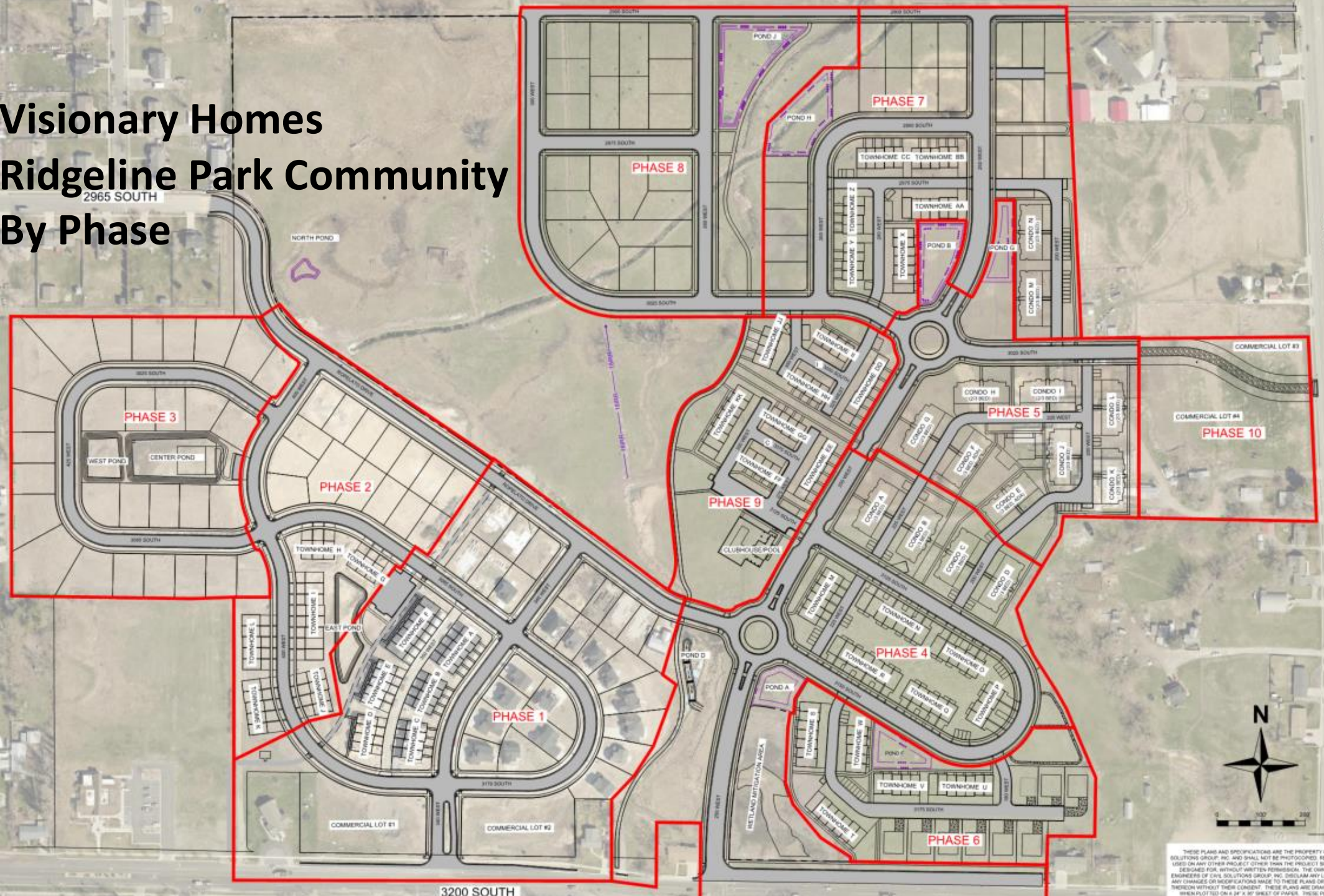
1. Paragraph 9 of the Agreement is amended as follows:

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



Visionary Homes Ridgeline Park Community By Phase

2965 SOUTH



3200 SOUTH

SR-165

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC. AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 1/4" = 1' SCALE OF PAPER. THESE PLANS ARE



