



## NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, February 20, 2025 – 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 view the meeting via the YouTube link provided at [www.nibleycity.gov](http://www.nibleycity.gov). Public comment should be submitted to [cherylb@nibleycity.gov](mailto:cherylb@nibleycity.gov) by 6:30 p.m. and will be read into the public record.*

1. Opening Ceremonies (Councilmember Mansell)
2. Call to Order and Roll Call (Chair)
3. Approval of the January 30, 2025, Regular and Closed Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period<sup>1</sup> (Chair)
5. Planning Commission Report
6. **Discussion & Consideration:** Amendment to the Interlocal Agreement for Dispatch Services Between Logan City and Nibley City
7. **Discussion & Consideration:** Resolution 25-08—A Resolution Authorizing the Filing of an Action by the City of Nibley, Utah to Resolve the Acquisition of Land in Regards to the Wesley Nelson Farms Development (First Reading)
8. **Discussion & Consideration:** Awarding a Contract with Wall Consultant Group (WCG) to Complete the Nibley City General Plan
9. **Discussion & Consideration:** Ordinance 25-06—Notice to Adopt or Amend an Impact Fee Facilities Plan; Logan City Wastewater Impact Fees (Second Reading)
10. **Discussion & Consideration:** Ordinance 25-02—Notice of Intent to Adopt an Impact Fee Enactment; Adjusting Logan City Wastewater Treatment Impact Fees for Residential Multifamily Units (Second Reading)
11. **Discussion and Consideration:** Ordinance 25-04—Amending NCC 19.24.160, 19.24.260, 19.12.040, 19.32.080, 19.24.250; Parking Requirements, Including Amendments to Minimum Parking Spaces with New Development, Establishing Minimum Bicycle Parking, and Allowing for Alternative parking plan (Second Reading)
12. **Discussion and Consideration:** Resolution 25-02—Adopting the Nibley City Active Transportation Plan (Second Reading)
13. **Discussion & Consideration:** Resolution 25-07—Indicating the Intent to Adjust the Municipal Boundary Between the City of Logan and Nibley City (First Reading)
14. **Public Hearing:** Ordinance 25-09—An Ordinance Vacating Public Right of Way 1200 West Between Approximately 3230 South to 3300 South
15. **Discussion & Consideration:** Ordinance 25-09—An Ordinance Vacating Public Right of Way 1200 West Between Approximately 3230 South to 3300 South (First Reading)
16. **Discussion & Consideration:** Ordinance 25-05—Development and Land Adjustment Agreement with Nibley Hawk Hollow, LLC for the Hawk Hollow Subdivision for the Adjustment of Boundaries Between City Parcels and the Developer Parcel, Located at Approximately 1050 W 3200 S, Setting Forth Terms and Conditions, Including an Exception to NCC 21.12.060(F)(3) Regarding Pedestrian Connectivity (First Reading)

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

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

17. **Discussion & Consideration:** Boundary Line Adjustment Affecting Parcels 03-018-0015, 03-229-8002 and 03-017-0012 Between Nibley City and Nibley Hawk Hollow, LLC
18. **Public Hearing:** Ordinance 25-10—Amendments to Nibley City Code 15.02.040 Statement of Charges; Delinquency
19. **Discussion & Consideration:** Ordinance 25-10—Amendments to Nibley City Code 15.02.040 Statement of Charges; Delinquency (First Reading)
20. **Workshop:** Water Rate Review
21. **Workshop:** Contract with Hyrum City for Library Services
22. **Workshop:** Ordinance 13.02.020 Removal of Snow

**23. Council and Staff Report**

Adjourn

*Nibley City's next scheduled Council meeting will be on Thursday, March 13, 2025, at 6:30 p.m.*



## **Agenda Item #6**

<b>Description</b>	<b>Discussion and Consideration:</b> Amendment to the Interlocal Agreement for Dispatch Services Between Logan City and Nibley City
<b>Presenter</b>	Kristi Walker, Logan City Police Department
<b>Staff Recommendation</b>	
<b>Reviewed By</b>	Larry Jacobson, Mayor Justin Maughan, City Manager

### **Background:**

The 911 Dispatch Center at Logan City Police Department is proposing a 10% rate increase, with an additional yearly 3% increase through 2029. The current fee is \$3.00 per household. The fee for next Fiscal Year (25/26) would be \$3.30. The following table is a history of the past five years of payments made to the Dispatch Center, and an estimate of the next five years based on the proposed amendment to the agreement.

						\$ per House	\$ 3.30	\$ 3.40	\$ 3.50	\$ 3.61	\$ 3.61	\$ 3.61
						Estimated	Projected					
						FY24/25	FY25/26	FY26/27	FY27/28	FY28/29	FY29/30	FY30/31
FY 18/19	Fy 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	\$ 68,520.00	\$ 70,722.00	\$ 72,549.00	\$ 74,919.00	\$ 77,685.00	\$ 78,165.00	\$ 81,000.00
Increase		3%	3%	3%	4%	1%	4%	16%	6%	6%	4%	3%
		Growth		3.5%	# Household	2344	2427	2512	2600	2691	2786	2884

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**AMENDMENT NO. 1**  
**TO THE INTERLOCAL AGREEMENT FOR DISPATCH SERVICES**  
**BETWEEN LOGAN CITY AND NIBLEY CITY**

This AMENDMENT NO. 1 (“Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_ 2025, to the INTERLOCAL AGREEMENT FOR DISPATCH SERVICES (“Agreement”) between Logan City (“LOGAN”) and Nibley City (“USER”) executed on July 21, 2017.

**BACKGROUND**

The Parties entered into the Agreement to govern the dispatch services LOGAN provides USER. Pursuant to the Agreement, LOGAN has assessed USER a Three Dollar (\$3.00) per month per household or commercial site rate (“Assessment”) for those households/sites located within USER’s boundaries. LOGAN has not increased the Assessment amount since 2002. Due to the increased demand for dispatch services caused by population growth and the increased cost of the dispatch services, the Parties recognize that it is necessary to make a slight increase to the Assessment. The purpose of this Amendment is to express the Parties’ consent (expressly conditioned upon approval by the Parties’ relative legislative bodies) to increase the Assessment charged to USER for the dispatch services provided by LOGAN.

**AMENDMENT**

Accordingly, the Parties agree to amend the Agreement as follows:

1. Section 3(A) in the Agreement entitled “ASSESSMENTS FOR OPERATING COSTS” is hereby revoked and replaced with the following:

A. The USER shall be assessed for services received and the assessment shall be currently equivalent to Three Dollars and Thirty Cents (\$3.30) per month, per household or commercial site located with the USER’s boundaries. This assessment may be amended by LOGAN upon due notice to and with USER’s approval. USER shall have an opportunity to appear before LOGAN at a regularly scheduled LOGAN municipal council meeting with respect to the amount of the assessment.

- i. The above assessment is equal to a ten percent (10%) increase on the current three-dollar (\$3.00) rate. The ten percent (10%) increase is for fiscal year 2026 (July 1, 2025 – June 30, 2026) only. The Parties agree that there will be a three percent (3%) increase each year thereafter, beginning in fiscal year 2027 (July 1, 2026 – June 30, 2027) and continuing through, and including, fiscal year 2030 (July 1, 2029 – June 30, 2030).
2. Add Section 3 (E) titled “NON-APPROPRIATION.” Section 3 (E) shall read:
  - A. This Agreement recognizes that the parties are governmental entities which rely upon the appropriation of funds by their respective governing bodies to satisfy obligations. As such, if the City of Nibley determines that it does not have funds to meet its obligations under this Agreement, it shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available.
3. Integrated Agreement: Apart from the Amendments described above, the Agreement remains unchanged and in full effect and shall be interpreted as a part thereof as a single integrated agreement.

**IN WITNESS WHEREOF**, this Amendment is signed by the Parties on the date indicated below.

LOGAN CITY

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Mayor Holly Daines  
Date:

ATTEST:

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Teresa Harris  
Logan City Recorder

NIBLEY CITY

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Mayor Larry Jacobsen  
Date:

ATTEST:

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Cheryl Bodily  
Nibley City Recorder

## Agenda Item #7

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Resolution 25-08—A Resolution Authorizing the filing of an action by the City of Nibley, Utah to Resolve the Acquisition of Land in Regards to the Wesley Nelson Farms Development
<b>Presenter</b>	Justin Maughan, City Manager
<b>Staff Recommendation</b>	Move to Approve Resolution 25-28— A Resolution Authorizing the filing of an action by the City of Nibley, Utah to Resolve the Acquisition of Land in Regards to the Wesley Nelson Farms Development
<b>Reviewed By</b>	Larry Jacobson, Mayor Justin Maughan, City Manager

### **Background:**

Nibley City previously obtained a Right of Occupancy to construct the roundabout at 2600 South and 1200 West from Wesley Nelson Farms. This means that the City was given permission to construct the roundabout by the property owner, even though an agreed upon amount of money for the purchasing of the property had not been yet reached. In conjunction with the Council, staff continued to negotiate the purchase price of the property. The Utah Ombudsman's Office assisted in mediation that reached no conclusion. An offer for arbitration has been made by the City without acceptance by the property owner. Therefore, Council has directed staff to move forward with acquisition of land by adopting the proposed resolution.

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## **RESOLUTION 25-08**

### **AUTHORIZING THE FILING OF AN ACTION TO FINALIZE THE ACQUISITION OF PROPERTY OWNED BY WESLEY NELSON FARMS, INC. UNDER THE POWER OF EMINENT DOMAIN**

WHEREAS the public interest and necessity require the City of Nibley (“City”) to provide for streets and related improvements on land shown in Exhibit A (the “Property”); and

WHEREAS Utah Code Ann. §78B-6-501 authorizes the City to utilize the power of eminent domain for roads, byroads, streets, and alleys for public vehicular use, including for access to a development; and

WHEREAS Utah Law, Utah Code Ann. § 78B-6-502 authorizes the City to acquire an easement for the erection of streets and related improvements; and

WHEREAS the City has previously entered a Right of Entry and Occupancy Agreement which provided for an initial payment for the Property and construction of the improvements, but left the total price of the property up to negotiation; and

WHEREAS after extended negotiations, no final price was agreed upon by both the City and the owner of the Property; and

WHEREAS public interest and necessity require the finalization of the costs and payment for acquisition and occupancy of the real property or interests in real property hereinafter described for such public improvement and use; and

WHEREAS the said public improvement and use is planned and located in a manner which will be most compatible with the greatest public good and the least private injury;

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

- Section 1. The City Council hereby finds and determines that it is in the best interests of the City and its residents for the City to acquire the real property hereinafter described or interests in real property by condemnation in accordance with the provisions of the Statutes and the Constitution of the State of Utah relating to eminent domain for the completion of the street and related improvements.
- Section 2. The City hereby finds and determines that it has attempted, through reasonable negotiation, to purchase the real property hereinafter described or interests in real property from the landowner.
- Section 3. The City hereby authorizes the City Attorney, to prepare and prosecute such proceeding or proceedings in the proper court having jurisdiction thereof as are necessary to finalize such acquisition.
- Section 4. The City hereby authorizes the City Attorney to obtain from said Court, an Order finalizing the amount payable for the land; and

Section 5. This resolution shall be effective upon adoption.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2025

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Larry Jacobsen, Mayor

ATTEST

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Cheryl Bodily, City Recorder

## Agenda Item #8

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Awarding a Contract with Wall Consultant Group (WCG) To Complete the Nibley City General Plan
<b>Presenter</b>	Levi Robers, City Planner
<b>Staff Recommendation</b>	Move to Awarding a Contract with Wall Consultant Group (WCG) to Complete the Nibley City General Plan
<b>Reviewed By</b>	Larry Jacobson, Mayor Justin Maughan, City Manager Levi Roberts, City Planner Joel Yellowhorse, City Attorney General Plan Selection Committee

### Background:

This year, the City Council has budgeted to update the General Plan last adopted in 2016. The General Plan will provide guidance for the implementation and coordination of land use, transportation, housing, parks and open space, water resources and municipal services. The process will be informed by extensive public engagement to formulate the community's vision and a thorough analysis of existing and needed community resources to improve quality of life as the community grows. The Plan will provide actionable strategies to guide the City's formulation of its ordinances, zoning and capital projects. The City requested proposals from firms interested in providing these services.

Four firms responded to the Request for Proposals. A selection committee made up of the following individuals evaluated the proposals. Below are the average scores for each of the firms that proposed on the project.

Wall Consultant Group (WCG)	73.75
JUB Engineers	73.54
Downtown Redevelopment Services	73.33
GSBS	68.75

There was consensus among the group to recommend awarding the contract to Wall Consultant Group (WCG). Lewis Robertson Young (LRB) is a subconsultant on the project. The Committee was impressed with the level of technical expertise that the team would bring to the project and the innovative approach that they offered.

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

**Nibley City General Plan**

THIS CONTRACT (The "Contract") is made and entered into effective as of the 14 day of February, 2025 (the "Effective Date"), by and between Nibley City, Utah, a Utah municipal corporation ("City"), and WCEC Engineers, Inc. dba Wall Consultant Group, a Utah corporation ("Vendor").

On November 22, 2024, City issued the Nibley City General Plan REQUEST FOR PROPOSALS (the "Solicitation") for professional services (the "Services"). Vendor submitted a proposal or bid dated January 7, 2025 (the "Proposal") and was selected to provide the Services. This Contract, together with the Contract Documents described herein, is the "Resultant Contract" contemplated in the Solicitation. The City and the Vendor are sometimes referred to in the Resultant Contract collectively as the "Parties" and each individually as a "Party."

1. **CONTRACT DOCUMENTS:** This Contract consists of the totality of all of the following documents, which collectively are referred to as the "Contract Documents," which by this reference are incorporated herein:
  - A. This signed Contract for Professional Services;
  - B. The Professional Services Contract Terms and Conditions
  - C. The Scope of Work
  - D. Project Schedule & Cost Estimate
2. **PRIORITY OF DOCUMENTS:** In the event of a conflict between the Scope of Work and the Terms and Conditions, the Terms and Conditions shall govern. In the event of a conflict between the Scope of Work and this Contract, this Contract shall govern.
3. **SCOPE OF SERVICES:** The Vendor shall provide the City the services described in the Scope of Work, subject to the Professional Services Contract Terms and Conditions.
4. **CONTRACT PRICING:** Contract pricing is \$80,000
5. **TERM OF CONTRACT:** The term of the Contract is eighteen months, commencing on February 14, 2025 and terminating on August 14, 2026 unless sooner terminated in accordance with the provisions set forth in the Contract Documents. The City reserves the right, at its sole discretion, to extend the Contract for up to one (1) additional term of eighteen months. The total length of the Contract shall not exceed three (3) years.

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

Nibley City, a Utah municipal corporation:

By: \_\_\_\_\_  
City Manager, Justin Maughan

Approved as to form: \_\_\_\_\_ Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Joel Yellowhorse, City Attorney

City Recorder, Cheryl Bodily

By:   
Its: Vice President

Wall Consultant Group, a Utah Corporation:



2139 South 1260 West  
Salt Lake City, UT 84119

801-669-7345  
wcg.us

February 13, 2025

Levi Roberts, AICP

Nibley City

455 West 3200 South

Nibley, Utah 84321

435-760-8459

[levir@nibleycity.gov](mailto:levir@nibleycity.gov)

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***SUBJECT: Nibley City General Plan Scope of Work***

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Dear Levi,

We are excited to work with you on updating the Nibley City General Plan.

We have completed dozens of general plans around the state, and we have put together the following scope of work based on our proposal and the information you provided. The following is an outline of our proposed scope of work, assumptions, schedule, and cost estimate to complete the general plan.

The purpose of this project is to prepare a comprehensive general plan update. This plan will be done in accordance with Utah State Code and will actively involve the public in formulating the vision for the community. The plan will provide guidance for the implementation and coordination of land use, transportation, housing, parks and open space, water resources and municipal services.

**Scope of Work**

**Task 1: Project Coordination**

Kyle Horton will serve as the consultant project manager and will communicate regularly with City staff to report on progress with the General Plan. We propose a monthly coordination meeting with the project team to coordinate the project with regular email updates as needed. An agenda will be prepared for each monthly meeting and be provided to the City prior to the meeting. Early on WCG will work with City staff to identify a vision and goals for the General Plan.

**Task 2: Public & Stakeholder Engagement**

WCG, together with the project team, will develop a public involvement plan early in the project that will ensure the public is engaged early and often throughout the planning process, and that the plan reflects the needs and desires of the community it serves. The public involvement plan will include:

- Communication Strategy: WCG will create a branding package for the public involvement process and will rely on multiple channels of communication to reach a broad audience (i.e. traditional media, social media, newsletters, and the City's website).
- Stakeholder One-on-One Meetings: WCG will identify key stakeholders, including elected officials, key staff members, residents, local businesses, developers, community organizations, city groups, among others for one-on-one meetings to understand their interests, concerns, and vision for the future of Nibley.
- Values-Based Visioning Exercise: A community-wide, values-based visioning exercise will be conducted early in the planning process and will serve as the collective guidepost of the general plan decision making process.
- Citywide Event: WCG will attend one (1) citywide event to present the general plan's progress and gather citizen input. WCG will provide the City with any materials developed for the citywide event to allow the City to attend additional events if they desire. A creative way to get citizens involved will be developed for the event.
- Public Meeting and Workshop: WCG will hold one (1) public meeting to present the future development scenarios to the public and stakeholders and gather citizen input.
- Community-Wide Survey: WCG will develop an online survey to be released to the public for use in gathering feedback on the community's preferred future development scenario and other aspects of the general plan. WCG will analyze the survey results to identify common themes, concerns, and suggestions which will serve as a base for the actionable plan in the general plan.
- Online Engagement: WCG will construct a dedicated webpage (ESRI StoryMap) linked on Nibley's website for the general plan with project information, relevant documents, and the community-wide survey.

#### **Task 3: Existing Conditions & Existing Plan Review**

WCG will coordinate with City staff to identify and document existing City and regional plans. We will identify the relevant concepts, intentions, goals, and objectives developed by these plans.

LRB will review available data regarding the City's current population and demographic information, including information related to the 2020 Census, and American Community Survey Census Data. LRB will also evaluate the City's existing parcel data to determine assessed value and building square footage by land use type. LRB will analyze several other data sets to determine future population growth within the City. These include state population datasets, Traffic Analysis Zone ("TAZ"), impact fee data, and building permit data.

WCG will use Kem C. Gardner Institute County-wide projections and Cache MPO Travel Demand Model outputs as a basis for updating population growth projections for the City. We will compare current building permits to the household and employment projections at the TAZ level to verify the accuracy of the Cache MPO Travel Demand Model estimates. Permitted developments will also be used to help forecast future growth forecasting.

#### **Task 4: Development Scenarios**

WCG and LRB will develop and present three future development scenarios that explore different approaches to managing projected growth using 2050 as the future planning horizon year. The scenario development effort will be modeled after the Envision Utah Scenario Planning Guide.

One future development scenario will serve as a “Baseline Scenario” that projects current development trends. The two additional scenarios will vary in terms of land use types and densities and will be determined based on feedback from public engagement, elected officials, and key stakeholders and are to be refined in project coordination efforts with the City. The three scenarios will be presented graphically in map format and include data about the amount of land dedicated to each land use. Future quality-of-life will be projected for each scenario based on the following metrics:

- Establishment of a Town Center
- Sales Tax Leakage: Projected change in local spending captured versus leaked to other jurisdictions
- Preserved Open Space: Proportion of undeveloped land dedicated to conservation or recreation
- Housing Type Index: Mix of housing types (single-family, multifamily, townhomes etc.)
- Infrastructure Cost per Capita: Projected costs for water, sewer, and transportation improvements divided by population
- Roadway Level of Service: Roadway level of service will be estimated on major corridors based on the adjacent land use types and densities
- Access to Transit: Proportion of population within  $\frac{1}{2}$  mile access to transit corridors
- Regional Trail Connectivity: Proportion of population within  $\frac{1}{4}$  of a regional trail
- Walkability Index: Percentage of the population within walking distance of parks, schools, and commercial centers

These quality-of-life benchmark criteria will help residents understand the outcomes of the land-use strategies in each scenario and provide the City metrics to make fiscally responsible decisions.

These three scenarios, and all associated metrics, will be presented to the community and stakeholders at a public meeting and workshop. A survey-based community satisfaction score will assess the community's perceptions of quality of life. The preferred scenario will become the focus of the community's vision.

#### **Task 5: Vision, Goal, Strategy and Action Item Formulation**

The results from the development scenario exercise, feedback from the Public Involvement Plan, and the guidance of the Steering Committee, will help WCG develop a community vision statement with supportive goals, strategies and action items to be incorporated into the General Plan. The vision and goals will be specific, clear, and direct statements that are not open for interpretation. The vision, goals, strategies and action items will incorporate best practices tailored to Nibley's needs. WCG will provide recommendations for the City to realize the vision and goals in updates to the City code and land use ordinance. Action items will include specific guidance about recommended ordinance updates and recommendations to be incorporated into the Nibley City Master Plans of public facilities.

#### **Task 6: Draft Future Land Use Map**

Based on the feedback received from the Public Involvement Plan, existing land use elements/patterns, staff input, environmental concerns, recently completed plans, the development scenario planning exercise, and experience with sustainable development, WCG will develop a land use map which will be presented to the City for refinement. The future land

use map will be provided to the City in a GIS map package and illustrative image format. The categories of zoning and future land use will be clearly defined in the map and document.

### **Task 7: Compile Plan for Adoption**

We understand the need for Nibley's General Plan to comply with LUDMA - the Utah Land Use, Development, and Management Act - Utah State Code 10-9a-403. We will oversee the effort to revisit and update components of the general plan to meet Utah State Code, and to complement and provide guidance to the City's existing Master Plans.

- **Land Use:** WCG will craft policies that align with Nibley's vision and preferred growth scenario, ensuring resiliency for the city's future. We will summarize the results of the scenario development planning exercise into a preferred alternative shaped by public and stakeholder involvement. Additionally, we will provide recommendations for sustainable community design that protect environmental assets while minimizing water consumption in compliance with existing mandates and recent Utah legislative updates.
- **Transportation & Traffic Circulation:** Our approach will focus on establishing a clear vision and goals that enhance safety and mobility for Nibley residents. We will emphasize access to transit, trails, bike networks, and diverse mobility options to help the city make informed decisions that balance community needs with transportation goals.
- **Residential Development & Moderate-Income Housing:** The 2022 Nibley City's Moderate Income Housing Plan does a great job of outlining the City's current residential housing preference type of single-family and small-family housing along with seven strategies to implement the plan. The plan recognizes that even though the City will encourage and support the development of affordable housing and subdivisions by developers and builders, the market will play an important part in determining what type of home and prices will be sold. WCG will incorporate Nibley's stated preferences from the Moderate-Income Housing Plan into the scenario development process, exploring higher-density opportunities and moderate-income housing types in areas near commercial, employment, and mixed-use zones if desired.
- **Water Use & Preservation:** WCG will complete a water use and preservation element, drawing on recent experience in developing similar plans that align with DNR and state water conservation requirements. We understand the innovative solutions, best practices, and tools needed to enhance water efficiency for both indoor and outdoor use. The water use and preservation element will focus on sustainable water supply planning through sustainable landscaping, water budget incentive programs, and water concurrency standards.
- **Commercial and Economic Development Analysis:** LRB will establish general economic development policies and objectives including an economic element or an economic development plan, which can include a review of existing and projected municipal revenue and expenditures, revenue sources, identification of basic and secondary industry, primary and secondary market areas, employment, and retail sales activity. This analysis will consider the sustainability and growth of any appropriate commercial uses including retail, office, and industrial sectors within the City. LRB will also provide strategies to enhance sense of place and viability for business in key locations, establish local retention strategies, and provide strategies to increase the tax base (sales and property).
- **Parks & Open Space:** The WCG team will work with Nibley City Staff to establish a Parks & Open Space element of the general plan that adheres to the guidelines outlined in Utah

State Code Title 11, Chapter 59. Elements include focusing on land preservation of natural features such as wetlands, wildlife habitats and scenic views; recreational access for all users; development standards for structures within open spaces; appropriate signage and interpretation media; and maintenance requirements. Any parks or open spaces using Land and Water Conservation Funds will also be required to meet Federal statutes protecting Section 6(f) resources. This element will delineate existing open space, recreation areas, and trail areas. It will also address the best practices and desired open space types/areas received from public engagement. Our proposed future open space and trail opportunities will preserve the existing atmosphere and quality of life.

- Utilities & Municipal Services: The utilities and municipal services element will include general objectives for sewage, water, waste disposal, drainage, police and fire protection, public utilities, and other public services.

Nibley City Staff will present the Plan to Planning Commission and City Council for adoption consideration, including conducting required public hearings. WCG and LRB will incorporate any edits to the Plan, based upon the Planning Commission recommendation and City Council adoption.

### **Assumptions**

This scope of work does not include any meetings beyond those specifically identified in the scope of work. If additional meetings are necessary, they can be billed on a time and materials basis upon written request.

### **Cost Estimate & Schedule**

Please see the attached cost estimate and schedule for detailed information.

### **Agreement**

Again, thank you for asking us to prepare this scope of work. If you have any questions or need additional information, please feel free to call me at (385) 258-1036.

Sincerely,



Kyle Horton, P.E.  
WCG Project Manager

Accepted by: \_\_\_\_\_

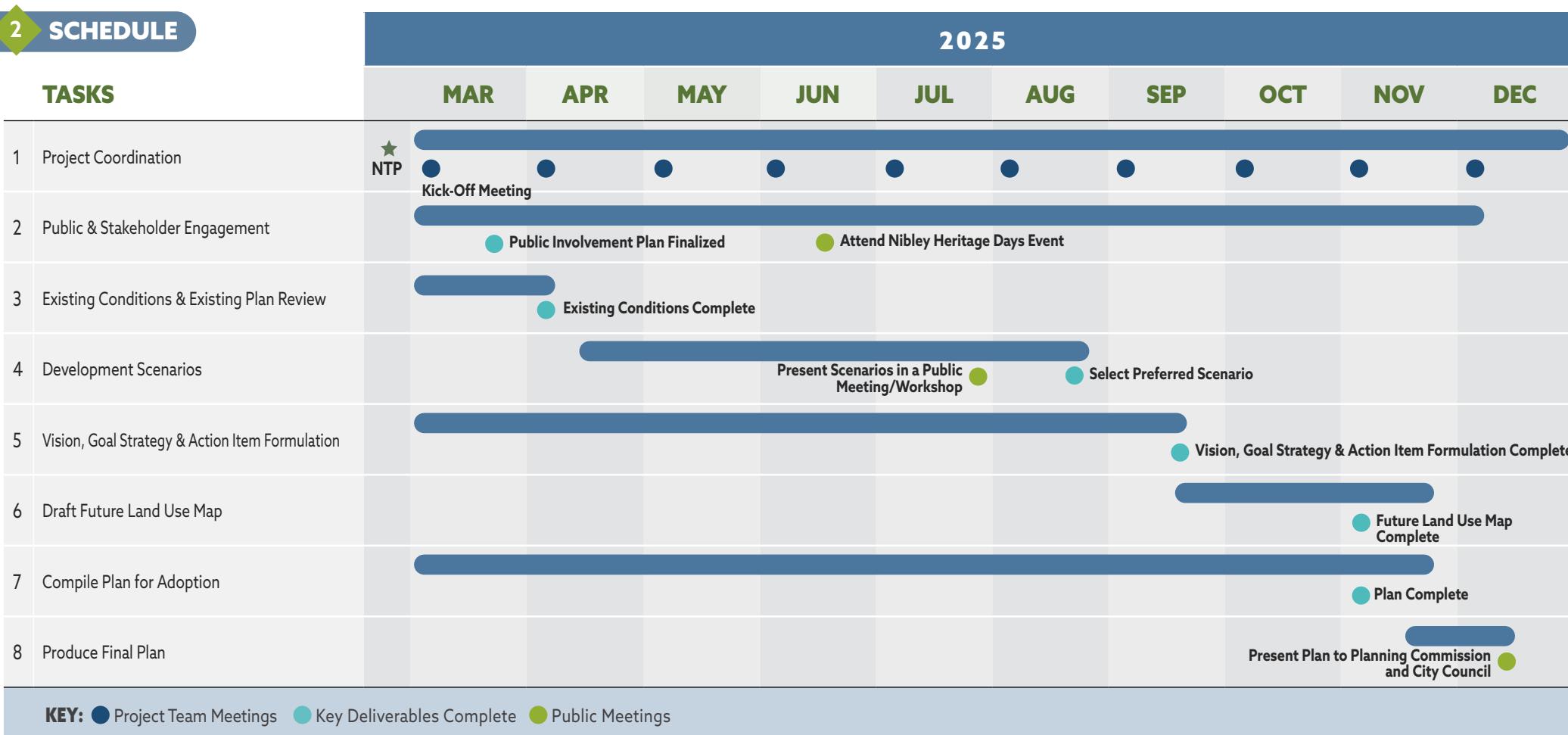
Signature: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

## 2 SCHEDULE

2025



## 6 ESTIMATE OF COSTS

TASKS	Project Manager	Lead Planner	Senior Planner	Land Use Planner	Transportation Planner	Utilities & Municipal Services	Demographic Forecaster	Environmental	Public Involvement	Drone Photographer	Graphics	Technical Editor	GIS	Data Collection	Admin Assistant	Economic & Market Analysis	Affordable Housing	HOURS PER TASK	COST PER TASK
	Kyle Horton	Shawn Seager	Jim Price	Connor Stone	Jeremy Searle	Isaac Riches	Ben Swanson	Marti Hoge	Rylie Runyan	Rod Moore	Pin Vo	Haley Holmes	Paige Russo	Ian MacGregor	ShaVon Anderson	Fred Philpot	Logan Loftis		
	RATE	\$ 125.00	\$ 160.00	\$ 160.00	\$ 100.00	\$ 180.00	\$ 130.00	\$ 160.00	\$ 160.00	\$ 75.00	\$ 110.00	\$ 100.00	\$ 80.00	\$ 125.00	\$ 100.00	\$ 80.00	\$ 200.00	\$ 150.00	
LABOR HOURS																			
1 Project Coordination	30	4		12								2			8	8	8	72	\$ 9,190.00
2 Public & Stakeholder Engagement	14	2		10						40		8	4			1	10	89	\$ 8,890.00
3 Existing Conditions & Existing Plan Review	2	2		8	2	2	2								8	5	26	69	\$ 9,330.00
4 Development Scenarios	8	6	4	22	4	4	12	6		12	8		12	6		4	8	104	\$ 13,820.00
5 Vision, Goal Strategy & Action Item Formulation	8	4	4	14	4	4	8	6			8		8	6		3	5	82	\$ 10,910.00
6 Draft Future Land Use Map	8	4		20	2	2	4	4			4			12				60	\$ 7,440.00
7 Compile Plan for Adoption	16	4	2	24	4	2	2	4	4		20	4	4	8		4	4	106	\$ 12,620.00
8 Produce Final Plan	12	2	2	6	2	2	2	4	1		6	4		4		5	5	57	\$ 7,465.00
<b>TOTAL LABOR HOURS</b>	<b>98</b>	<b>28</b>	<b>12</b>	<b>116</b>	<b>18</b>	<b>16</b>	<b>30</b>	<b>24</b>	<b>45</b>	<b>12</b>	<b>54</b>	<b>14</b>	<b>36</b>	<b>32</b>	<b>8</b>	<b>30</b>	<b>66</b>	<b>639</b>	
<b>RAW LABOR COSTS</b>	<b>\$12,250.00</b>	<b>\$4,480.00</b>	<b>\$1,920.00</b>	<b>\$11,600.00</b>	<b>\$3,240.00</b>	<b>\$2,080.00</b>	<b>\$4,800.00</b>	<b>\$3,840.00</b>	<b>\$3,375.00</b>	<b>\$1,320.00</b>	<b>\$5,400.00</b>	<b>\$1,120.00</b>	<b>\$4,500.00</b>	<b>\$3,200.00</b>	<b>\$640.00</b>	<b>\$6,000.00</b>	<b>\$9,900.00</b>		<b>\$79,665.00</b>

DIRECT EXPENSES SUMMARY			Unit	Sub-Total
Mileage	425	\$ 0.655	mile	\$278.38
81/2 x 11 Prints - Color	60	\$ 0.65	each	\$39.00
11 x 17 Prints - Color	20	\$ 0.85	each	\$17.00
<b>TOTAL DIRECT EXPENSES</b>				<b>\$334.38</b>

<b>Direct Expenses</b>	<b>\$334.38</b>
<b>Labor Costs</b>	<b>\$79,665.00</b>
<b>GRAND TOTAL</b>	<b>\$ 79,999.38</b>



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**NIBLEY CITY**

**PROFESSIONAL SERVICES CONTRACT TERMS AND CONDITIONS**

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

**ARTICLE 1. SCOPE OF WORK**

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

**ARTICLE 2. FEES**

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

**ARTICLE 3. TERM OF CONTRACT**

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

## **ARTICLE 4. TERMINATION OF CONTRACT**

1. The City has the right to terminate this Contract for cause or convenience or to terminate any portion of the Services which have not been performed by the Consultant.

2. In the event the City terminates this Contract or any part of the Services as herein provided, the City shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all Services, or the specific Services being terminated, as applicable, under this Contract.

3. Upon such termination, the Consultant shall immediately deliver to the City any and all documents or work product generated by the Consultant under the Contract (collectively, the "Work Product"), together with all unused material supplied by the City, applicable to the Services being terminated. Consultant shall be responsible only for such portion of the work as has been completed and accepted by the City. Use of incomplete data by the City shall be the City's sole responsibility.

4. Upon receipt of notice of termination, Consultant shall appraise the Services it has completed but has not yet been paid for and shall submit the Services and appraisal to the Contract Administrator for evaluation.

5. The Consultant shall receive as compensation in full for approved Services performed and approved by the Contract Administrator up to the date of such termination, a fee for the percentage of Services actually completed and accepted by the City. This fee shall be in an amount to be mutually agreed-upon by the Consultant and the City, based upon the Scope of Services, the Contract documents, and the payment schedule set forth in Article 2 of this Contract. If mutual agreement between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each approved task set forth in the Scope of Services and the amount of compensation Consultant is entitled to for such work, and the Contract Administrator's determination in this regard shall be final. The City shall make such final payment within 60 days after the latest of: (i) Consultant's completion or delivery to the City of any portion of the Services not terminated; or (ii) Consultant's delivery to the City of all Work Product and any unused material supplied by the City, in accordance with Paragraph 3 of Article 4.

6. Consultant may terminate this Agreement after 10 days' prior written notice to the City if the City breaches this Agreement or fails to pay Consultant pursuant to the terms of this Agreement and the City fails to cure within 10 business days after receipt of Consultant's notice, or such longer period of cure as Consultant may specify in such notice.

## **ARTICLE 5. ALTERATIONS OR ADDITIONAL SERVICES**

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

of Services and Consultant shall not be permitted to request or receive any additional compensation for such claimed Additional Services.

## **ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING**

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

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

## **ARTICLE 7. COMPLETENESS AND ACCURACY**

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

## **ARTICLE 8. OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE 9. INDEMNIFICATION**

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

pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, caused in whole or in part by the negligent acts, errors, or, omissions of the Consultant or anyone for whose acts the Consultant may be legally liable. It is the specific intention of the Parties that the Indemnitees shall be indemnified by Consultant from and against Claims other than those arising from the Indemnitees' sole negligence. The Consultant will be responsible for primary loss investigation and reasonable defense and judgment costs where this Indemnification applies.

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

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

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

5. The Consultant's obligations under this Contract shall be limited to the insurance limits outline in Article 10.

## **ARTICLE 10. INSURANCE**

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

Workers' Compensation: Statutory

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

Commercial General Liability

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

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

Excess or Umbrella Liability:

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

## **ARTICLE 11. WARRANTIES**

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

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

## **ARTICLE 12. DISCLOSURES BY CONSULTANT.**

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

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

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

## **ARTICLE 13. CONTRACT ADMINISTRATOR**

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

## **ARTICLE 14. NOTICE**

1. All notices or demands required to be given, pursuant to the terms of this contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission,

deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

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

With a copy to:        Johnson & Yellowhorse DBA  
                          PO Box 831  
                          Pleasant Grove, UT 84062  
                          Att'n: Joel Yellowhorse  
                          Facsimile: (801) 850-8209  
                          Email: [joel@publicprivatelaw.com](mailto:joel@publicprivatelaw.com)

Consultant:

\_\_\_\_ Jeremy Searle \_\_\_\_\_  
\_\_\_\_ 2139 S. 1260 W. \_\_\_\_\_  
\_\_\_\_ Salt Lake City, UT 84119 \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: [Jeremy.searle@wcg.us](mailto:Jeremy.searle@wcg.us) \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

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

## **ARTICLE 15. GENERAL PROVISIONS**

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

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

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

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

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

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

F. INDEPENDENT CONTRACTOR. The services Consultant provides under the

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

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

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

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

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

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

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

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Consultant warrants to the City that the Consultant and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program. Consultant acknowledges that a breach of this warranty by the Consultant or any of its subconsultants is a

material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. The City retains the legal right to inspect the papers of any employee of the Consultant or any subconsultant who works on this Contract to ensure compliance with this warranty.

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

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

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

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

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

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

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

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

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

T. PRIORITY OF DOCUMENTS. In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, the conflict shall be

resolved according to the priority set forth in the CPS.

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

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

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

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

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**Agenda Item #9—General note, this item was presented in the 1-9-25 Council meeting, but staff has since learned to be technically accurate, the item needed to be broken into two agenda items and have two separate public hearings.**

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Ordinance 25-06—Notice to Adopt or Amend an Impact Fee Facilities Plan; Logan City Wastewater Impact Fees (Second Reading)
<b>Presenter</b>	Justin Maughan, City Manager
<b>Staff Recommendation</b>	Move to approve Ordinance 25-06—Notice to Adopt or Amend an Impact Fee Facilities Plan; Logan City Wastewater Impact Fees
<b>Reviewed By</b>	Justin Maughan, City Manager Joel Yellow Horse, City Attorney

**Background:**

Logan City Completed their process on Tuesday, 18 Feb.

**Background from 1-9-25:**

The Logan Wastewater Treatment Impact Fee was last amended by the Council in 2023. Since then, an issue arose about residential multifamily units, and the proper way to charge for those units. Historically, cities have charged the impact fee based on the size of meter installed. The main issue with charging this way arises over the debate about how many units a single water meter should serve. Some Cities only allow a few, while others allow many units on the same meter. Further discussion leads to the debate about fairness and equality in paying the fee and proportional impact of each unit regardless of the size of meter that it may be served by.

Nibley City recognized this issue a number of years ago, and Council amended the fee for all impact fee's other than the Logan Wastewater Treatment fee to be per unit, not the size of the meter.

Logan recently recognized the issue, and in association with the Regional Wastewater Rate Setting Committee conducted a study to amend the impact fee to be charged per unit. Their study resulted in a reduction of multifamily residential units by 30% as compared to single-family residence. In contrast, Nibley City reduced the fee by only 20%. The study was conducted by LRB Public Finance, a reputable and qualified firm to conduct the study. The Wastewater Rate Setting committee has reviewed the study and approved a resolution supporting the reduction for multifamily residential units.

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## **ORDINANCE 25-06**

### **NOTICE OF INTENT TO ADOPT AN IMPACT FEE FACILITIES PLAN, LOGAN CITY WASTEWATER IMPACT FEES**

WHEREAS, Nibley City is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, Nibley City finds that in conformance with the provision of UCA 11-36a et seq., the City has in the past enacted and promulgated certain impact fees within Nibley City; and

WHEREAS, Nibley City finds that it is in the public welfare and for the benefit of the City and its residents to adopt an impact fee to provide for the future Water, Sewer, Wastewater Treatment and Parks needs of Nibley City; and

WHEREAS, in conformance with the provisions of UCA 11-36a-303, Logan City has prepared an Amended Impact Fee Facilities Plan; and

WHEREAS, Nibley City Council has reviewed the Impact Fee Facilities Plan, and finds and concludes that the analysis provides a reasonable plan on which to impose and base a decrease of impact fees.

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

1. Nibley City accepts the Amended Wastewater Impact Fee Facilities Plan and Impact Fee Analysis Amendment prepared by LRB Public Finance Advisors dated November 2024.

PASSED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

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Larry Jacobsen, Mayor

ATTEST: \_\_\_\_\_  
Cheryl Bodily, City Recorder

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**Agenda Item #10—General note, this item was presented in the 1-9-25 Council meeting, but staff has since learned to be technically accurate, the item needed to be broken into two agenda items and have two separate public hearings.**

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Ordinance 25-02—Notice of Intent to Adopt an Impact Fee Enactment; Adjusting Logan City Wastewater Treatment Impact Fees for Residential Multifamily Units (Second Reading)
<b>Presenter</b>	Justin Maughan, City Manager
<b>Staff Recommendation</b>	Move to approve Ordinance 25-02—Notice of Intent to Adopt an Impact Fee Enactment; Adjusting Logan City Wastewater Treatment Impact Fees for Residential Multifamily Units.
<b>Reviewed By</b>	Justin Maughan, City Manager

**Background:**

Logan City Completed their process on Tuesday, 18 Feb.

**Background from 1-9-25:**

The Logan Wastewater Treatment Impact Fee was last amended by the Council in 2023. Since then, an issue arose about residential multifamily units, and the proper way to charge for those units. Historically, cities have charged the impact fee based on the size of meter installed. The main issue with charging this way arises over the debate about how many units a single water meter should serve. Some Cities only allow a few, while others allow many units on the same meter. Further discussion leads to the debate about fairness and equality in paying the fee and proportional impact of each unit regardless of the size of meter that it may be served by.

Nibley City recognized this issue a number of years ago, and Council amended the fee for all impact fee's other than the Logan Wastewater Treatment fee to be per unit, not the size of the meter.

Logan recently recognized the issue, and in association with the Regional Wastewater Rate Setting Committee conducted a study to amend the impact fee to be charged per unit. Their study resulted in a reduction of multifamily residential units by 30% as compared to single-family residence. In contrast, Nibley City reduced the fee by only 20%. The study was conducted by LRB Public Finance, a reputable and qualified firm to conduct the study. The Wastewater Rate Setting committee has reviewed the study and approved a resolution supporting the reduction for multifamily residential units.

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## ORDINANCE 25-02

### NOTICE OF INTENT TO ADOPT AN IMPACT FEE ENACTMENT; ADJUSTING LOGAN CITY WASTEWATER TREATMENT IMPACT FEES FOR RESIDENTIAL MULTIFAMILY UNITS

WHEREAS, Nibley City is a municipal corporation duly organized and existing under the laws of the State of Utah; and

WHEREAS, Nibley City finds that in conformance with the provision of UCA 11-36a et seq., the City has in the past enacted and promulgated certain impact fees within Nibley City; and

WHEREAS, Nibley City finds that it is in the public welfare and for the benefit of the City and its residents to adopt an impact fee to provide for the future Water, Sewer, Wastewater Treatment and Parks needs of Nibley City; and

WHEREAS, in conformance with the provisions of UCA 11-36a-303, Logan City has prepared a written Impact Fee Analysis for wastewater treatment; and

WHEREAS, Nibley City Council has reviewed the Impact Fee Facilities Plan, and finds and concludes that the analysis provides a reasonable plan on which to impose and base a decrease of impact fees.

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

1. Nibley City accepts the Amended Wastewater Impact Fee Analysis and Impact Fee Facilities Plan prepared by LRB Public Finance Advisors Dated November 2024.
2. The attached amendments to Nibley City Code 17.08.040 be adopted, setting the Multifamily Wastewater Treatment Impact Fee to \$1703.00.
3. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
4. This ordinance, and the adoption of the new impact fee, shall take effect within 90 days after the adoption of this ordinance by the City Council.
5. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

PASSED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

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Larry Jacobsen, Mayor

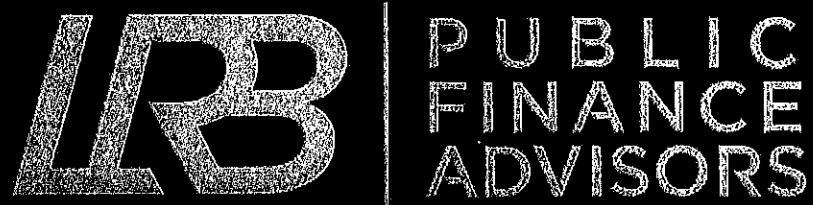
ATTEST: \_\_\_\_\_  
Cheryl Bodily, City Recorder

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## **17.08.040 Wastewater Impact Fee**

1. A Wastewater Impact Fee is hereby established and imposed as a condition of the issuance of a building permit by the City for any development activity which creates additional demand and need for public facilities in accordance with the Act. The Wastewater Impact Fee shall be \$2,433.00 per Equivalent Residential Unit. Mult-family units shall be charged \$1,703 per unit. Mul-family shall be defined as a residential dwelling that consists of duplex, triplex, quadplex, apartment, condominium and all other dwelling units that are individually or jointly water metered and not classified as single family residential. These may consist of one building or multiple buildings with in a complex. Units can be arranged side-by-side or stacked vertically and can be owned individually or leased separately. The non-standard Wastewater Impact Fee is calculated as by determining the Estimated Flow divided by 245GPD multiplied by \$2,433.00.
2. The Non-Standard Impact Fee is defined as commercial and industrial facilities, public facilities, multifamily residential units (more than one dwelling sharing one connection), and any other user which may create different impact than what is standard for its land use. The City of Logan Environmental Director or his designee is responsible for the assessment and adjustment of the non-Standard Impact Fee.
3. Nibley City will collect the Wastewater Impact Fee at the time of building permit application. All impact fees must be paid in full before a building permit is issued.
4. Logan City and/or the Logan City Environmental Director is authorized to adjust the standard impact fee described above at the time the fee is paid in order to:
  1. Respond to:
    1. Unusual circumstances in specific cases; or
    2. A request for a prompt and individualized impact fee review for the development activity of the state, a school district, or a charter school and an offset or credit for a public facility for which an impact fee has been or will be collected; and
  2. Ensure that the impact fee is imposed fairly.
5. The amount of the Wastewater Impact Fee to be imposed on a particular development may be adjusted by Logan City and/or the Logan City Environmental Director.
6. Applications for exceptions are to be filed with Logan City and/or the Logan City Environmental Director at the time the applicant first requests the extension of service to the applicant's development or property.
7. Subject to approval by the Logan City and/or the Logan City Environmental Director, developers, including a school district or a charter school, may be allowed a credit against Impact Fees or proportionate reimbursement of Impact Fees if the developer 1) dedicates land for a System Improvement, 2) builds and dedicates some or all of a System Improvement, or 3) dedicates a public facility that Logan City and the developer agree will reduce the need for a System Improvement; provided that the System Improvement is: (i) identified in the Logan City Impact Fee Facility Plan; and (ii) is required by Logan City as a condition of approving the Development Activity. To the extent required in Section 11-36a-402 of the Act, the City, subject to the approval of Logan City and/or the Logan City Environmental Director, shall provide a credit against Impact Fees for any dedication of land for, improvements to, or new construction of any System Improvements provided by

the developer if the facilities, 1) are a System Improvement; or 2) are dedicated to the public and offset the need for an identified System Improvement.