Current 2900 S. &
HWY 165 Intersection



009
UNITY
RCH LCMS

03-020-0026
HOLY TRINITY
LUTHERAN CHURCH

03-020-0015
HOLY TRINITY
LUTHERAN CHURCH

03-029-0102
EDWIN J & JALENE
FILMORE

03-029-0103
DANIEL T &
DENISE H AMES

03-029-0099
UTAH DEPT OF
TRANSPORTATION

03-020-0011
ROLANDO PUGA
HERNANDEZ

03-020-0022
S RANDY & VICKIE
TRS ARCHIBALD

03-020-0033
R & V PROPERTY
HOLDINGS LLC

03-020-0032
KOLTN & STEPHANIE
ARCHIBALD

03-029-0112
PAUL &
JODI PRICE



Costco Accel/Decel Lanes and Shoulder Median





Location of Acceleration/Deceleration Lanes

2900 S. Looking North



2900 S. Looking South





Impact Summary

- UDOT requirements have changed the scope of work that was expected on the 2900 S. & Hwy 165 Intersections.
- The raised shoulder median changes that access for homeowners adjacent to 2900 S.
- Changes to the Hwy 165 Corridor agreement will dictate how this intersection looks in the future.



Proposal

- Visionary Homes will pay a fee-in-lieu commensurate with the estimate to build what is on the Amended Development Agreement. We would have to amend the DA to represent this change.
- Nibley City will receive a lumpsum of money that has no strings attached. The City can use the money for any project.
- Visionary Homes is prepared to make payment upon execution of the proposed amendment.



Suggested Language for New Amendment

In light of continuing negotiations between the Utah Department of Transportation (UDOT) and the City regarding a new Highway 165 corridor agreement, the parties agree that the previously contemplated construction of 2900 S (together with ancillary improvements) in conjunction with the development of Ridgeline Park phases 7 through 9, may be modified or eliminated by the plans resulting from such negotiations. Accordingly, the parties agree that rather than constructing 2900 S, Developer shall pay to the City a Non-Project-Specific fee in lieu in the sum of \$312,000, which shall be paid upon execution of amendment.

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Agenda Item #12

Description	Discussion and Consideration: Resolution 24-22 – Appointing Members of the Board of Directors for the Nibley Morgan Farm 501(c)(3) (First Reading)
Presenter	Justin Maughan, City Manager
Staff Recommendation	Select Board Members, Approve Resolution 24-22 and Waive Second Reading
Reviewed By	Larry Jacobsen, Mayor Justin Maughan, City Manager

Background:

The following excerpt from the Adopted Nibley Morgan Farm bylaws gives authority and direction to the Nibley City Council on appointing members to the Board of Directors:

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.

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RESOLUTION 24-22
A RESOLUTION APPOINTING MEMBERS OF THE BOARD OF DIRECTORS FOR THE NIBLEY MORGAN FARM 501(3)(C)

WHEREAS, The Nibley Morgan Farm 501(c)(3) has been created by the City Council, and has been registered with the State of Utah as such, and is now a legal entity; and

WHEREAS, Bylaws have been adopted by the City Council governing the affairs of the Farm, granting authority to the City Council to appoint the members of the Board of Directors.

NOW THEREFORE be it resolved by the Nibley City Council appoint the following people to the Board of Directors for the duration of the listed term, to the Nibley Morgan Farm:

_____	4 Year Term
Board Member 1	
_____	4 Year Term
Board Member 2	
_____	2 Year Term
Board Member 3	
_____	2 Year Term
Board Member 4	
_____	1 Year Term
Board Member 5	

PASSED BY THE NIBLEY CITY COUNCIL THIS 24 DAY OF OCTOBER, 2024.

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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BYLAWS
OF NIBLEY MORGAN FARM CORPORATION
OF
NIBLEY CITY, UTAH

ARTICLE I

OFFICES

The principal corporate offices of Nibley Morgan Farm 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. For the initial incorporation of 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, an officer may be appointed by the majority vote of the Officers to act in their 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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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)

Agenda Item #13

Description	Discussion & Consideration: Acceptance of an Annexation Petition for further consideration for Real Property into the Municipal Boundaries of Nibley City for parcel 03-049-0010, 03-049-0011, and 03-049-0013, located at approximately 3600 South 1500 West . (Applicant: Dan Larsen, Kartchner Homes)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Accept Annexation Petition for further consideration for Real Property into the Municipal Boundaries of Nibley City for parcel 03-049-0010, 03-049-0011, and 03-049-0013, located at approximately 3600 South 1500 West
Reviewed By	Levi Roberts, City Planner Justin Maughan, City Manager Tom Dickinson, City Engineer Cheryl Bodily, City Recorder Joel Yellowhorse, City Attorney

Background:

Dan Larsen, representative of Kartchner Homes, filed an annexation petition to annex parcel 03-049-0010, 03-049-0011, and 03-049-0013, located at approximately 3600 South 1500 West, which contains 52.29 acres into Nibley City. The area is within the City's annexation declaration boundary of the annexation policy plan. The annexation would be contiguous with existing City boundaries. It would create an unincorporated peninsula, as defined by UCA 10-2-401(1)(I). This is allowed by State Code provided that the county and municipality have otherwise agreed.