LEWIS | ROBERTSON | BURNINGHAM



LOGAN,  
UTAH

NOVEMBER  
2024

IMPACT FEE FACILITIES PLAN  
(IFFP) AND IMPACT FEE ANALYSIS  
(IFA) **AMENDMENT**

WASTEWATER

PREPARED BY:

**LRB PUBLIC FINANCE ADVISORS**  
FORMERLY LEWIS YOUNG ROBERTSON & BURNINGHAM INC.

# IMPACT FEE CERTIFICATION

## IFFP CERTIFICATION

LRB certifies that the attached impact fee facilities plan amendment:

1. includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and,
3. complies in each and every relevant respect with the Impact Fees Act.

LRB Public Finance Advisors

## IFA CERTIFICATION

LRB certifies that the attached impact fee analysis amendment:

1. includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. offsets costs with grants or other alternate sources of payment; and,
4. complies in each and every relevant respect with the Impact Fees Act.

### LRB makes this certification with the following caveats:

1. All of the recommendations for implementations of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to LRB is assumed to be correct, complete, and accurate. This includes information provided by the City as well as outside sources.

LRB Public Finance Advisors



## SECTION 1: EXECUTIVE SUMMARY

This document amends the 2019 Wastewater Treatment Impact Fee Facilities Plan (IFFP) and Impact Fee Analysis (IFA). This report is supported by an analysis completed by Hales Engineering and Logan City relative to differences between single-family and multi-family water use for winter and summer demand periods. The impact fee has been adjusted to account for the recalculation of the fee per ERU for multi-family development. **Section 3: Overview of Service Area, Demand, and LOS** has been amended to address the determination of multi-family usage and **Section 6: Wastewater Treatment Impact Fee Calculation** has been amended to address changes to the impact fee per ERU. No changes to the Service Areas, demand analysis, capital facilities analysis, or other assumptions from the 2019 analysis have been incorporated into this amendment.

### AMENDED WASTEWATER IMPACT FEE

The wastewater treatment impact fees proposed in this analysis will be assessed within the Service Area. **Table 1.1** from the 2019 analysis has been amended to include a calculation of a multi-family equivalent residential unit (ERU).

AMENDED TABLE 1.1: IMPACT FEE PER ERU

	TOTAL COST	% TO GROWTH	COST TO IFFP	ERUs SERVED	COST PER ERU
Existing Facilities (Buy-In)	\$16,561,911	24%	\$3,956,456	17,551	\$225
Future Facilities	\$162,146,550	24%	\$38,735,009	17,551	\$2,207
Professional Expense	\$13,050	100%	\$13,050	17,551	\$1
Impact Fee Fund Balance	-	100%	-	17,551	-
<b>Total per ERU</b>			<b>\$42,704,516</b>		<b>\$2,433</b>
<b>Multi-Family Adjustment Factor</b>					<b>70%</b>
<b>Multi-Family Fee Per Unit</b>					<b>\$1,703</b>

Multi-family refers to a residential dwelling that consists of duplex, triplex, quadplex, apartment, condominium, and all other dwelling units that are individually or jointly water metered and not classified as Residential. These may consist of one building or multiple buildings within a complex. Units can be arranged side-by-side or stacked vertically and can be owned individually or leased separately.

Based on these findings, it is recommended that the existing impact fee ordinance be adjusted to account for the difference in the fee for multi-family development.

## AMENDED SECTION 6: IMPACT FEE CALCULATION

The calculation of impact fees relies upon the demand analysis, LOS analysis, inventory of existing facilities and excess capacity, and the needed future capital improvement as identified in **Sections 2 through 4** of the 2019 Impact Fee Analysis. Impact fees are calculated based on many variables centered on proportionality and level of service. This analysis amends the impact fees for the Service Area to account for the multi-family level of service adjustment.

### AMENDED WASTEWATER IMPACT FEE

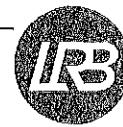
The wastewater treatment impact fees proposed in this analysis will be assessed within the Service Area. **Table 1.1** from the 2019 analysis has been amended to include a calculation of a multi-family equivalent residential unit (ERU).

**AMENDED TABLE 6.1: IMPACT FEE PER ERU**

	TOTAL COST	% TO GROWTH	COST TO IFFP	ERUs SERVED	COST PER ERU
Existing Facilities (Buy-In)	\$16,561,911	24%	\$3,956,456	17,551	\$225
Future Facilities	\$162,146,550	24%	\$38,735,009	17,551	\$2,207
Professional Expense	\$13,050	100%	\$13,050	17,551	\$1
Impact Fee Fund Balance	-	100%	-	17,551	-
<b>Total per ERU</b>			<b>\$42,704,516</b>		<b>\$2,433</b>
<b>Multi-Family Adjustment Factor</b>					<b>70%</b>
<b>Multi-Family Fee Per Unit</b>					<b>\$1,703</b>

Multi-family refers to a residential dwelling that consists of duplex, triplex, quadplex, apartment, condominium, and all other dwelling units that are individually or jointly water metered and not classified as Single Family Residential. These may consist of one building or multiple buildings within a complex. Units can be arranged side-by-side or stacked vertically and can be owned individually or leased separately.

Based on these findings, it is recommended that the existing impact fee ordinance be adjusted to account for the difference in the fee for multi-family development.



## Agenda Item #11

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Ordinance 25-04—Amending NCC 19.24.160, 19.24.260, 19.12.040, 19.32.080, and 19.24.250; Parking Requirements, Including Amendments to Minimum Parking Spaces with New Development, Establishing Minimum Bicycle Parking, and Allowing for Alternative Parking Plan (Second reading)
<b>Presenter</b>	Levi Roberts, City Planner
<b>Planning Commission Recommendation</b>	Move to approve Ordinance 25-04—Amending NCC 19.24.160, 19.24.260, 19.12.040, 19.32.080, and 19.24.250; Parking Requirements, Including Amendments to Minimum Parking Spaces with New Development, Establishing Minimum Bicycle Parking, and Allowing for Alternative Parking Plan
<b>Staff Recommendation</b>	Move to approve Ordinance 25-04—Amending NCC 19.24.160, 19.24.260, 19.12.040, 19.32.080, and 19.24.250; Parking Requirements, Including Amendments to Minimum Parking Spaces with New Development, Establishing Minimum Bicycle Parking, and Allowing for Alternative Parking Plan.
<b>Reviewed By</b>	Justin Maughan, City Manager Levi Roberts, City Planner Planning Commission Tom Dickinson, City Engineer Joel Yellowhorse, City Attorney

### Additional Background Since 1-30-25:

During the first reading, Councilmember Laursen expressed the need to park other devices such as one-wheels or other alternate methods. Staff performed some research on this topic. However, there are limited standards for parking of such devices outside of traditional bike racks. This may be a topic to revisit as micromobility trends develop. At this time, Staff recommends adopting the current draft to the ordinance.

### Background:

NCC 19.24.160 provides Parking Requirements, including standards for the minimum number of parking stalls, dependent upon use. These minimum requirements are applied anytime a building is erected, altered, or converted to another use. The adopted minimum parking requirements are based upon square footage, number of dwelling units, number of beds, seats, or employees depending upon use. Additional parking

standards for residential dwelling units within R-PUD overlay zones are provided in NCC 19.28. Additional parking standards for residential dwelling units within R-M zones are provided in NCC 19.20.040.

It has been discussed that the current standards may be overly restrictive, which may require more parking than is necessary. This may impact the affordability, feasibility and design of various developments. Parking provisions also have a profound impact on walkability, with excessive parking discouraging travel that is not in an automobile. The existing standards, generally, have not been updated in several years and there is no record as to what they are based upon.

Staff researched potential methods for updating the existing standards, including reviewing nearby peer cities' parking requirements and referencing the Institute of Traffic Engineers (ITE) Parking Generation Manual. Staff compiled two sets of data that are provided in two separate spreadsheets in the meeting packet. One includes a comparison of Nibley City's Ordinance to a number of other cities in Utah. In general, there is a lot of variation when comparing Nibley City's existing ordinance to other cities. There is no clear standard for establishing parking standards, although there are some points of comparable standards. Another spreadsheet compares our existing standards to data outputs of the ITE Parking Generation Manual, specifically based upon the observed 85th percentile parking rate. Based upon these outputs, Staff provided a draft updated chart for minimum parking. Although several of the metrics were slightly lower than existing standards, it was determined that many of these rates were excessive when compared to observed conditions in the community.

In addition to Staff's research, Commissioner Ribao researched parking rates in similar cities which recently updated their parking standards. Commissioner Ribao provided parking standards based upon research he performed. He provided the following explanation about these recommended metrics:

*To determine the proposed reduced parking minimum numbers, I began by using land use categories provided by Levi. I then consulted the ITE Parking Generation Manual (5th Edition) to analyze parking data for comparable land uses, focusing on studies with high R<sup>2</sup> values and examining average parking usage, the 33rd and 85th percentiles, and 95% confidence intervals.*

*ITE does not prescribe specific recommendations but highlights that parking demand can vary significantly within the same land use. I selected numbers with guidance from ITE President Bruce Belmore and other parking professionals in mind, aiming to empower businesses to create tailored parking plans suited to their needs, while also supporting the city's goals for a more active and accessible community as outlined in the upcoming active transportation plan.*

*Additionally, I reviewed data from Strong Towns, the Parking Reform Network, and case studies of cities that had reduced their parking minimums, focusing on northern cities with populations similar to ours (5,000-19,000) and climates as similar to Nibley's as possible. I examined their ordinances, translated their parking requirements for easier comparison, and, for land uses with limited ITE data, averaged Levi's initial numbers with those from these cities to reach conservative estimates for our city.*

The Planning Commission reviewed these recommended standards at a workshop at the November 7, 2024 meeting. There was general consensus to consider updated metrics that Commissioner Ribao recommends, which are generally lower than the City's existing standards and the metrics that Staff developed based upon the 85th percentile observations in the ITE Parking Generation Manual.

The City recently worked with Alta Planning & Design on an Active Transportation Plan. One of the recommendations for this plan is to institute bicycle parking requirements for new development and have provided recommended ratios and additional standards that are incorporated into the minimum parking chart, as well. In addition, bike parking is required to be provided onsite within 100' of an entrance. If possible, bike parking should be sheltered.

In addition to a recommended updated minimum parking requirements chart, the recommended ordinance update allows for an alternative provision of parking, based upon a credible parking study. This allows developers to propose a lower parking requirement with adequate data.

In addition, the current draft updates the provision at which minimum parking requirements are enforced. The updated provision would only require the provision of parking with new construction (including an addition of greater than 10%), removing the requirement for meeting the minimum requirements with a change of use. The intent is to allow proposed businesses to flourish in existing spaces, despite potentially limited parking.

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**ORDINANCE 25-04**

**AMENDING NCC 19.24.160, 19.24.260, 19.12.040, 19.32.080, AND 19.24.250; PARKING REQUIREMENTS, INCLUDING AMENDMENTS TO MINIMUM PARKING SPACES WITH NEW DEVELOPMENT, ESTABLISHING MINIMUM BICYCLE PARKING, AND ALLOWING FOR ALTERNATIVE PARKING PLAN**

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

WHEREAS, Nibley City provides parking standards to improve access and mitigate potential impacts of inadequate parking; and

WHEREAS, Nibley City recognizes that overly restrictive parking standards negatively impacts affordability of various development and negatively impacts walkability; and

WHEREAS, Bicycle parking provides access for active transportation users; and

WHEREAS, requiring minimum parking with the change of use of an existing building may stifle economic development potential in the City.

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

1. The attached amendments to Nibley City Code 19.24.160, 19.24.260, 19.12.040, 19.32.080, and 19.24.250 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

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Larry Jacobsen, Mayor

ATTEST: \_\_\_\_\_  
Cheryl Bodily, City Recorder

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### **19.24.160 Parking Requirements**

A. General Requirements: Except as herein provided, no building or structure shall be erected, ~~or altered or converted for or to any use expanded by greater than 10% of the overall building square footage~~ unless there shall be provided on the lot or parcel, off street vehicle parking ~~of at least the following ratio of vehicle spaces for the uses which meets or exceeds the standards of this section, specified in the designated districts and all roadways comply with the standards contained herein, except that an established use lawfully existing at the effective date hereof need not provide parking or roadways as herein set forth and that no existing vehicle parking or roadways may be reduced or further reduced below the minimum standards herein required.~~

B. Specific Minimum Parking Requirements: In all districts, the following schedule minimum parking requirements shall apply:

**Commented [LR1]:** I don't think the rest of this is needed, as we aren't regulating on street parking here and additional parking is not needed for change of use.

<u>Use</u>	<u>Minimum vehicular parking spaces</u>	<u>Minimum bicycle parking spaces</u>
Churches, theaters, meeting rooms, places of public assembly	1 space per 5 fixed seats; <del>20 inches of bench shall be considered 1 seat</del> and 1 space per 50 square feet of floor area for movable seats under maximum seating arrangement	<del>1 space per 50 fixed seats and 1 space per 500 square feet of floor area for movable seats under maximum seating arrangement</del>
Drive in food establishments without Drive-through	<del>1-103.56 spaces per 1,000 square feet of floor space, but not less than 10 spaces</del>	<del>1 space per 2,000 square feet</del>

**Commented [LR2]:** This column and section M is based upon recommendations from Active Transportation Plan.

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Food establishments with Drive-through	<u>58</u> spaces per 1,000 square feet	1 space per 2,000 square feet
<u>Hospital</u>	<u>3 spaces per 1,000 square feet</u> <u>1 space per bed.</u>	<u>1 space per 20,000 square feet</u>
<u>Hospitals, convaleseent homes, Assisted Living or Nursing Homes</u>	1 space per each 2 beds	<u>1 space per 20,000 square feet</u>
<u>Professional, corporate or general offices with frequent client visitation such as doctors, lawyers, dentists, chiropractors, insurance offices, real estate brokers, beauticians</u>	<u>2433</u> spaces per <u>professional member, plus 1 space per professional and staff employee</u> <u>1,000 square feet of examination, treatment, office and waiting rooms.</u>	<u>1 space per 20,000 square feet</u>
<u>School, College</u>	<u>0.25 spaces per student. Parking spaces provided for the school may be considered as parking for the public assembly areas.</u>	<u>1 space per 20 students</u>
<u>School, Elementary or Middle</u>	<u>0.2 spaces per student</u> <u>1 per teacher and employee.</u> <u>Parking spaces provided for the school may be considered as parking for the public assembly areas</u>	<u>1 space per 20 students</u>
<u>Daycare</u>	<u>0.23 spaces per child</u>	<u>=</u>
<u>Hotel or Bed &amp; Breakfast</u>	<u>1 space per room</u>	<u>1 space per 20 rooms</u>

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Short Term Rental	1 space per 4 <del>maximum</del> occupants	
Motor Vehicle Sales & Service	3 spaces per 1,000 square feet	1 space per 20,000 square feet
Residential, Single Family dwelling units	2 <del>spaces per dwelling</del> off-street spaces <del>per dwelling</del> in addition to any carport or garage <del>for</del> single family dwelling units. 3 off street spaces in addition to any carport or garage for two family dwelling units. If any dwelling unit is added after the original building permit is issued, the parking requirements shall reflect that increase. Additional parking standards for residential dwelling units within R-PUD overlay zones are provided in NCC 19.28. Additional parking standards for residential dwelling units within R-M zones are provided in NCC 19.20.040.	
Restaurant, cafeteria, cafe	1 space per 4 fixed seats, plus 1 space per each 40 square feet of floor area for movable seats under maximum seating arrangement	
Other Retail stores, businesses selling or catering to the public, recreational places of assembly	354 spaces per 200 <del>1,000</del> square feet <del>of floor space</del>	1 space per 2,000 square feet
Other uses not listed	1.5 spaces per 2 employees working on highest employment shift	

- For uses not listed, the appropriate approval authority shall assign minimum parking requirements based upon the most comparable use(s) described in the chart or the applicant may submit an alternative parking plan, as described in this section, for review.

**Commented [U3]:** What is this trying to say here? Is it 1 space per four occupants but the maximum is set at 4 occupants? I would suggest eliminating maximum and just saying "1 space per 4 occupants"

**Commented [U4]:** I think there is a missing "including" here. Should this say.

"2 spaces per dwelling including off-street spaces in addition to any carport or garage"

**Commented [LR5]:** See 'Food Establishments' above.

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### C. Alternative Parking Plan

1. An Alternative Parking Plan is a proposal to vehicle parking needs by means other than providing parking spaces on-site in accordance with the ratios established in this chapter. Applicants who wish to deviate from the minimum off-street parking requirements shall secure approval of an Alternative Parking Plan from the relevant approval authority for the site plan or subdivision.
2. Plan Contents. An alternative parking plan shall detail the type of alternative proposed and the rationale for such a proposal, based upon findings of a parking study. Plans shall be prepared by a professional licensed by the State of Utah.
  - a. A parking study shall include estimates of parking demand based on recommendations of the latest edition of the Institute of Traffic Engineers (ITE) Parking Generation Manual, or other acceptable estimates as approved by the City Engineer, and should include other reliable data collected from uses or combinations of uses that are the same as or comparable with the proposed use and from a comparable context of urbanity. Comparability will be determined by density, scale, bulk, area, type of activity, location, or parameters of the use that may be estimated to parking requirements. Recommended parking for a development which includes a mix of uses may estimate peak parking demand taking into account shared parking. The study shall document the source of data used, and methods used to develop the recommendations.
  - b. Based upon review of the parking study, the City Engineer shall recommend the minimum off-street parking for the proposed application to the relevant approval authority.

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G.D. Location Of Parking Space: Parking space as required shall be provided off street on the same lot with the main building, or in the case of nonresidential buildings, may be located not farther than five hundred feet (500') therefrom. Parking spaces required for all uses other than dwellings shall be so located that parking or departing vehicles shall not back onto a public street but onto a private roadway or alley.

D.E. Maximum Yard Area To Be Used For Parking And Vehicle Access Lanes: For all uses permitted in a residential zone, none of the front yard area required by the respective zones shall be used for parking but shall be left in open green space, except that access across and over the required front yard is allowed to the side or rear yards. In the case of multiple-family dwellings and nonresidential uses in a residential zone, not more than fifty percent (50%) of the required side and rear yards shall be used for parking or vehicular access lanes. In such cases where it is deemed necessary to utilize more than fifty percent (50%) of the required side and rear yards and where such use is approved by the appeal authority, any yard area used in excess of said limits shall be provided in an equivalent amount of land area elsewhere on the same lot as the building as open green space, patios, play areas or courts. Location Of Parking Space:

~~Parking space as required shall be provided off street on the same lot with the main building, or in the case of nonresidential buildings, may be located not farther than five hundred feet (500') therefrom. Parking spaces required for all uses other than dwellings shall be so located that parking or departing vehicles shall not back onto a public street but onto a private roadway or alley.~~

**Commented [LR6]:** Repeat of section D above

E.F. Parking Lot Standards: Unless otherwise specified, Every parcel of land hereafter used as a public parking area shall be paved with an asphalt or concrete surface and shall have appropriate bumper guards or curbs where needed, as determined by the building inspector, to protect adjacent property owners or persons using a sidewalk. Catch basins and drains shall be provided to collect surface drainage of all paved areas at a minimum rate of one inch (1") an hour rainfall. Surface drainage is not allowable across pedestrian walkways.

G. Landscaping Required Of Parking Lots: All parking lots located in front yards adjoining residential property or residential zones shall maintain the following landscaped areas, except that parking lots existing prior to the adoption of this title may be continued and maintained but not enlarged:

1. Required Width of Landscaping Adjacent to Property Line

Required Width

Of Landscaping Landscaping

Location Of Measured From Required, See

Zone Parking Lot Lot Line NCC 19.24.170

<u>Zone</u>	<u>Front yard</u>	<u>Side yard</u>	<u>Side yard, street</u>	<u>Rear yard</u>
Industrial (I)	30	5 (20) <sup>1</sup>	20	0(20) <sup>1</sup>
Other zones	10	0 (10) <sup>1</sup>	10	0 (10) <sup>1</sup>

**Commented [LR7]:** Chart added for better readability.

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F. <sup>1</sup>Greater distance required when abutting residential zone

Industrial Front yard 30 feet Landscaped green area

Side yard which 20 feet Landscaped adjoins nonindustrial screening in at zone or residential least 5 ft. of 20 ft. property landscaped green

~~area for remainder of  
area~~

~~Other zones Front yard 10 feet Landscaped green  
area~~

~~Side yard which adjoins 10 feet Landscaped or  
residential property, natural screening  
residential zone, or  
different zone from that  
in which parking lot is  
located~~

G.H. Off Street Parking Requirements:

1. Each parking space shall encompass not less than one hundred eighty (180) square feet of net area. Each parking space shall be not less than nine feet (9') wide, the width being measured at a right angle for the side lines of the parking space.
2. All off street parking spaces and associated access lanes shall be effectively screened on any side adjoining any property in a residential zone by a wall or fence not less than four feet (4') nor more than seven feet (7') high, except that some type of hedgerow shrubs may be used in place of a wall or fence; provided, that the hedge is continuous along adjoining property and at maturity is not less than five feet (5') nor more than seven feet (7') high. Hedgerow shrubs shall be maintained and replaced where necessary in order that the hedge may become an effective screen from bordering property within a maximum five (5) year period. Front and side yards and corner lot fences or plantings shall maintain height requirements of their respective zones.

H.I. Computation Of Parking Requirements: When measurements determining number of required parking spaces result in a fractional space, any fraction up to one-half (~~10/51/2~~) shall be disregarded, and fractions including one-half (~~10/61/2~~) and over shall require one parking space.

I.J. Off Street Truck Loading Space: On the same premises with every building or use involved in the receipt or distribution by vehicles of materials or merchandise, there shall be provided and maintained on the lot, adequate space for standing, loading and unloading services in order to avoid undue interference with public use of streets or alleys. All such loading

areas or berths shall be so located that no vehicle loading or unloading merchandise or materials shall be parked in any required front yard or in any street or alley or other public way.

J.K. Business Requiring Automobile Access: Service stations, roadside stands, parking lots and all other businesses requiring motor vehicle access shall meet the following standards:

1. Access shall be by not more than two (2) roadways on any street;
2. Said roadways shall not be closer to each other than twenty feet (20');
3. Each of said roadways shall not be more than thirty four feet (34') in width;
4. No roadway shall be closer than twenty feet (20') to the point of intersection of two (2) property lines or at any street corner; and
5. A curb, hedge or fence of not more than two feet (2') in height shall be provided by the owner to limit access to the permitted roadways.

L. Location Of Gasoline Pumps: Gasoline pumps shall be set back at least twenty feet (206') from any property line bordering a street; provided, that a pump island parallel to an adjoining street may be located not less than fifteen feet (156') from the property line bordering said street.

M. Bicycle Parking Standards

1. Required bicycle parking shall be provided on site within 100 feet of the building entrance, in a publicly visible location. When placed curbside, spaces shall be at least 2 feet from the curb face.
2. Bike racks shall be designed to support the weight of the bike without putting pressure on the wheels and allow cyclists to lock both the frame and one wheel with a standard U-lock.

K.

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#### 19.24.260 Short-Term Rental Housing

F. Off-street parking shall be provided in accordance with NCC 19.24.160 at the following rates, based upon occupancy limitation of the short term rental:

<u>Maximum occupants</u>	<u>Minimum parking stalls</u>	← Formatted: Left, Space After: 0 pt
1-4	1	← Formatted: Left, Space After: 0 pt
5-8	2	← Formatted: Left, Space After: 0 pt

9-12	3	← Formatted: Left, Space After: 0 pt
13-16	4	← Formatted: Left, Space After: 0 pt
17-20	5	← Formatted: Left, Space After: 0 pt
Above 20	Commensurate with the rates listed above	← Formatted: Left, Space After: 0 pt

1. For short-term rentals, which are incidental to a permanent residence, this parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit. Parking surfaces shall be constructed of a hard surface, such as concrete, asphalt, or gravel.

#### **19.12.040 Mixed Residential Zone R-M**

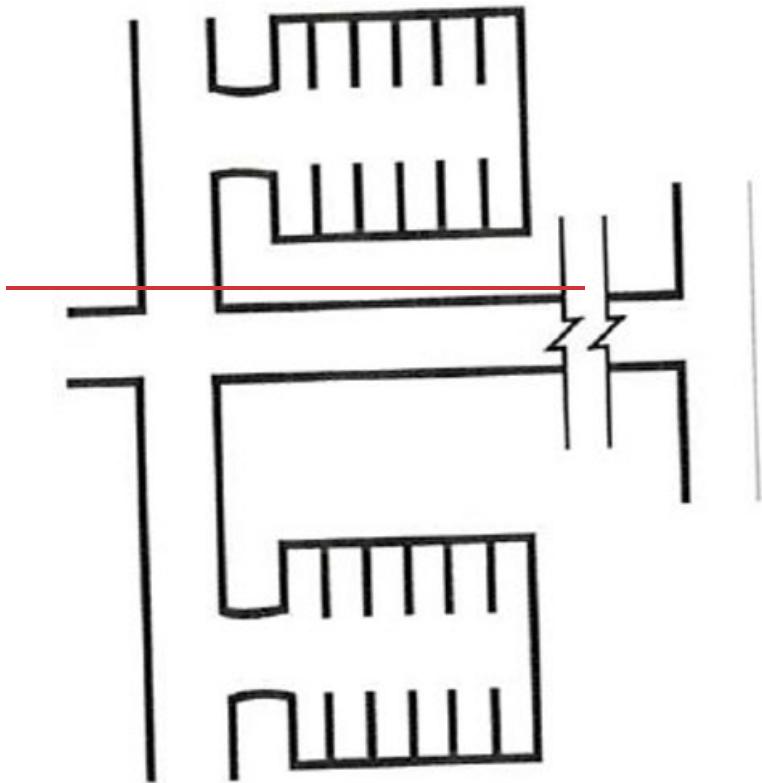
M. Parking: Multi-family housing shall provide ~~parking- in accordance with NCC 19.24.160. 2 primary parking spaces for each unit with 2 or bedrooms and 1.5 spaces for 1 bedroom or studio units. Primary parking must be contained in a garage, carports, driveway, or parking court. An R-M development shall provide one guest parking spot for every three units. Guest parking may be provided in parking courts or lots maintained by the property owner or owner association.~~

1. ~~Individual parking courts or lots shall include landscaping with grass, trees or xeriscape plants separating parking areas of no more than 20 parking spaces. Each parking area of 20 or less spaces shall be physically and visually separated by a landscape area a minimum of 10 feet in width.~~ ← Formatted: Left, Space Before: 0 pt, After: 0 pt, No bullets or numbering, Pattern: Clear
2. ~~Parking courts or lots shall be located in the interior of the development and located between or in the rear of buildings for multi family developments.~~
3. ~~Parking Courts or lots shall be paved and built to Nibley City parking lot standards.~~
4. ~~Interior parking structures or garages are encouraged and shall meet Nibley City Design Standards~~

#### **19.32.080 Development Standards**

B. Site Design Standards.

5. Parking: Each R-PUD shall provide parking in accordance with NCC 19.24.160. ~~2 primary parking spaces for each unit. Primary parking must be contained in a garage, carports, driveway, or parking court. An R-PUD shall provide one guest parking spot for every three units. Guesting parking may be provided in parking courts maintained by the owner association.~~
6. Individual parking courts shall contain no more than 20 parking spaces and shall be physically and visually separated by a landscape area a minimum of 10 feet in width from any adjacent right of way. The separation shall be landscaped with grass, trees, or xeriscape plants.



- a. A parking court of any length shall consist of no more than one double-loaded parking aisle.
- b. Parking courts shall be located in the interior of the development and located between or in the rear of buildings for townhome developments.
- c. Parking Courts shall be paved and built to Nibley City parking lot standards.

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### **19.24.250 Accessory Dwelling Unit Standards**

#### **D. Approval Criteria**

4. Parking: Off-street parking for two vehicles, shall be provided for use by the tenants of the accessory dwelling unit. This parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit and shall be located behind the front plane of the primary dwelling. [Parking dimensions shall be provided in accordance with NCC 19.24.160](#).  
Parking surfaces shall be constructed of a hard surface, such as concrete or asphalt, or gravel.

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## Agenda Item #12

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Resolution 25-02—Adopting the Nibley City Active Transportation Plan (Second Reading)
<b>Presenter</b>	Levi Roberts, City Planner
<b>Planning Commission Recommendation</b>	Move to approve Resolution 25-02—Adopting the Nibley City Active Transportation Plan
<b>Staff Recommendation</b>	Move to approve Resolution 25-02—Adopting the Nibley City Active Transportation Plan
<b>Reviewed By</b>	Justin Maughan, City Manager Levi Roberts, City Planner Planning Commission Tom Dickinson, City Engineer Parks and Recreation Committee Active Transportation Plan Steering Committee

### Additional Background Since 1-30-25:

During the first reading, Councilmember Laursen expressed that he didn't see how issues related to weather had been addressed in the plan. One of the web map comments, one respondent expressed that during winter there are residents that don't always clear snow off their sidewalks, this causes kids to walk/bike in the road. Staff would like to note that on page 63, there is a mention of clearing snow as part of a recommended comprehensive maintenance plan.

In addition, Mayor Jacobsen pointed out an error regarding the number of places of worship, which Staff has corrected.

### Background

Nibley City initiated the development of its first active transportation plan in 2024. This plan seeks to create a safe, connected, and convenient network for walking and cycling throughout the community.

Elements of the Plan include the following:

- **Goals and Objectives** which focus on safety first, community accessibility, connectivity and guiding future development.
- **Plan Review** of existing relevant plans, including the Cache County Trails & Active Transportation Plan, the Nibley Transportation Master Plan, the Nibley General Plan and the existing Trails Master Plan

- **Existing Conditions** analysis of current facilities, land use and travel patterns, sidewalk connectivity, network gaps, safety issues, opportunities, corridor and intersection characteristics, and collision analysis.
- **Public Outreach** findings, including community survey and web map results, bike & walk audit, and bike night out engagement.
- **Recommended Active Transportation Network** which includes planned on-street, trail and crossing improvements throughout Nibley City and its annexation area. The planned facilities are summarized as projects, with recommended implementation.
- **Policy and Program Recommendations**, including Transportation Master Plan alignment, parking in bike lane regulation, traffic calming, bike parking requirements, street connectivity standards, paved path standards, and educational programs.
- **Implementation** section that recommends corridors for further study (Hollow Rd & Hwy 165), recommended cross section adjustments, and funding opportunities.

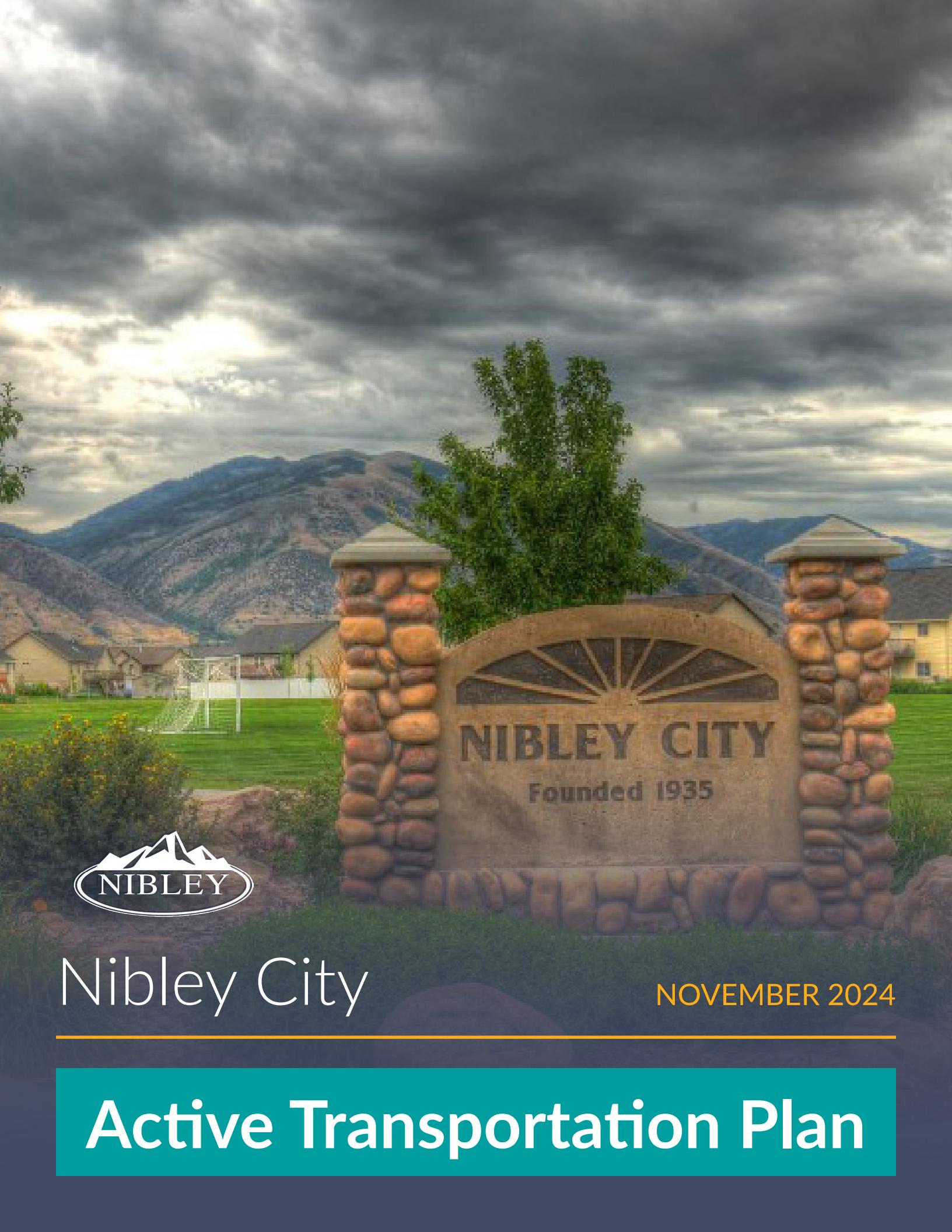
Staff recommends adopting this plan as a guiding document for the implementation of active transportation initiatives. It stands as an update to the Nibley Parks, Trails, Recreation and Open Space Master Plan, as well as the planned network for bicycles and pedestrians outlined in the Nibley Transportation Master Plan.



Nibley City

NOVEMBER 2024

# Active Transportation Plan



# Acknowledgments

Thank you to all the Nibley City staff, partners, and residents who contributed to the development of this plan. This plan was funded, in part, by the Utah Department of Transportation's Technical Planning Assistance Program.

## STEERING COMMITTEE

Clair Schenk, Planning Commission

Erin Mann, City Council

Steve Eliason, Public Works Director

Landis Wenger, Cache County Trails Coordinator

Kendal Welker, Parks & Recreation Committee

Matt McNeil, Resident

Troy Ribao, Planning Commission

Levi Roberts, City Planner

Justin Maughan, City Manager

Bekah Hunt, Parks & Recreation Committee

Tom Dickinson, City Engineer

Larry Jacobsen, Mayor

## MAYOR

Larry Jacobsen

## CITY COUNCIL

Erin Mann

Garrett Mansell

Kay Sweeten

Nathan Laursen

Norman Larsen

## PLANNING COMMISSION

Clair Schenk, Chair

Bret Swenson, Vice Chair

Tyler Obrey

Karina Brown

Nick Kenczka

Troy Ribao

## PLAN DEVELOPED BY

The logo for alta, featuring the word "alta" in a lowercase, bold, sans-serif font. The letters are a vibrant teal color.

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Bike parade in Nibley.

01

# Introduction

# Purpose

Nibley City initiated the development of its first active transportation plan in 2024. This plan seeks to create a safe, connected, and convenient network for walking and cycling throughout the community. It stands as an update to the *Nibley Parks, Trails, Recreation and Open Space Master Plan*, as well as the planned network for bicycles and pedestrians outlined in the *Nibley Transportation Master Plan*.

## GOALS & OBJECTIVES

This plan incorporates community input to recommend improvements that achieve the following goals and objectives:

- ◆ **Safety First:** Prioritize the safety of all residents by addressing real and perceived safety concerns on roads, intersections, and trails, and collaborating with stakeholders to improve infrastructure and manage traffic speeds.
- ◆ **Community Accessibility and Connectivity:** Develop a comprehensive active transportation network that connects neighborhoods, schools, parks, and other destinations, prioritizing safe routes for cyclists and pedestrians while promoting a biking and walking culture among youth.



SR-165 in Nibley City. Photo Credit: Jacob Barlow.

### ◆ Guiding Future Development and Land

**Use:** Advocate for policies and initiatives that prioritize a connected active transportation network in future development plans, securing funding and resources to build a sustainable network aligned with zoning regulations and long-term planning goals.

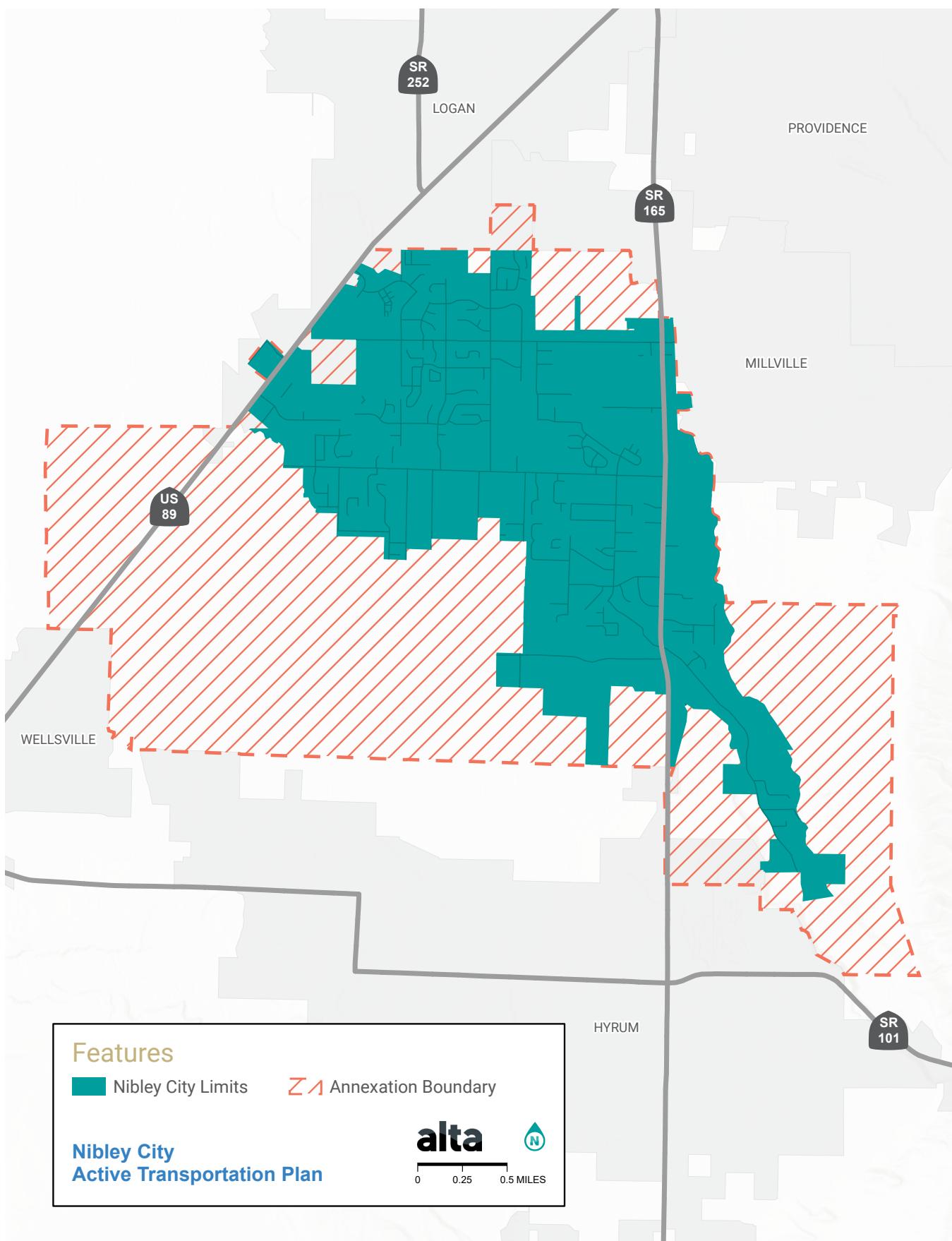
## Planning Area

The Nibley planning area, encompassing roughly four (4) square miles within the Cache Valley (as shown in **Map 1-1**), serves as the core focus of this plan. While the primary effort concentrates optimizing the existing city limits, this plan recognizes the potential for future growth and development. This plan is drafted with a forward-thinking approach, considering potential land use changes and annexation scenarios to ensure a cohesive network that can efficiently adapt to Nibley's evolving landscape.

## VISION STATEMENT

***To create a vibrant and inclusive community in Nibley where all residents, regardless of age or ability, can safely and comfortably roll, walk, and cycle to their local destinations by prioritizing a well-planned and connected active transportation network***

Map 1-1. Nibley Planning Area



# Plan Review

The planning process began by analyzing existing plans, ongoing planning efforts, and proposals that haven't yet been thoroughly evaluated or implemented. The following plans were reviewed:

- ◆ Cache County Trails & Active Transportation Master Plan
- ◆ Nibley General Plan
- ◆ Nibley Parks, Trails, Recreation & Open Space Master Plan
- ◆ Nibley Transportation Master Plan

## REGIONAL PLANS

### Nibley Transportation Master Plan

This plan, completed in 2019, lays the foundation for the transportation infrastructure development in Nibley City, UT. This plan encompasses various aspects including mobility, safety, community character, environmental quality, and economic development. Significantly, the plan also provides prescribed cross sections for future development. These designated layouts, outlining the various elements within a roadway (sidewalks, lanes, medians, etc.), should be used as a guide as areas develop and can be reviewed and updated in conjunction with this plan to ensure continued alignment with the City's overall transportation vision.

### GOALS & OBJECTIVES

The overarching goals of the plan revolve around enhancing mobility, ensuring safety, preserving community character, promoting environmental quality, and fostering economic development.

Specific policy recommendations were recommended:

- ◆ 5.2.1 - Update Nibley City's design standards and municipal code to reflect changes to cross sections, traffic calming, trail design, swale design, and City-owned park strips.
- ◆ 5.2.2 - Update subdivision code and connectivity standards to include requirements for a grid system as well as to require trail access for all subdivisions.
- ◆ 5.2.4 - Review and update operations and maintenance plan for all streets and trails.
- ◆ 5.2.6 - Create a traffic calming implementation program.
- ◆ 5.3 - Recommends adopting ordinances that provide well-connected streets for safer and easier travel by car, bike and foot.
- ◆ 5.4 - Traffic Calming - provides general guidelines for placing and implementing traffic calming measures like bulb-outs, pedestrian crossings, and lateral shifts.
- ◆ 5.7 - Follow guidance from FHWA STAR to leverage federal design guidelines to recommend a network prioritizing high-comfort, context-sensitive facilities like buffered bike lanes and bicycle boulevards.
- ◆ 5.9 - Cross Sections to accommodate bicycle and pedestrian facilities. This plan provides prescribed cross sections for future development. These are used as areas develop and should be updated with this plan.

## Cache County Trails + Active Transportation Master Plan

This plan envisions a comprehensive trail network connecting communities, recreation areas, and services county-wide. It prioritizes various pathways while respecting private property rights through voluntary agreements.

### GOALS

- ◆ Connect population centers to public recreational lands and open space
- ◆ Connect residences to services, jobs, recreation and community hubs
- ◆ Utilize trails to improve public safety and health
- ◆ Design and align trails that highlight Cache County's unique natural landscape
- ◆ Create networks of trails and streets that promote walking and bicycling as transport options
- ◆ Provide access to trails within walking distance of valley residents, to reduce the need to drive long distances to trailheads and recreational access.

### PROGRAM RECOMMENDATIONS

- ◆ Education and Awareness Campaigns
- ◆ County-Wide Wayfinding and Signage
- ◆ Ambassador Program/Mentorship
- ◆ Commuter Incentive Program
- ◆ Community Events
- ◆ Safe Routes to Schools Activities
- ◆ Bicycle Friendly Designation
- ◆ Annual or Seasonal User Counts
- ◆ Bike Parking Inventory
- ◆ Crash Data Collection

### POLICY RECOMMENDATIONS

- ◆ Bicycle Friendly Rural Road Standards
- ◆ County Code Adjustments
- ◆ Develop Partnership Funding and Manpower Sources
- ◆ Develop Strong Volunteer Trail Maintenance Workforce
- ◆ Interlocal Agreement on Trail Development

### PROJECTS

- ◆ Nibley Underpass: Grade-separated crossing intended to provide safe access to Ridgeline High School and connect the eastern bench communities of Hyrum and Nibley with the rest of the area via the Cache Bikeway.