The applicant has indicated that the property is intended to be developed as medium to high density residential. The Future Land Use Plan designates a portion of this property as 'medium density residential' and a portion as 'commercial and medium to high density residential.' The exact zoning designation for the property is to be determined after a recommendation from Planning Commission, but the proposed use is compatible with the Future Land Use Map.

The applicant has completed the required steps and submitted required materials for this consideration. Specifically, the applicant has filed a notice of intent to annex, sent a copy to each affected entity and submitted an annexation petition. The Cache County Clerk's Office has provided a certificate of notice for the required Annexation Notice, as well.

The next step in the annexation process is for the City Council to accept the annexation petition for further consideration. This happens prior to certifying the annexation, which can occur after a notification period and recommendation from Planning Commission. After which, the City Council will consider to approve the annexation. Staff recommends that the City Council accept the annexation petition for further consideration at this time.

ANNEXATION PETITION

Contact Sponsor:

Dan Larsen
601 west 1700 South
Logan Ut, 84321
435-755-7080

Part of Lot 4, 5, 14 and 15, Block 15, Millville West Field Survey located in the Northwest Quarter of Section 29, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the West Quarter Corner of Section 20, Township 1 East of the Salt Lake Baseline and Meridian monumented with an Aluminum Cap (East Quarter Corner of said Section 20 monumented with a Brass Cap bears N 89°55'25" E 5306.65 feet) thence N 89°55'25" E 2183.73 feet along the Quarter Section line; thence South 3852.35 feet to the Southwest Corner of Nibley Farms, Phase 6 recorded in the Cache County Recorder's Office under Entry No. 1322379 on June 21, 2022 and the POINT OF BEGINNING and running thence S 88°55'24" E 701.51 feet along the south line of said Nibley Farms, Phase 6 and its projection thereof to the east right of way line of 1200 East Street; thence along said east right of way line the next three courses:
thence S 00°32'23" W 18.15 feet;
thence 736.21 feet along a curve to the left, with a central angle of 01°30'33", a radius of 27950.50 feet, and a chord that bears S 00°12'53" E 736.19 feet;
thence S 00°58'10" E 585.07 feet;
thence N 89°13'34" W 1312.59 feet along the south line of Parcel 03-049-0013 to a 5/8" rebar;
thence N 00°28'04" E 678.21 feet along the west line of Parcel 03-049-0013 to the south line of Lot 5, Block 15, Millville West Field Survey;
thence N 88°52'50" W 802.89 feet along the south line of Lot 5, Block 15, Millville West Field Survey and its projection thereof;
thence N 00°31'03" E 667.78 feet (North 660 feet, By Record);
thence S 88°53'35" E 1390.02 feet to the point of beginning, containing 52.292 acres, more or less.

Signatures of property owners in the Annexation boundary

Notice:

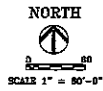
- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Nibley City. If you choose to withdraw your signature, you shall do so no later than 30 days Nibley City receives notice that the petition has been certified.

Parcel # 03-049-0010
K Holdings LLC



Parcel # 03-049-0011
Bruce W Albresten and Connie Albersten Revocable living Trust