## NIBLEY CITY PLANS

### Parks, Trails, Recreation & Open Space Master Plan

This 2017 plan seeks to create a more connected and recreation-focused community through public input and committee refinement. It aims for accessible parks, trails, and open spaces, while establishing Nibley as a recreational destination and ensuring funding for its vision.

### GOALS

- ◆ Establishing usable park spaces within walking reach of 90%+ of Nibley's residents
- ◆ Generating a network of major and minor trails that increase Nibley's internal and regional connectivity
- ◆ Preserving critical open spaces for recreation, nature preserves, wildlife corridors, and farms.
- ◆ Establishing Nibley as a premier recreational destination in Cache Valley

- ◆ Providing recommendations to revise Nibley City ordinances to ensure plan implementation
- ◆ Creating a fiscal pathway to fund the vision of the Parks, Trails, Recreation & Open Space Master Plan
- ◆ Building a happy, healthy, and connected community where people want to live.

## OBJECTIVES & STRATEGIES

- ◆ Assist in the planning and development of connection corridor trails and bike path.

## PROJECTS

- ◆ City Center Trail
- ◆ Nature Way Trail
- ◆ Hyrum Slough Connector Trail
- ◆ 4000 South Trail
- ◆ Ridgeline Trail
- ◆ Blacksmith Fork Trail

## General Plan

This plan, completed in 2016, was developed through workshops, interviews, and public events to serve as a vision statement for the City's future and a practical guide for decision-making. Notably, the plan outlines several goals and principles that directly promote active transportation options like walking and cycling.

## GOALS

### ◆ Transportation Goal 1: Unified Transportation System

- Principle 1D: Use traffic calming measures (street trees, medians) on neighborhood streets. This can create a safer environment

for pedestrians and cyclists.

### ◆ Transportation Goal 3: High-Quality Roads, Sidewalks, and Trails

- Principle 3A: Encourage sidewalks with adequate width (5 feet) adjacent to curb and gutter. This improves pedestrian infrastructure.
- Principle 3F: Ensure trails are incorporated into residential and commercial subdivision designs. This increases opportunities for walking and biking.

### ◆ Transportation Goal 4: Safety and Accessibility for All

- Principle 4A: Develop "complete streets" on major arterials to improve mobility for vehicles, transit, bicycles, and pedestrians. This means designing streets to be safe and accessible for all users.
- Principle 4B: Provide safe and comfortable pedestrian facilities that connect to public spaces and encourage active living. Improve pedestrian and bicycle connections within and between neighborhoods, commercial areas, and neighboring cities. This directly addresses creating a more walkable and bikeable community.
- Principle 4D: Implement traffic calming and speed reduction methods on collector routes and impacted residential streets. This can create a safer environment for cyclists.
- Principle 4E: Promote alternative

transportation options to improve air quality. This includes promoting walking and cycling.

◆ **Land Use Goal 1: Encourage Mixed-Use Development**

- Principle 1A: Encourage complementary land uses like residences, businesses, and recreational features. This can create walkable neighborhoods where residents can access daily needs without necessarily driving.

◆ **Land Use Goal 4: Preserve Open Space and Trails**

- Principle 4D: Support a trail network that provides access to open spaces. This can

encourage residents to walk or bike for recreation and potentially for some errands if the trail network connects to destinations.

◆ **Parks, Trails and Open Space Goals 1:**

- Principle 1B: Provide connections between parks, recreational facilities, and schools through pedestrian and bicycle trails and greenbelts. This directly supports creating a network for walking and cycling.
- Principle 1C: Utilize opportunities to develop public access along rivers and canals for trail linkages. This can create dedicated spaces for walking and cycling besides scenic areas.



Firefly Park in Nibley City. Photo Credit: Heather Savage.

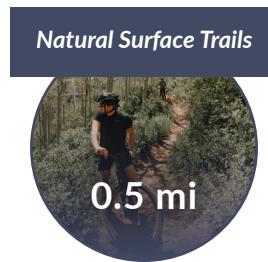
02

## Existing Conditions

# Existing Conditions

Nibley's foundation is rooted in a shared care for its future. Incorporated in 1935, the driving force behind the city's establishment was securing a reliable water supply for residents. Since then, Nibley has transformed from a primarily agricultural community to a town influenced by its proximity to job centers, Logan's Utah State University, and major transportation corridors like Highway 89. This growth has been significant with population quadrupling between 2000 and 2024.

This chapter serves as a foundation for understanding Nibley's current state of active transportation. By analyzing the community's existing and planned infrastructure and land use patterns, this plan identifies opportunities and challenges to guide future development decisions. By assessing the strengths and weaknesses of existing infrastructure for pedestrians and cyclists, this plan identifies gaps and prioritizes improvements that promote active transportation and enhance residents' quality of life for generations to come.



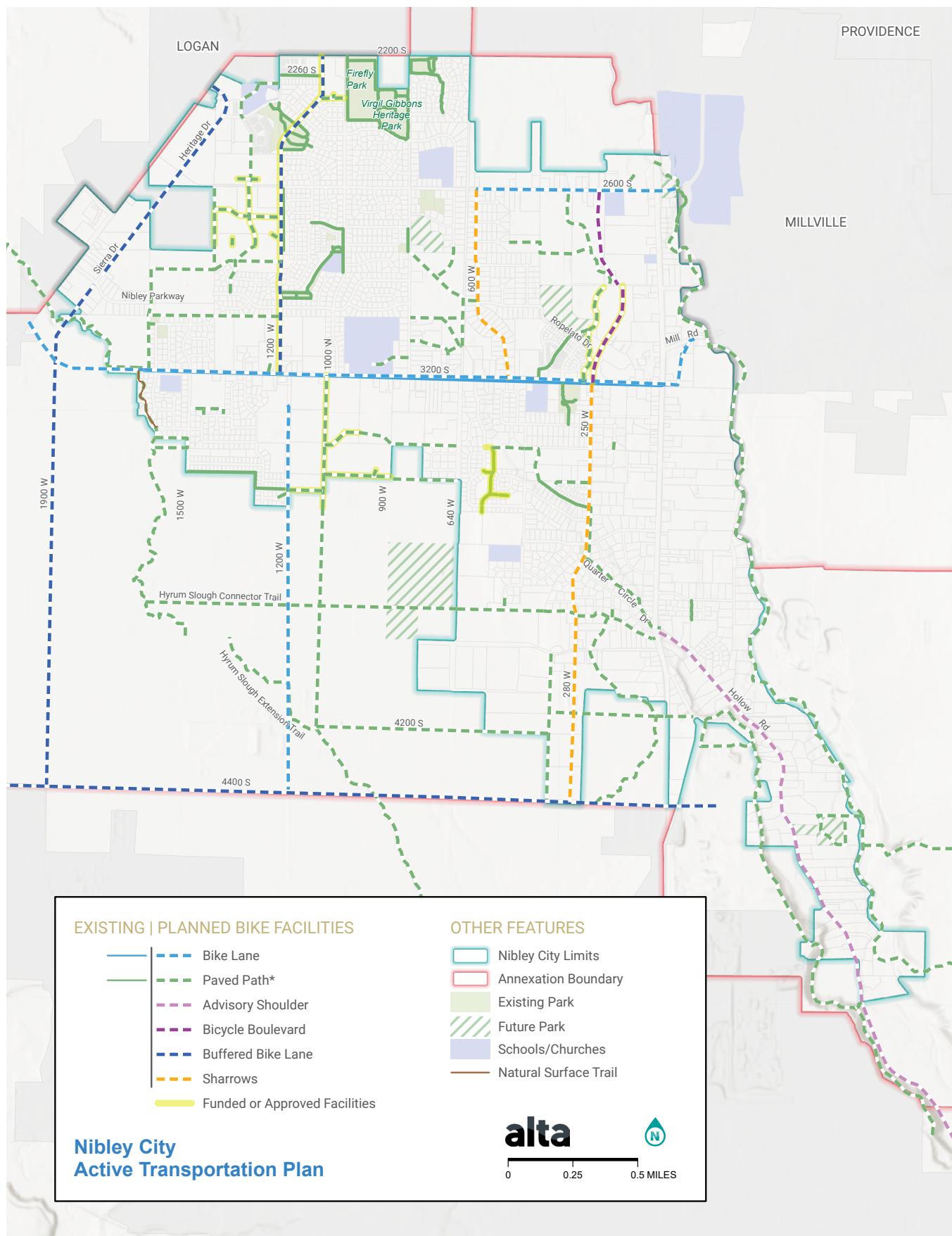
# Existing Facilities

Nestled in Cache Valley, Nibley thrives on its access to open space and outdoor recreation. As the city grows, fostering a safe, accessible, and connected network for walking and biking will become even more crucial. Nibley has a foundation of existing and planned parks, trails, and paved paths. While some bicycle facilities exist, the City is actively working towards a connected network with several segments planned or under construction. Beyond sidewalks, which are widespread in most developed areas around the city, there are about **8.5 miles** of existing facilities for residents to walk, bike, and roll.

The existing active transportation network in Nibley represents a significant accomplishment. However, to fully optimize its potential, future planning should consider not only the extent of the network, but also the design and functionality of its components. High-quality infrastructure prioritizes the safety and user experience of pedestrians and cyclists. This can be achieved by creating dedicated spaces that separate them from vehicle traffic, particularly in areas with high volumes or speeds. This approach will increase use of active transportation options, fostering a healthier and more connected community.

**Figure 2-1.** Existing Facilities in Nibley.

Map 2-1. Existing Facilities



\*Paved paths assume an eight-foot minimum with ten to 12-foot preferred.

# Existing Destinations

## LAND USE & TRAVEL PATTERNS

Land use patterns play a significant role in shaping travel behavior within a city. Nibley's predominantly residential character means many residents likely travel outside the city for work, shopping, and other errands. However, this doesn't negate the importance of a well-developed internal network for pedestrians and cyclists, particularly due to the large youth population that attend schools within or near the city boundaries.

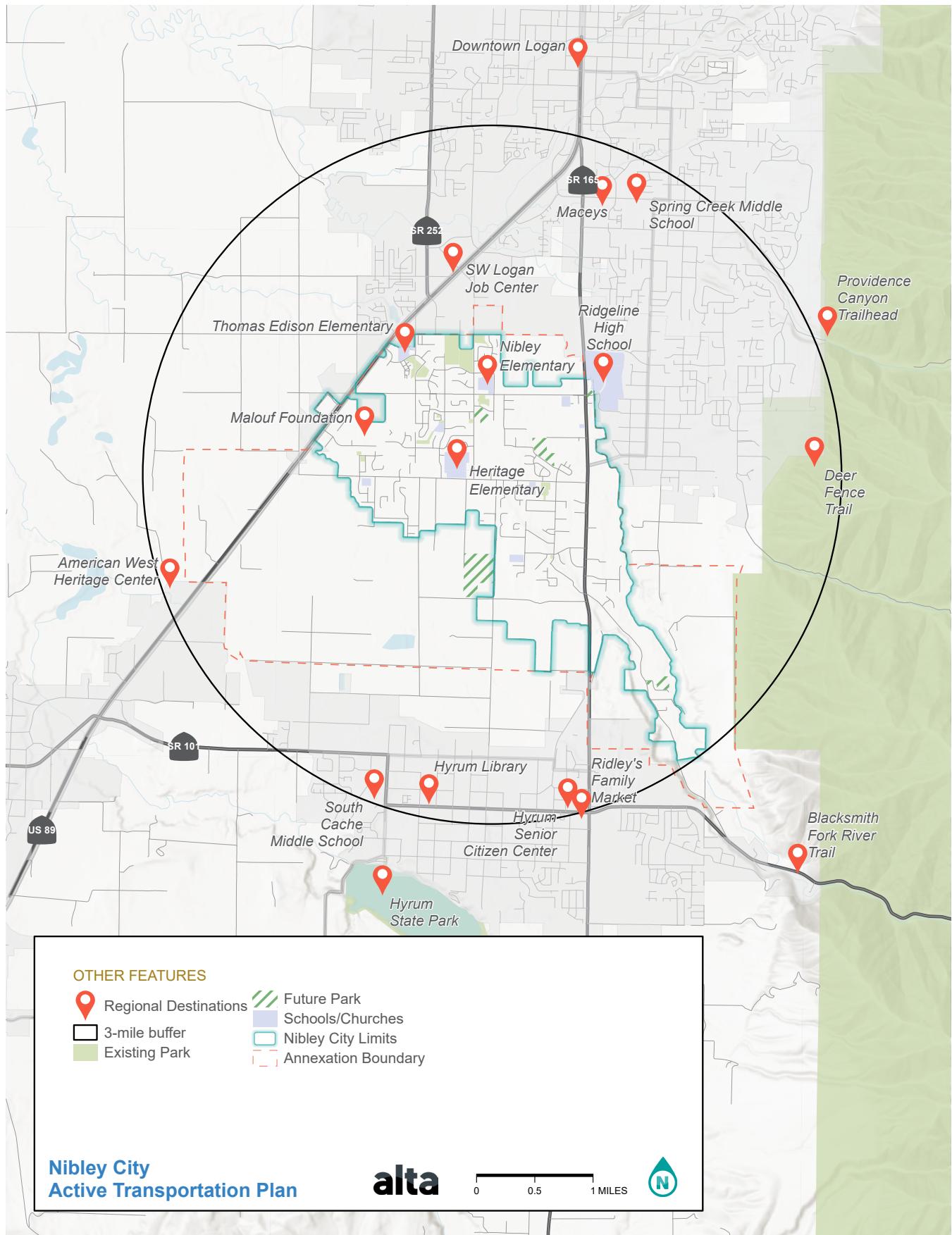
## SHORT TRIP PERCEPTION VS. REALITY

Public input (detailed later in this report) suggests a disconnect between resident perceptions and the actual time and convenience of short trips within Nibley. Some residents may currently choose to drive for short distances, like taking their children to school. However, evidence suggests that active transportation, like walking or cycling, can often be a faster and more convenient option for these short trips.

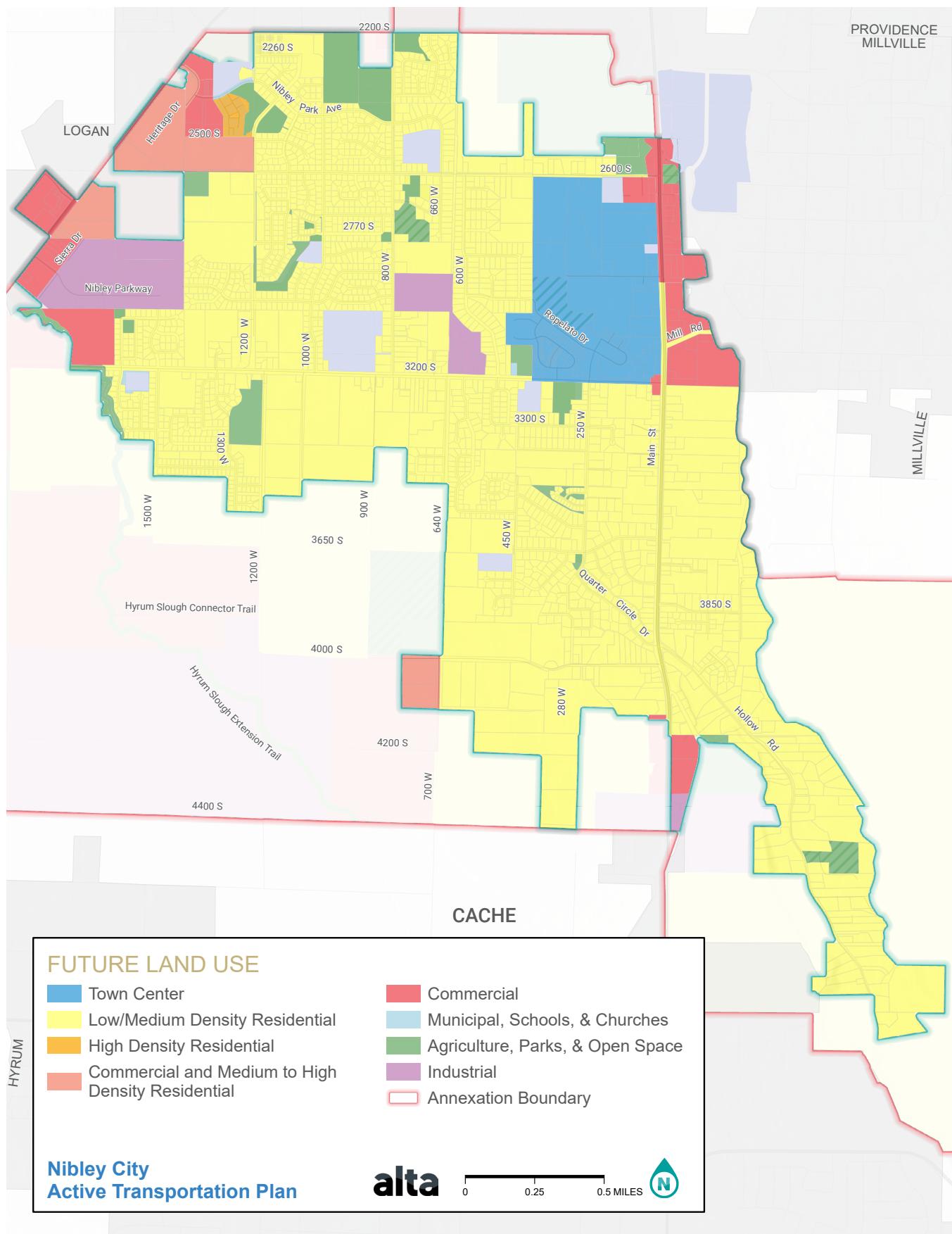


*Blacksmith Fork River Trail*

## Map 2-2. *Regional Destinations*



Map 2-3. Future Land Use



# Sidewalk Connectivity

Sidewalks are often the starting point for the most accessible active transportation trips. By filling in sidewalk gaps, the City can improve connectivity and encourage residents to choose walking as their preferred mode of transportation. Seamless sidewalk networks that connect homes to essential areas, like schools and parks, create a more walkable and inclusive city for all. Developing a strategy to fill sidewalk gaps, particularly those connecting destinations, is crucial to creating a safe and confident pedestrian experience.

## GAPS & SAFETY

A review of existing pedestrian infrastructure reveals gaps in sidewalks along several minor arterial streets, including stretches on 4000 South, 1200 West, 2600 South, and 3200 South. These areas experience high traffic volumes and should be reviewed for sidewalk improvements. If these streets are undeveloped, sidewalks should be implemented along with development whenever possible.

Hollow Road experiences significant pedestrian activity. While the specific treatment is still under consideration, this street is a high priority for sidewalk improvements. Additionally, attention should be given to fill sidewalk gaps near schools.

This initial assessment focuses on identifying gaps in the sidewalk network. A separate evaluation would be required to assess the condition of existing sidewalks for uneven surfaces, cracks, or accessibility concerns.

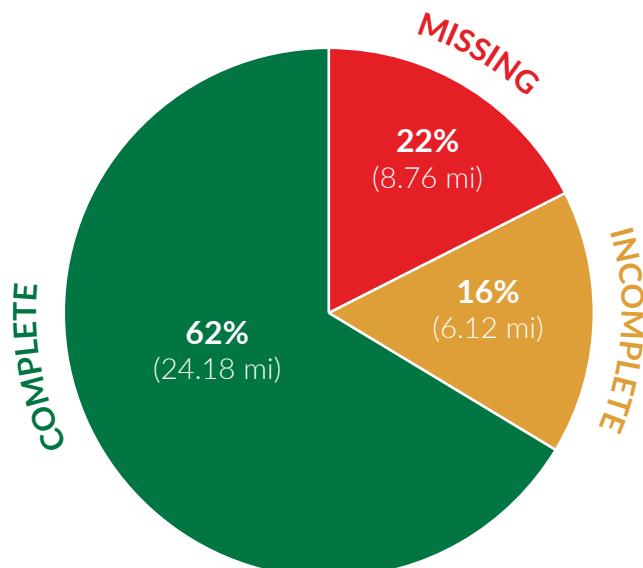


Figure 2-2. Sidewalk Analysis

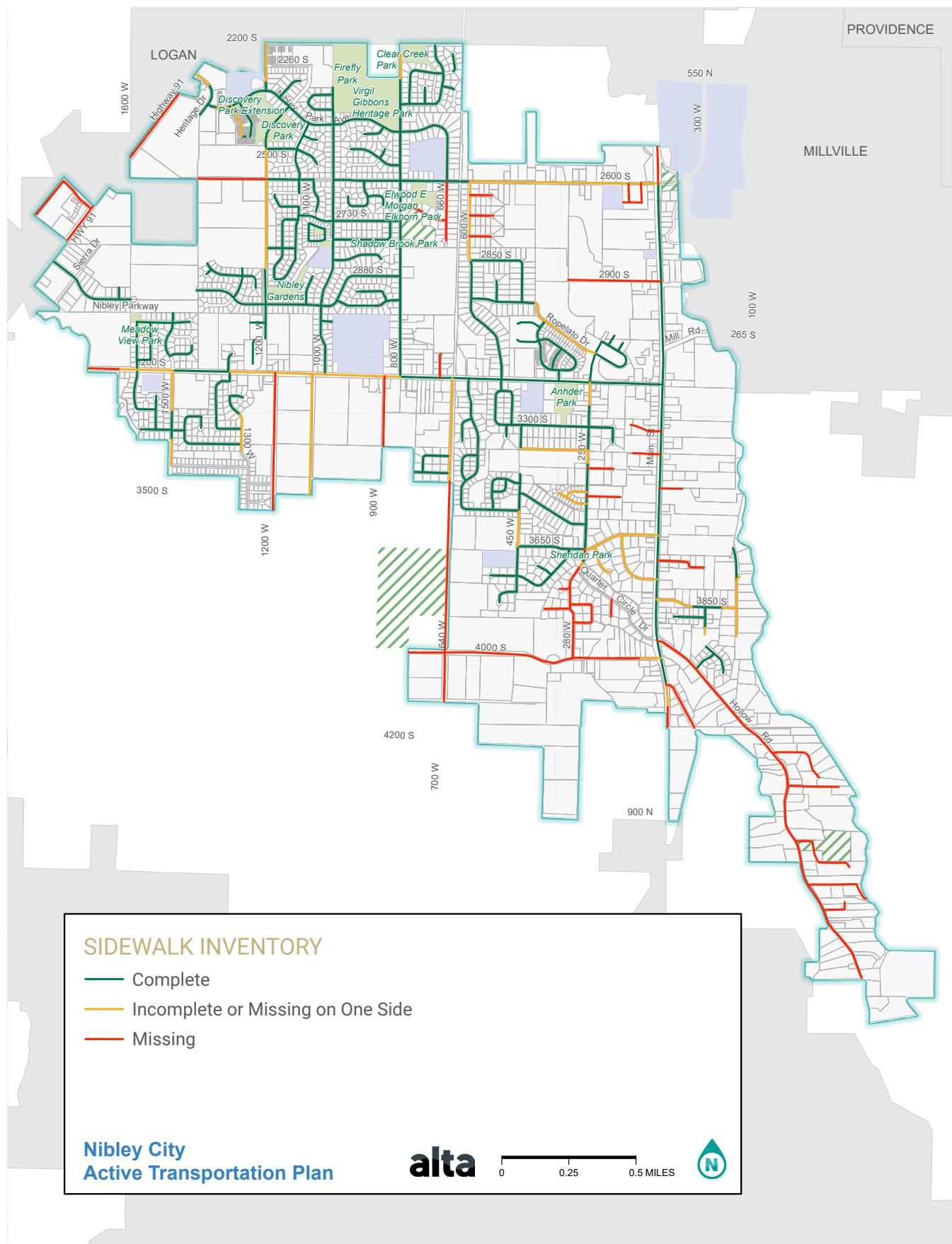
## Future Development & Connectivity

Looking towards future growth, there is slated development and park access along 640 West. This north-south connection currently lacks pedestrian infrastructure. This facility should be implemented during this future development.