Parcel # 03-049-0013
Bob Matthew & Melynda Ropeleto



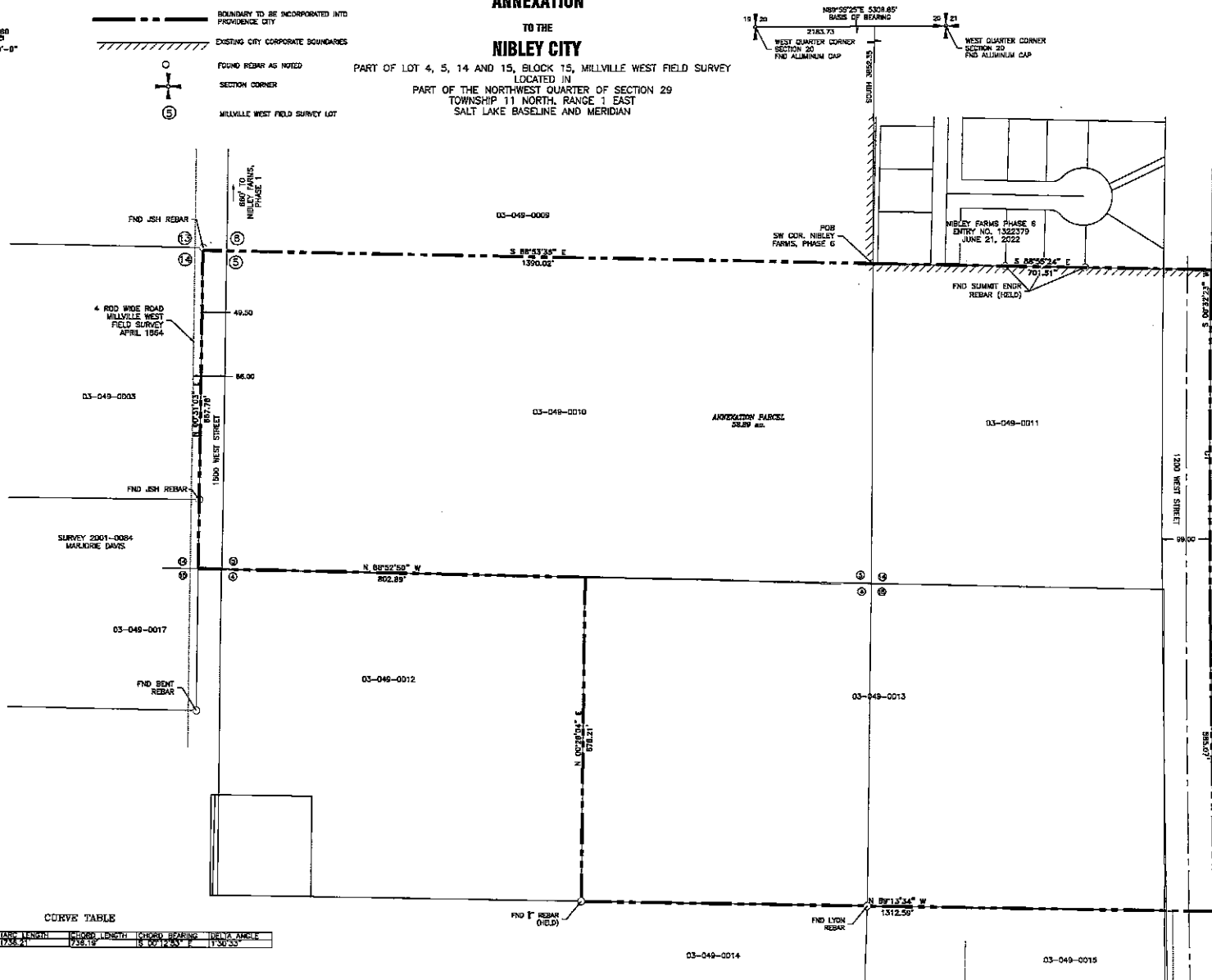
LEGEND

- BOUNDARY TO BE INCORPORATED INTO PROVIDENCE CITY
- EXISTING CITY CORPORATE BOUNDARIES
- FOUND REBAR AS NOTED
- SECTION CORNER
- MILLVILLE WEST FIELD SURVEY LOT

NIELSEN, ALBRETSSEN, ROPELATO ANNEXATION

TO THE NIBLEY CITY

PART OF LOT 4, 5, 14 AND 15, BLOCK 15, MILLVILLE WEST FIELD SURVEY LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 29 TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASELINE AND MERIDIAN



CURVE TABLE

CHORD	BEARINGS	CHORD LENGTH	CHORD BEARINGS	ARC LENGTH	ARC BEARINGS
01	S 89°52'25" E	1390.02	S 00°12'00" E	1738.79	11°50'33"
02	N 81°52'50" W	802.89			
03	S 88°52'24" E	701.51			

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE NIBLEY CITY COUNCIL, HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON THAT SAID TRACT BE ANNEXED TO NIBLEY CITY, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILE HEREWITH ALL IN ACCORDANCE WITH THE UTAH CODE SECTION 2-2-403, AND THAT WE HAVE EXAMINED SAID DEED HEREWITH AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

RECORDED

APPROVED: _____ MAYOR

DEPUTY COUNTY SURVEYOR APPROVAL

I certify that I have examined this plat and find it to be correct and in accordance with information on file in this office.

Date _____ Deputy County Surveyor

SURVEYOR'S CERTIFICATE

I, BRIAN C. LYON, HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO NIBLEY CITY, CACHIE COUNTY, UTAH.