## RELATIONSHIP TO TRANSPORTATION MASTER PLAN

The Nibley Transportation Master Plan lays the groundwork for future road configurations with most anticipated to have one lane in each direction. The plan also acknowledges the need for turn lanes at major intersections with sufficient right-of-way allocated. This plan builds upon this foundation by detailing specific sidewalk widths (assumed to be 7.5 feet including curb and gutter), multi-use trail dimensions (14 feet wide with buffers), and typical buffered bike lane widths (9.5 feet).

Map 2-4. Sidewalk Inventory



# Network Opportunities

With input from the project steering committee and community focus groups, the project team identified several areas within the city that could be key components to improve network connectivity and encourage residents to take more active trips.

## KEY DESTINATIONS

Analyzing key destinations – parks, schools, places of worship, employment centers, City offices – is crucial. This data directly informs the plan's goals:

**Safety First:** By identifying high-traffic corridors connecting residents to these destinations, infrastructure improvements like crosswalks and dedicated lanes can be prioritized, addressing safety concerns.

**Accessibility & Connectivity:** Analyzing destinations reveals natural connections within the city, allowing the plan to focus on creating safe and efficient routes between these hubs, promoting active travel, especially for youth traveling to schools.

**Future Development:** Understanding resident movement patterns through key destinations informs future development plans. This data can be used to advocate for policies that prioritize active transportation infrastructure in new areas, securing funding for a sustainable network aligned with long-term goals.

### Parks

Firefly Park and Heritage Park are both very popular recreation destinations for Nibley residents of all ages. Paved paths through and around these parks provide comfortable places for visitors to walk, bike, or roll.

### Schools

Nibley has four schools within or adjacent to its boundaries, as well as an additional one currently under construction. Schools are important active transportation destinations because they serve youth under driving age who tend to rely more on active transportation modes. Most trips to and from schools are no more than a couple of miles, making them ideal for walking or biking.

### Places of Worship

There are **six** religious meetinghouses in Nibley. Although churches are not everyday destinations, like schools or places of employment, they can still serve as vital active transportation destinations due to their role as community hubs. Places of worship often host various events and gatherings, drawing people together.

### Employment Centers

Major employers in Nibley include Malouf Companies and Logan Coach. Places of employment are pivotal for active transportation as they are daily destinations where residents spend a significant portion of their time. Connecting places of employment to safe active transportation facilities can encourage employees to adopt active commuting habits.



American West Heritage Center. Photo Credit: American West Heritage Center.

# CORRIDORS

## 3200 South

This is the primary east-west corridor in the city. It serves Heritage Elementary, City offices, several churches, and local parks. It sees more traffic than any other local road in Nibley. The posted speed limit is 35 mph, but its wide and straight design make it easy for drivers to speed.

## 2600 South

This street acts as a secondary east-west corridor and connects to Nibley Elementary, Ridgeline High School, and Millville. It also connects to Highway 89/91, where a future shopping center is planned. It has one of the few traffic lights in the city for residents to cross Route 165.

## 1200 West

This street can help provide a connection south to Hyrum and north to Logan.

## 1000 West

This stretch of road provides access to Heritage Elementary, Firefly Park, Nibley Gardens, and several off street paths and bus stops. Because it is a relatively short road, it is primarily used for local traffic at low speeds and low volumes.

## 800 West

This corridor is one of the only local roads that can provide a connection north into Logan. It is also adjacent to Nibley Elementary and Heritage Park.

## 640 West

This corridor can help provide another connection south to Hyrum.

## Main Street/Route 165

Main Street, more commonly known as Route 165, is currently a fast-moving and heavily-trafficked street that connects Nibley to the rest of the Cache Valley. It has few crossing opportunities and infrastructure, but has sidewalks on both sides along the developed portion of the city between 2600 South and Johnson Roadd. This corridor is well served by Cache Valley Transit District and plays an important role in the first-mile, last-mile of transit trips.

## Hollow Road

Hollow Road is the primary connector bridging the geographic gap between residents in the southeast part of Nibley to the rest of the city and to Blacksmith Fork Canyon.

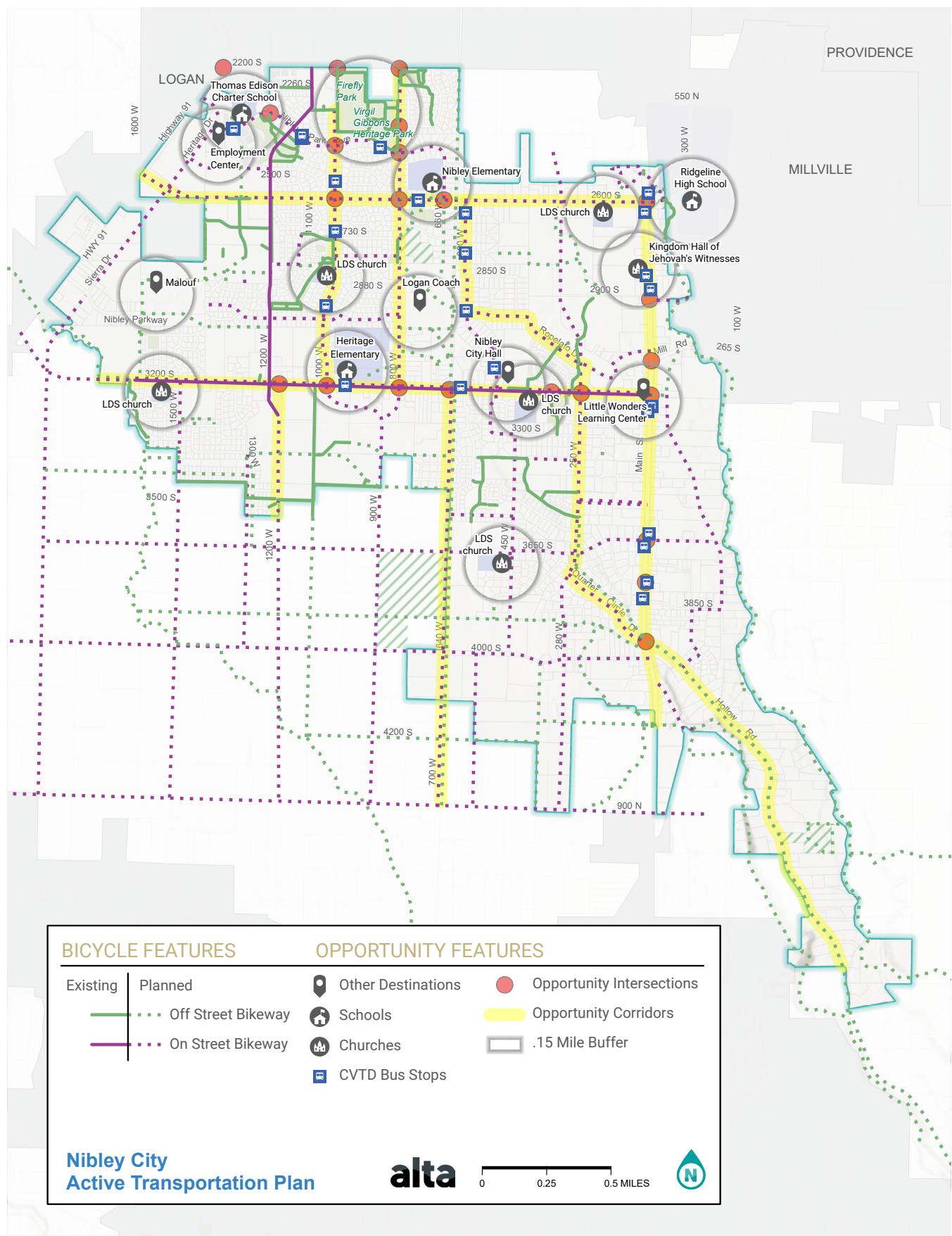


*Hollow Road. Photo Credit: Utah Real Estate.*

# INTERSECTIONS

Opportunity intersections are locations that are frequently crossed by pedestrians and cyclists when traveling to or from key destinations. Some of these locations may already have crosswalks or other pedestrian-oriented infrastructure, but should be evaluated to determine if facility upgrades are necessary.

### Map 2-5. Opportunity Analysis



# Collision Analysis

Over the past five and a half years (April 2018 - December 2023), there have been a low number of pedestrian and bicycle crashes with only three reported crashes. While the severity ranged from minor to possibly serious injury, this low number doesn't necessarily indicate a lack of safety concerns. Combined with anecdotal evidence from public meetings, the data suggests potential issues in specific areas. Interestingly, all three crashes occurred during daylight hours with clear weather, which points to factors beyond just visibility contributing to these incidents.

Studies show that slower speeds dramatically improve survival rates in crashes. At 25 mph, pedestrians and cyclists have a much higher chance of surviving compared to higher speeds, while pedestrians hit at speeds of 35 mph and higher have significantly lower chances of survival. This highlights the importance of reducing speeds on roads with speed limits exceeding 35 mph, especially where pedestrians and cyclists share the road.

In regards to reducing speeds, it is important to note that simply posting a lower speed limit is not nearly as effective as designing the roadway for

lower speeds. This can be done with traffic calming measures such as raised crosswalks, traffic calming islands, chicanes, landscaping, or narrowing the roadway.

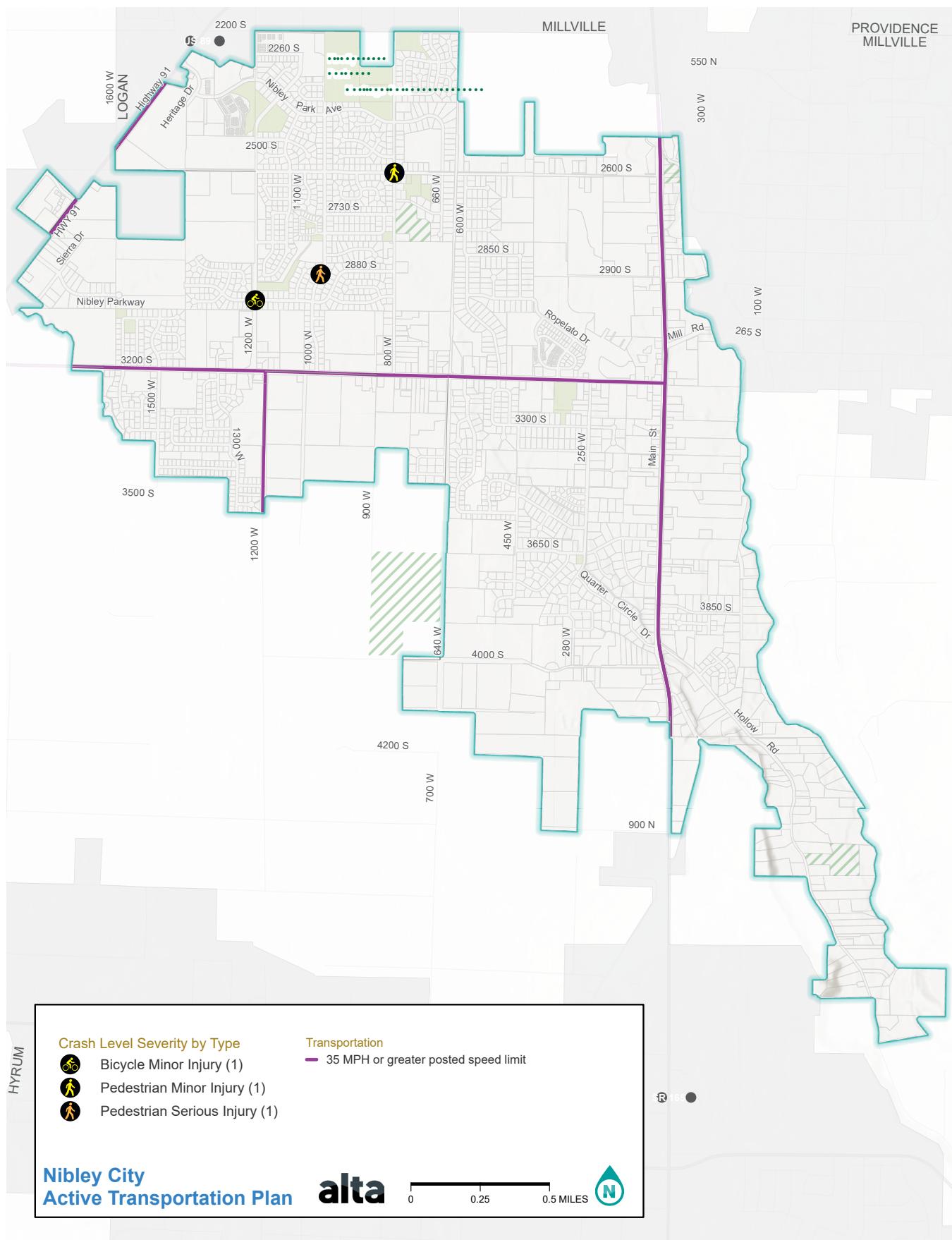
Safe infrastructure is essential for promoting active travel (walking and cycling) and ensuring the safety of pedestrians, cyclists, and drivers alike. Dedicated spaces separated from high-speed traffic can significantly improve safety and encourage more people to choose active travel options.

This plan prioritizes the safety of all road users as a critical public health objective. It aims to identify and implement design and infrastructure changes on high-speed roads (above 35 mph) to address potential user conflicts based on data analysis and public input.



**Figure 2-3.** Impact speed and a pedestrian's risk of severe injury or death (Tefft, 2013).

Map 2-6. Collision Analysis



03

## Public Outreach

# Survey Results

A survey was conducted between March 25th and May 19th, 2024 to gather input from the community on active transportation in Nibley City. The purpose of the survey was to gain an understanding of current active transportation use, barriers to walking and biking, and community needs. In total, 314 people took the online survey and 146 comments were recorded on the web map. The results of the survey and web map are provided on the following pages.

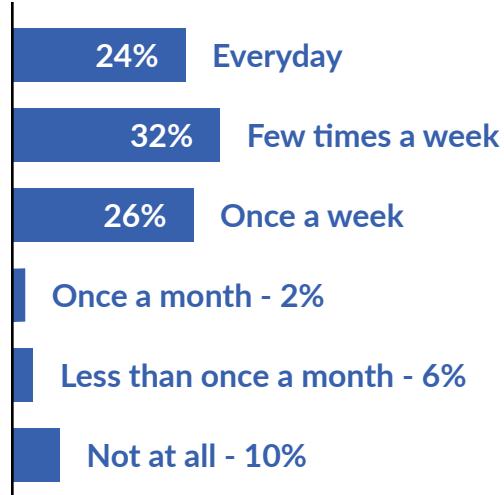
## Q1: What is your connection to Nibley City?



## Q2: On average, how often do you walk or bike for recreation?



## Q3: On average, how often do you walk or bike for transportation?

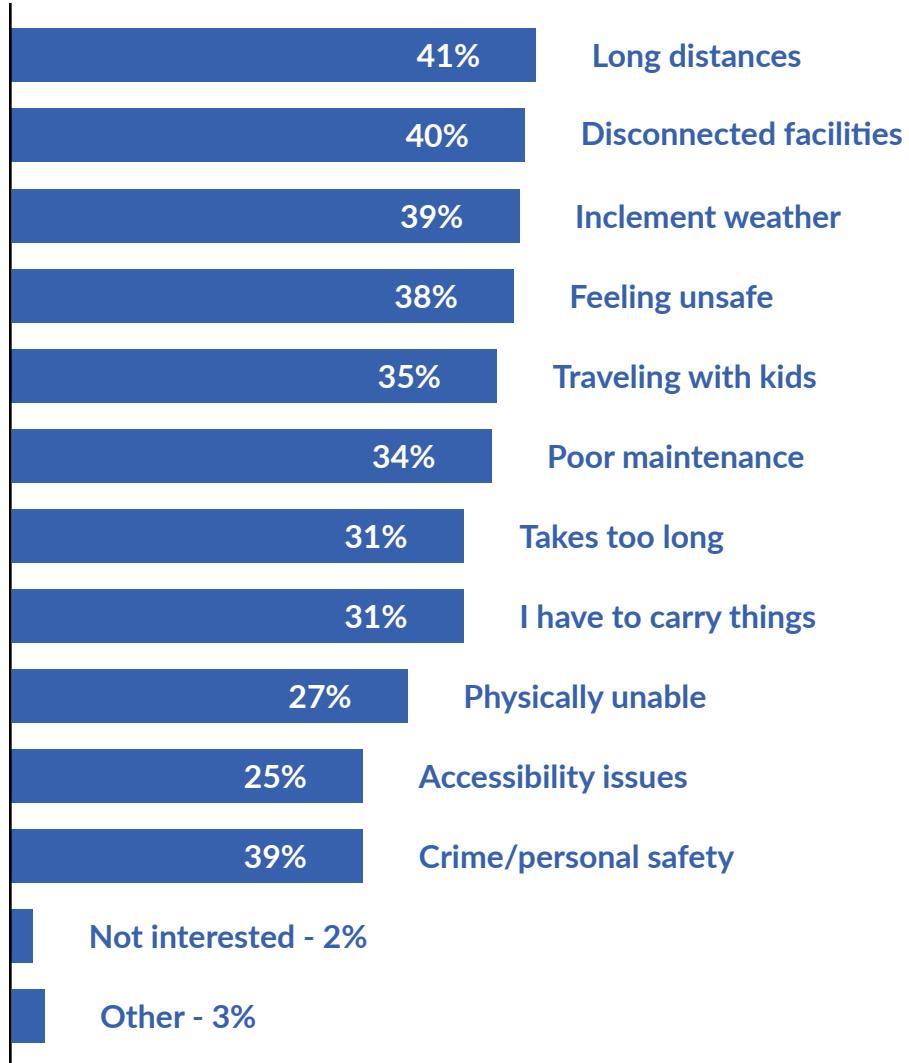


## Q4: How would you describe yourself when it comes to riding a bicycle?

Participants were split between preferring more separation but will ride in provide bike lanes (35%) and those who do not feel comfortable with the existing network and prefer using low-stress facilities, such as paved paths, separated bike lanes, and neighborhood byways (35%). A little over a quarter are comfortable riding with or next to vehicular traffic and are willing to use roads without dedicated bike lanes. Three percent are not interested.

## Q5: What are some things that prevent you from walking or biking more often?

Participants were able to select multiple barriers in this question.



### Other responses:

- ◆ My kids don't ride bikes to school and sometimes avoid walking because... Nibley Elementary isn't suitable for bikes. The sidewalk is too small for bikes it barely fits two people walking side by side... The dirt shoulder gets dangerous... there is no boundary... where the road ends and the shoulder begins.
- ◆ A lack of wayfinding makes it hard to navigate sometimes and I'm scared of getting lost

- ◆ Not very many sidewalks to walk on my end of town
- ◆ Weather
- ◆ I was struck by a car while crossing an intersection last year
- ◆ No safe route/poor bike infrastructure connecting to cities north
- ◆ There are not a lot of walking paths.
- ◆ Bicycling on the highway to get to Logan for work/safety

## Q6: What would encourage you to bike or walk for transportation more often?

Participants were able to select multiple options in this question.



### ***Other responses:***

- ◆ When it is more enjoyable than driving, which it would be with less speeding cars
- ◆ It is safe and I feel comfortable doing it the whole way.
- ◆ When others see people biking or walking they are more likely to do so themselves.
- ◆ Separated asphalt bike path [that] goes for 10+ miles and is within a few miles of my house
- ◆ Having useful destinations close by such as grocery stores, doctors, etc.
- ◆ If there were more destinations in Nibley; usually I'm going into Logan.
- ◆ Making 700 [West] safer for bikes and joggers would be awesome! There is just a canal and a thin road.

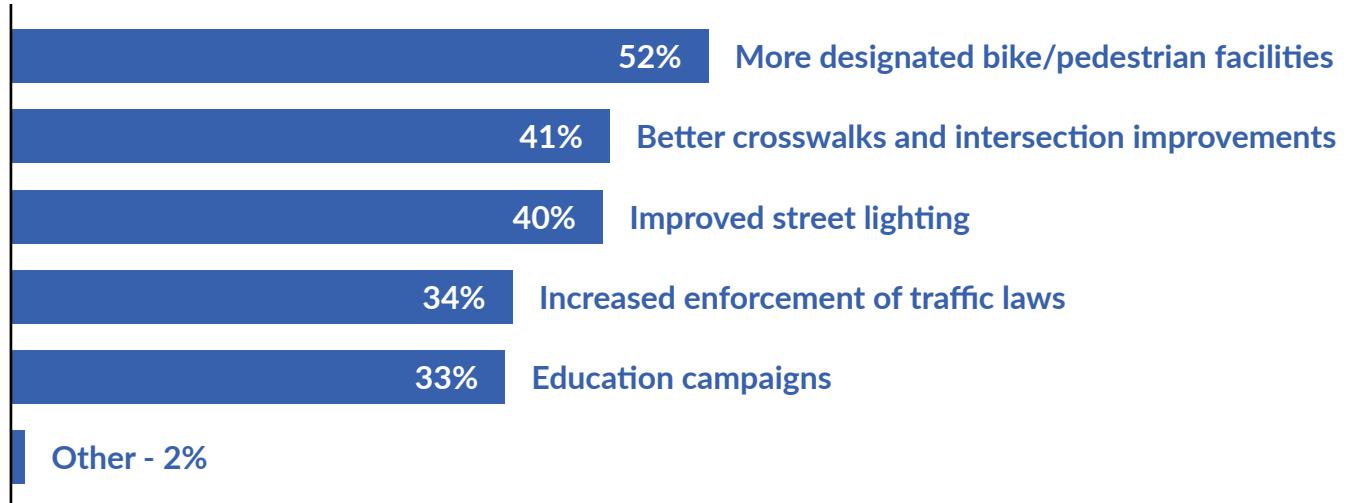
## Q7: What would you like to use bikeways, paved trails, and sidewalks for in Nibley City?