BOUNDARY CERTIFICATE

Part of Lot 4, 5, 14 and 15, Block 15, Millville West Field Survey located in the Northwest Quarter of Section 29, Township 11 North, Range 1 East of the Salt Lake Base and Meridian (described as follows):

Commencing at the West Quarter Corner of Section 20, Township 1 East of the Salt Lake Base and Meridian monumented with an Aluminum Cap (East Quarter Corner of said Section 20 monumented with a Brown Cap bears N 08°52'25" E 5308.85 feet to the East Quarter Corner of said Section 20; thence South 3852.35 feet to the Southwest Corner of Nibley Farms, Phase 6 recorded to the Cache County Recorder's Office under Entry No. 1322379 on June 21, 2022 and the POINT OF BEGINNING and running thence S 88°52'24" E 701.51 feet along the south line of Nibley Farms, Phase 6 and its projection thereof to the west right of way line of 1200 East Street; thence along said east right of way line the next three courses:

- thence S 00°32'23" W 123.51 feet;
- thence 328.40 feet along a curve to the left, with a central angle of 01°23'23", a radius of 19880.80 feet, and a chord that bears S 00°12'00" E 329.48 feet;
- thence S 07°58'10" E 890.64 feet;
- thence N 81°17'04" W 1312.59 feet along the south line of Parcel 03-048-0013 to a 5/8" rebar;
- thence N 00°28'04" E 678.21 feet along the west line of Parcel 03-048-0013 to the south line of Lot 5, Block 15, Millville West Field Survey;
- thence N 88°52'25" W 802.89 feet along the south line of Lot 5, Block 15, Millville West Field Survey and its projection thereof;
- thence N 00°31'03" E 887.78 feet (North 880 feet, by Record);
- thence S 88°52'25" E 1390.02 feet to the point of beginning, containing 52.286 acres, more or less.

NIELSEN, ALBRETSSEN, ROPELATO ANNEXATION

TO THE NIBLEY CITY

PART OF LOT 4, 5, 14 AND 15, BLOCK 15, MILLVILLE WEST FIELD SURVEY LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 29 TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASELINE AND MERIDIAN

ALLIANCE CONSULTING ENGINEERS

150 EAST 200 NORTH SUITE P
LOCAL, UTAH 84321
(435) 735-6121

DATE AUG-2024

ANNEXATION PETITION

Contact Sponsor:

Dan Larsen

601 west 1700 South

Logan Ut, 84321

435-755-7080

Part of Lot 4, 5, 14 and 15, Block 15, Millville West Field Survey located in the Northwest Quarter of Section 29, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

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Signatures of property owners in the Annexation boundary

Notice:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of Nibley City. If you choose to withdraw your signature, you shall do so no later than 30 days Nibley City receives notice that the petition has been certified.

Parcel # 03-049-0010
K Holdings LLC

Parcel # 03-049-0011
Bruce W Albreten and Connie Albreten Revocable living Trust
Albreten Connie C Albreten

Judy Andreasen Successor Trustee for Trust (daughter)

Parcel # 03-049-0013
Bob Matthew & Melynda Ropeleto

ANNEXATION PETITION

Contact Sponsor:
Dan Larsen
601 west 1700 South
Logan Ut, 84321
435-755-7080

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K Holdings LLC

Parcel # 03-049-0011
Bruce W Albresten and Connie Albersten Revocable living Trust

Parcel # 03-049-0013
Bob Matthew & Melynda Ropeleto

Melynda Ropeleto

10/17/2024, 04:19:10 PM MDT

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Cache County School District
84 East 2400 N
North Logan, UT 84341

NOTICE OF INTENT TO FILE ANNEXATION PETITION Date of Notice: 9/23/2024

Date of Intended Petition: 11/1/2024

Petition Sponsor:___ K Holding, LLC.
Dan Larsen
435-755-7080

Please be advised that as per Utah State Code Annotated 10-2- 403(6) this serves as a notice of intent to file an annexation petition with the City of Nibley for property described as follows:

Part of Lot 4, 5, 14 and 15, Block 15, Millville West Field Survey located in the Northwest Quarter of Section 29, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

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Cache Mosquito Abatement District
PO Box 466
Hyde Park, UT 84318

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Dan Larsen
435-755-7080

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Nibley/Millville Cemetery District
310 E 100 N
Millville, UT 84326

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Cache Valley Transit District
754 West 600 North
Logan, UT 84321

NOTICE OF INTENT TO FILE ANNEXATION PETITION Date of Notice: 9/23/2024

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Cache County
179 North Main St. Suite 305
Logan, UT, 84321

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Nibley City
455 West 3200 South
Nibley, UT 84321

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