Participants were able to select multiple options in this question.



## Q8: What improvements would make walking and biking in Nibley City more comfortable?

Participants were able to select multiple options in this question.



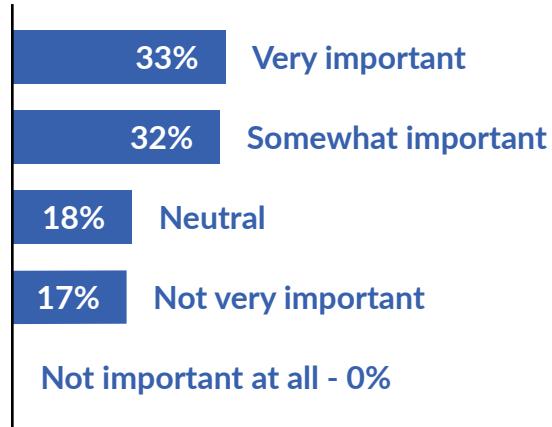
### Other responses:

- ◆ The sidewalk to Nibley elementary from [800 West] needs help
- ◆ Connections with other city's infrastructure (like Logan's Trails and Providence's Bike Lanes)
- ◆ Along with real biking infrastructure that connects to places I want to go, not just trails,

there should be good bike parking available in lots of places

- ◆ Lower speed limits, keep [parked] cars out of bike lanes, street trees, protected/grade seperated bike lanes
- ◆ Enforce texting and driving I see it every time I'm in a car and it's the main reason I don't like to cycle

## Q9: How important is it to you that Nibley City invests in improving active transportation infrastructure?



## Q10: Have you ever felt unsafe walking in Nibley City?

Those that did not feel safe provided more information on why and the areas where they felt unsafe.



Figure 3-1. Why and Where Responses to Q10.

SUMMARY	
THEME	
Unsafe Driving	33%
Unsafe Crossing	19%
Poor/Lacking Infrastructure	14%
Other	33%
LOCATION	
800 W	38%
Hollow Rd	10%
3200 W	10%
1200 W	5%
Main St	5%
640 W - 700 W	5%
No Location	29%

## Q11: Have you ever felt unsafe biking in Nibley City?

Those that did not feel safe provided more information on why and the areas where they felt unsafe.

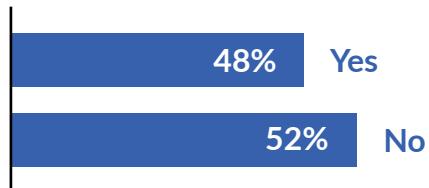
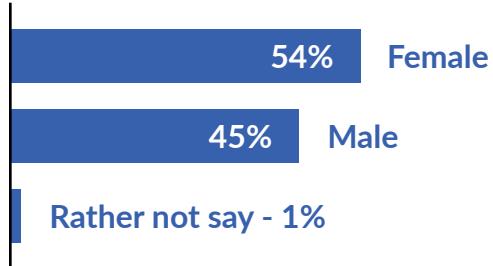
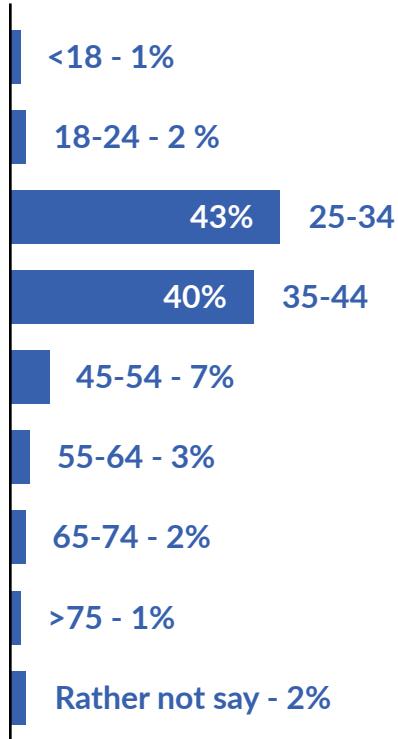
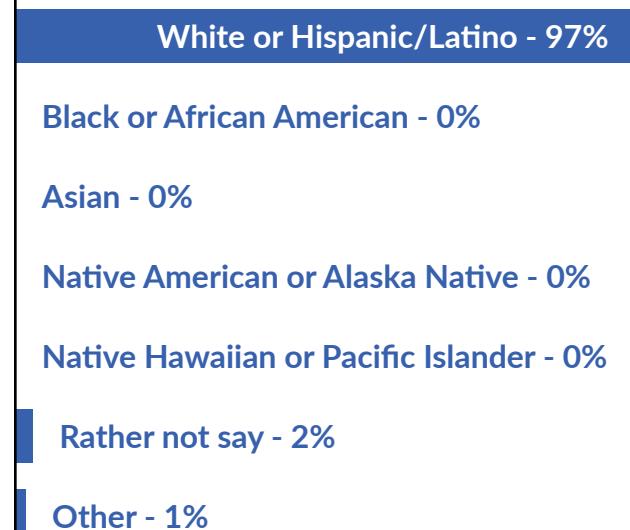
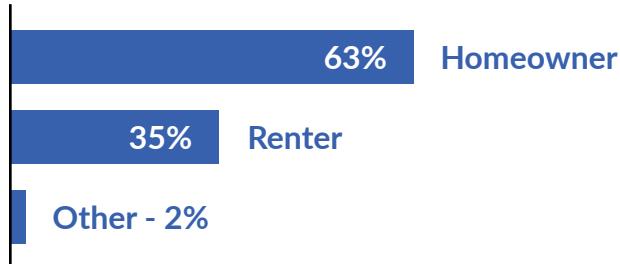


Figure 3-2. Why and Where Responses to Q11.

SUMMARY	
THEME	
Inadequate Bike Facilities	27%
Unsafe Driving	17%
Poor Maintenance/Uncomfortable Road Conditions	15%
Low Visibility	6%
Cyclist Behavior	5%
Parked Vehicle	5%
Bike Parking	2%
Bike Theft	2%
Stray Animals	2%
Unsafe Crossing	2%
Inclement Weather	2%
Pedestrians	2%
Other	12%
LOCATIONS	
3200 S	3%
800 W	2%
US-89/91	2%
Routes to Hyrum	2%
1200 W	1%
250 W	1%
640 W	1%
Routes to Logan	1%
Unspecified Highway	1%
Hollow Rd	1%
No Location	86%

**Q12: What is your gender?****Q13: What is your age?****Q14: How would you describe yourself?****Q15: What is your housing data?**

# Bike & Walk Audit

The Planning Team conducted a bike and walk audit with members of the Steering Committee and interested Nibley citizens on May 29, 2024. Participants biked and walked around Nibley and voiced their concerns relating to infrastructure, driver behavior, policy, and other active transportation issues.

## BIKE AUDIT

Issues raised during the bike audit include:

- ◆ Appropriate width of trails; current standard is eight to ten feet depending on trail
- ◆ Fence treatments along trails; current standards help trails feel more open
- ◆ Connect existing subdivision trails to greater network and build longer low-stress connections
- ◆ Neighborhood streets are typically comfortable for bicyclists; 250 West is expected to increase traffic
- ◆ Address east and west crossings and sidewalks near Heritage Elementary
- ◆ Create crossing in front of Heritage Elementary and complete sidewalk on the south side
- ◆ Remove some turn pockets in front of Heritage Elementary and add curb cuts for safer crossing
- ◆ Cars parking in 3200 South bike lane is problematic and unsafe
- ◆ Improve safety of 2600 South and 800 West crossing
- ◆ Speeds on 800 West are of concern.
- ◆ 1200 West may become unsafe for crossing due to anticipated higher speeds (35 mph)

## WALK AUDIT

Issues raised during the walk audit include:

- ◆ Ten foot trail through Ridgeline Park is pleasant
- ◆ More linear paths are helpful for people with visual impairments and other disabilities
- ◆ Cars parked across sidewalks are very problematic for people with visual impairments, wheelchair users, and other disabilities
- ◆ Crossing at 3200 South is long and difficult; pedestrian beacon and shortened crossing would help
- ◆ Identify most logical crossing between trail and 340 West to Anhder Park
- ◆ Neighborhood streets are generally comfortable for pedestrians; frequent driveways problematic.
- ◆ Add standard to limit number of driveways per linear foot of frontage to encourage alley loading, especially at townhomes



*Bike audit participants discussing active transportation.*

## Bike Night Out

As part of Nibley's Heritage Day Festivities, the City hosted a "Bike Night Out" on June 18, 2024. It included four stops at Heritage Park, Elkhorn Park, Anhder Park, and Heritage Elementary with treats, games, safety vest giveaway, and an opportunity to provide input on the active transportation network.

Issues raised during Bike Night Out include:

- ◆ Lack of adequate bike parking around the city

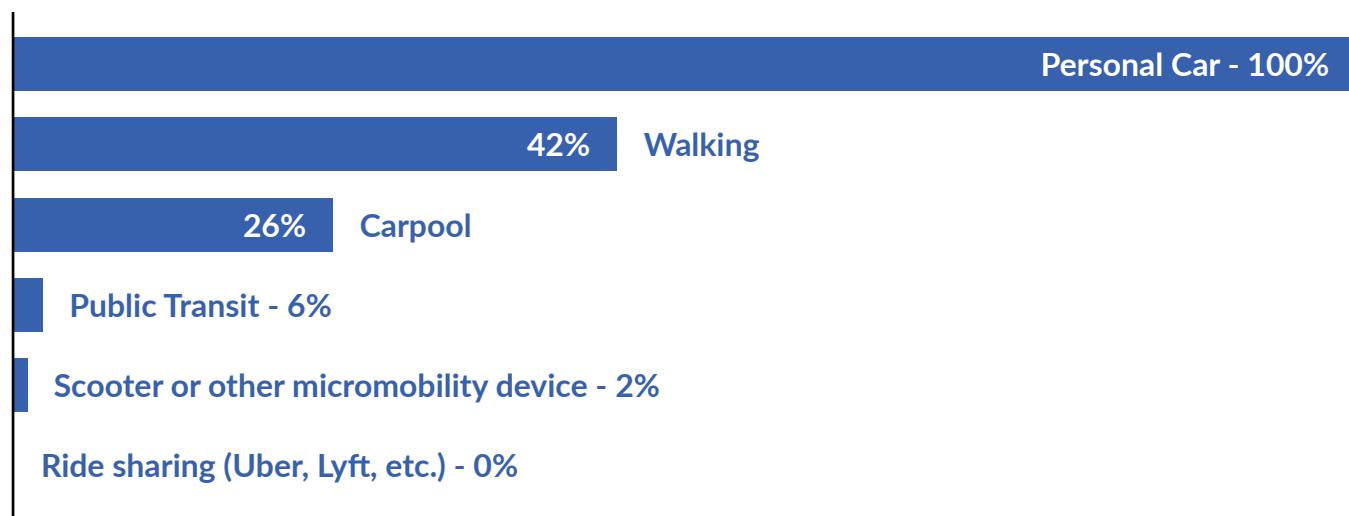
## Wellbeing Survey

Nibley is one of 49 cities who participated in the 2024 Utah Wellbeing Survey Project. This project assessed the wellbeing and perspectives of local residents and provided information to city leaders to inform planning processes. In April and May 2024, the City advertised the online survey to residents aged 18 or older through newsletters,

texts, social media, Council meetings, flyers, and other means. Several questions in the survey provide insights into the attitudes, behaviors, and values in relation to active transportation. A total of 319 surveys were submitted from residents of Nibley.

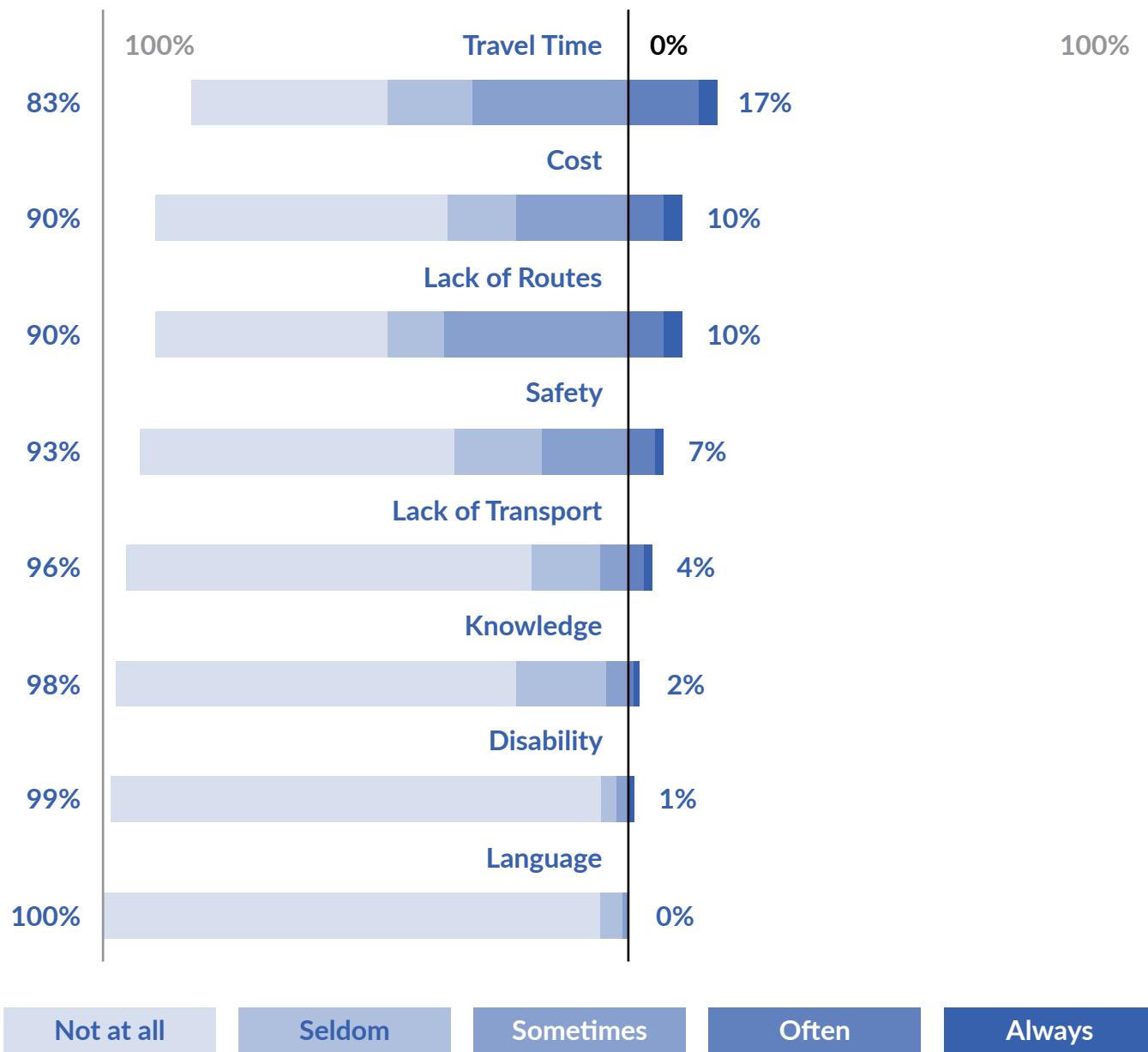
### Q: What are your primary modes of transportation?

Participants were able to select multiple options in this question.



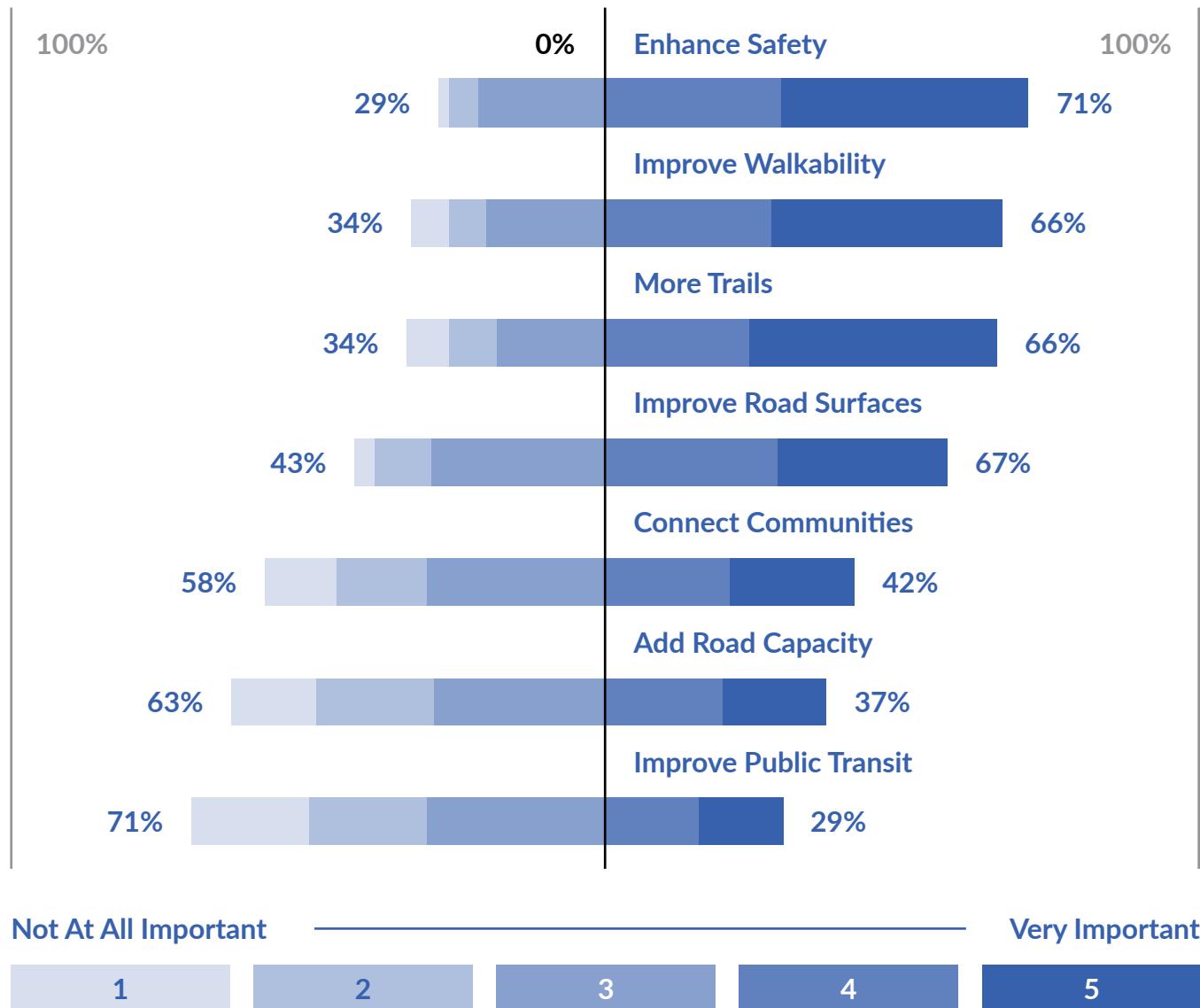
## Q: Are any of the following a barrier to your personal travel in Nibley?

This plan can address some of the concerns highlighted here by residents through efficient routes and infrastructure for biking and walking.



## Q: How important are the following transportation developments in Nibley?

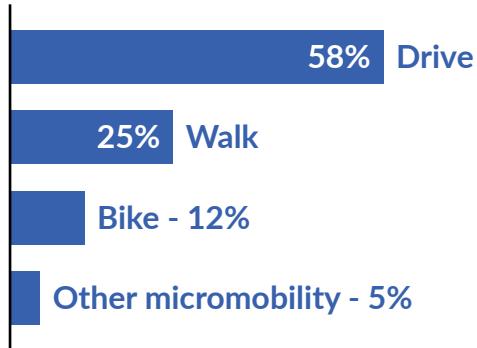
This plan supports each of these priorities by creating safer streets and a complete network of pedestrian and trail connections.



# Nibley Elementary Survey

Parents of Nibley Elementary students were surveyed in November 2023. A total of 103 surveys were submitted. The survey asked parents to identify projects and programs that would encourage kids to walk or bike to school safely. Additionally, a third-grade class reported their

## Q: What is your child's primary mode of transportation to school?



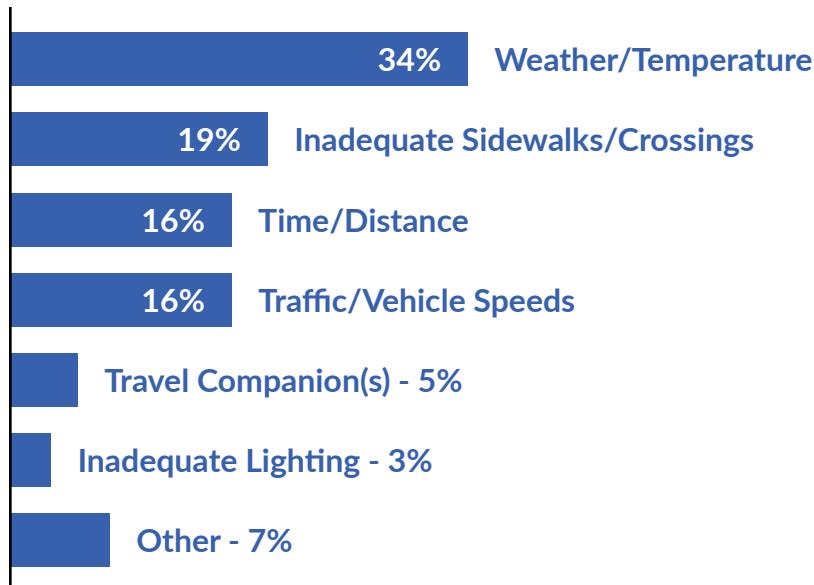
mode of travel to school between October and December 2023. This information was compared to weather data and there doesn't appear to be a strong correlation between weather and mode share.

## MODE SHARE BY DISTANCE



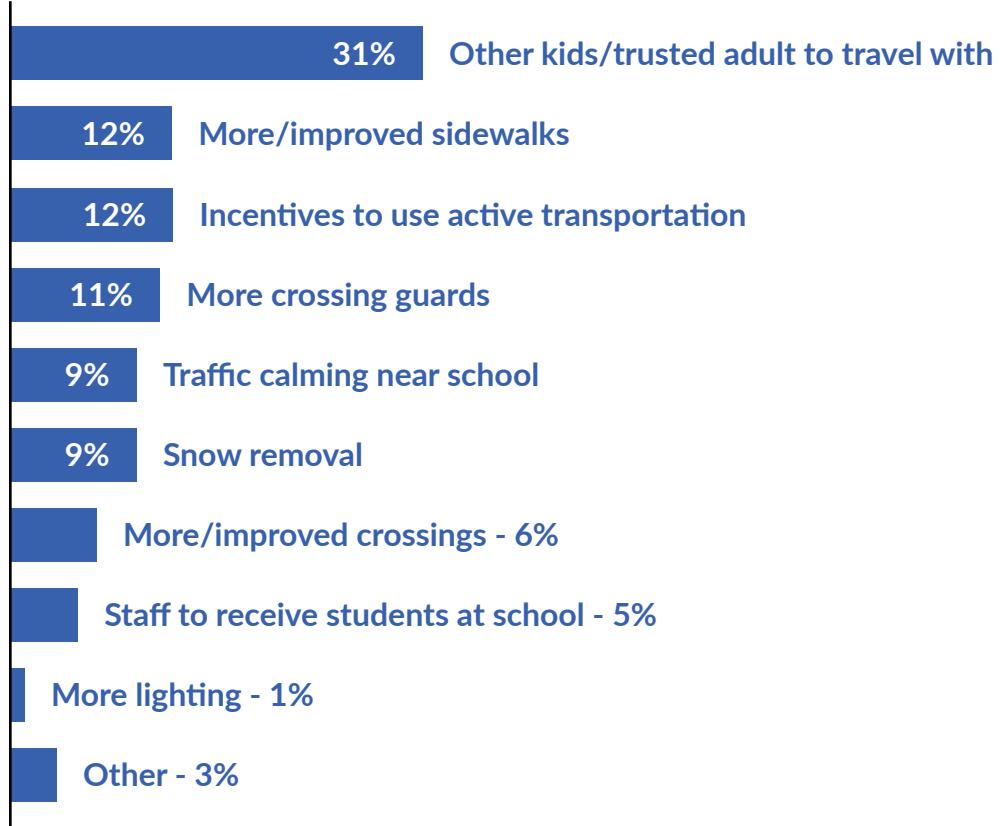
## Q: What prevents your child from using active transportation to get to school?

Participants were able to select multiple options in this question.



## Q: What would encourage your child to use active transportation to get to school?

Participants were able to select their top three options in this question.



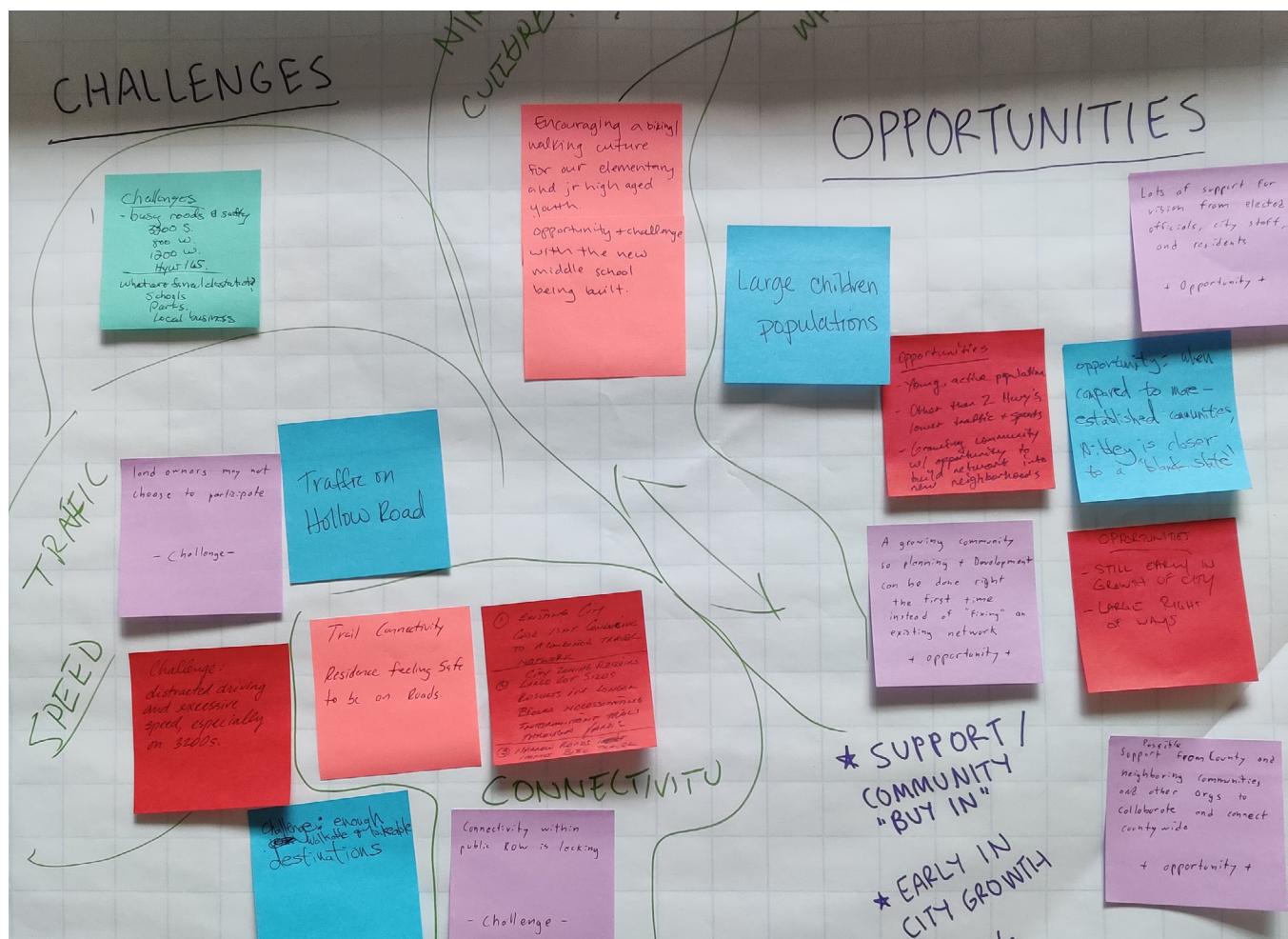
Nibley Elementary School. Photo Credit: Cache County School District.

# Web Map Results

There was an online interactive web map where participants could annotate trouble spots, mark destinations, and suggest new routes. In total, **146 individual responses** were collected.

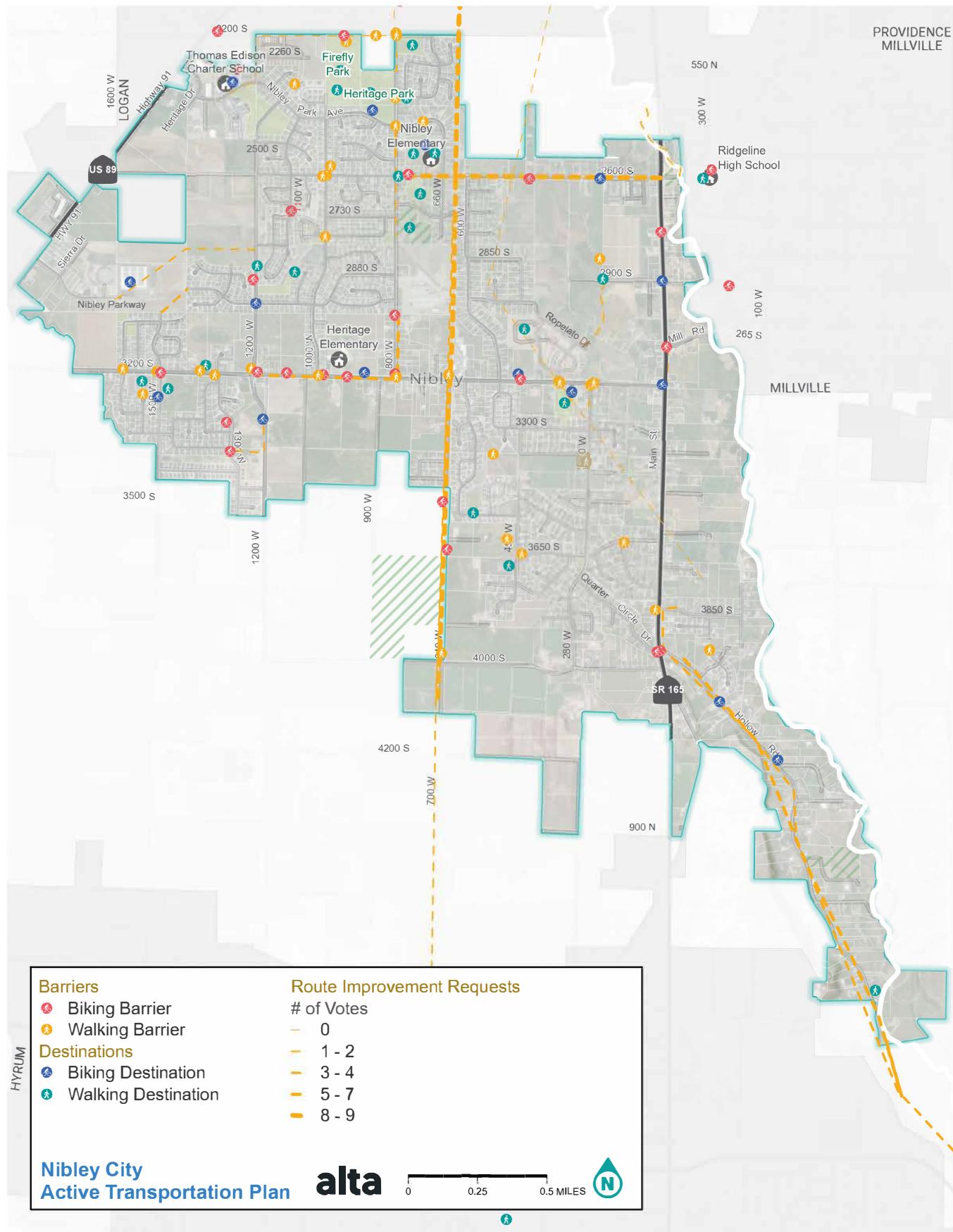
Many participants noted walking and biking barriers along arterials, such as 3200 South. Parks and schools were popular destinations for both walking and biking. The public suggested more cross-city routes including a north-south route near 700 West and an east-west route along 2600 South. Lastly, the public requested a route along Hollow Road.

**Figure 3-3. Web Map Results Summary.**



*Engagement on challenges and opportunities.*

### Map 3-1. Web Map Results



04

## Recommendations

# Needs & Themes

In order to ensure the plan reflects the needs of the community and the context of the city, it is important to explore themes that arose from public outreach, existing conditions, and previous planning documents. These themes guide the recommendations described in this chapter.

## SAFETY FOR VULNERABLE ROADWAY USERS

Unsafe driving behaviors such as speeding, driver inattention, intoxication and aggressive driving are the top concern for residents. The absence of safe crossings is also a major deterrent to active transportation. Traffic calming treatments and high-visibility crosswalks can make streets a safer place for all users.

## RECREATION

Survey participants indicated that active transportation is important to them for both recreation and transportation. In fact, according to the survey, people walk and bike around the city quite regularly. The top motivations for walking

and biking were to stay active, improve health and fitness, spending time outdoors and simply for pleasure. Nibley prides itself on its parks and trails and people want to connect to such destinations easily and safely.

## UNCOMFORTABLE & INCOMPLETE INFRASTRUCTURE

It is clear from the public engagement results that the existing active transportation infrastructure is largely missing or inadequate. The public was very supportive of adding more off-street and/or separated bikeways, especially along high speed roads. Maintaining and upgrading the existing infrastructure is also key to promoting walking and biking comfortably and safely. The public noted issues such as uneven pavement and overgrown vegetation as deterrents to walking and biking which can also be a safety issue. Improvements to the active transportation network can further enable residents to enjoy and explore Nibley and neighboring communities.



Residents biking along a proposed Neighborhood Byway.

# Proposed Recommendations

## SEPARATED BIKE LANES

EXISTING: 0.0 MI. | PLANNED: 1.6 MI.



**Separated Bike Lanes** provide exclusive space for bicyclists with a buffer between traffic and the bike lane. With a separated facility, vertical protection is added to prevent vehicles from entering the bike lane. They can be at road level with the buffer raised or at sidewalk level with visual or slight raised/lowered separation between the sidewalk and bike lane. These are typically a higher cost intervention.

## BUFFERED BIKE LANES

EXISTING: 0.0 MI. | PLANNED: 19.3 MI.



**Buffered Bike Lanes** provide exclusive space for bicyclists with an additional painted buffer zone to create space between the bike lane and vehicles. These lanes can be implemented when reconfiguring a roadway using striping.

## BIKE LANES

EXISTING: 2.0 MI. | PLANNED: 7.6 MI.



**Bike Lanes** provide an exclusive space for bicyclists, but do not provide any additional buffer space. These lanes can also be implemented when reconfiguring a roadway using striping, but should only be considered for low volume streets.

## NEIGHBORHOOD BYWAYS

EXISTING: 0.0 MI. | PLANNED: 10.7 MI.



**Neighborhood Byways** are low volume and low speed neighborhood streets that provide comfortable alternatives to busier roadways. They create safe routes that are also effective in the continuation of a strong active transportation network. Minimal physical infrastructure is needed to create a byway. Elements may include shared lane markings (sharrows), signage, and traffic-calming elements to keep vehicle speeds in check.

## PAVED PATHS

EXISTING: 6.0 MI. | PLANNED: 38.2 MI.



**Paved Paths** provide a travel area separate from vehicles for all types of non-motorized users. They can be along a roadway or separated from the street network altogether, such as along a waterway, through a park, etc. These facilities often provide safe, comfortable active transportation and recreation opportunities not provided by the existing road network.

## INTERSECTION IMPROVEMENTS

PLANNED: 15



Geometric intersection improvements improve safety and convenience for active transportation users by shortening crossing distances, calming traffic, and improving visibility.

**Curb Extensions** minimize exposure by shortening crossing distances and give more visibility to both pedestrians and vehicles at crosswalks with a parking lane adjacent to the curb. Width of extensions should be 6-8' next to a parallel parking lane and 15' next to angled parking.

## INTERSECTION IMPROVEMENTS

## (CONTINUED)



**Pedestrian Refuge Islands** are located at the mid-point of a marked crossing. They improve visibility and allow pedestrians to cross one direction of traffic at a time. Islands must be ADA accessible and should be at least 6' wide (to allow a 2' gap between detectable warnings) and at least 20' long (40' minimum preferred). On streets with posted speeds above 25 mph, provide double centerline marking, reflectors, and "KEEP RIGHT" signage on the island.

## MID-BLOCK CROSSING

## PLANNED: 4



**Mid-Block Crossings** should be considered at locations with long distances between crossing opportunities, greater than 400', and near destinations with heavy pedestrian traffic. They may include curb extensions, pedestrian refuge islands, marked crosswalks, and pedestrian warning signage assemblies.

## PEDESTRIAN BRIDGE

## PLANNED: 1



**Pedestrian Bridges** allow non-motorized users to safely and comfortably cross major barriers, such as waterways, railroads, or highways.

## BEACON OR SIGNAL

PLANNED: 4

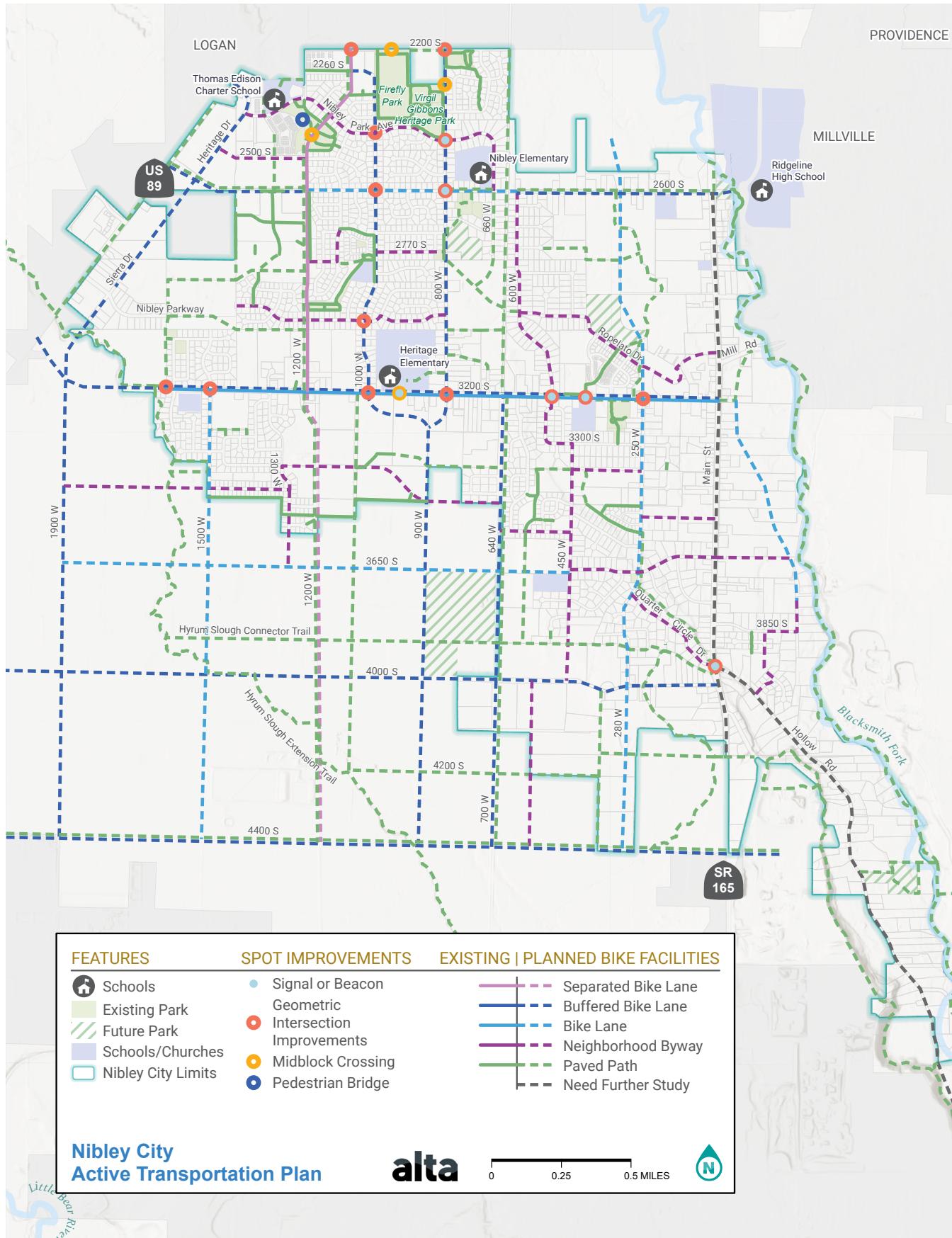
**Rectangular Rapid Flashing Beacons (RRFB)**

are appropriate for two to three lane roads with moderate speeds (25 to 35 mph). Crossings consist of a high visibility crosswalk with flashing beacons mounted to pedestrian warning signage. They are typically push-activated, but can also include passive detectors that recognize pathway users and immediately activate. When possible, a pedestrian refuge island should be included.

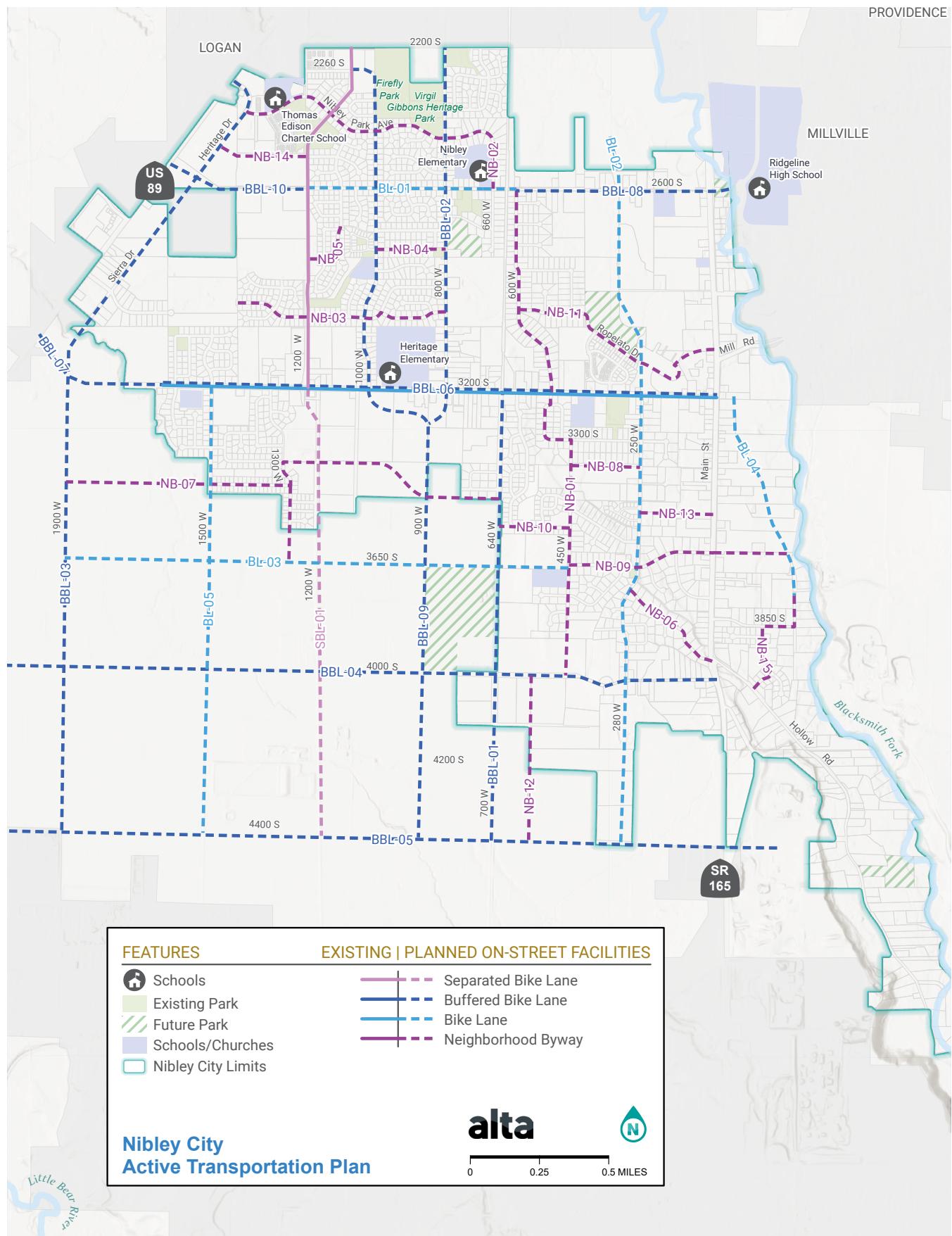


**Pedestrian Hybrid Beacons (PHB)** are appropriate for major streets with high vehicle speeds or areas where a more safe, comfortable crossing is needed, such as near a school. They are typically applied at unsignalized intersections or mid-block crossings with high pedestrian traffic. Crossings consists of a high visibility crosswalk and a signal overhead facing both directions. Signals start solid to allow for users to cross unabated and then blink to allow for vehicles to proceed when there are no users in the crosswalk. They are typically push-activated. When used at intersections, "NO RIGHT TURN" blankout signs may be used to control side-street traffic.

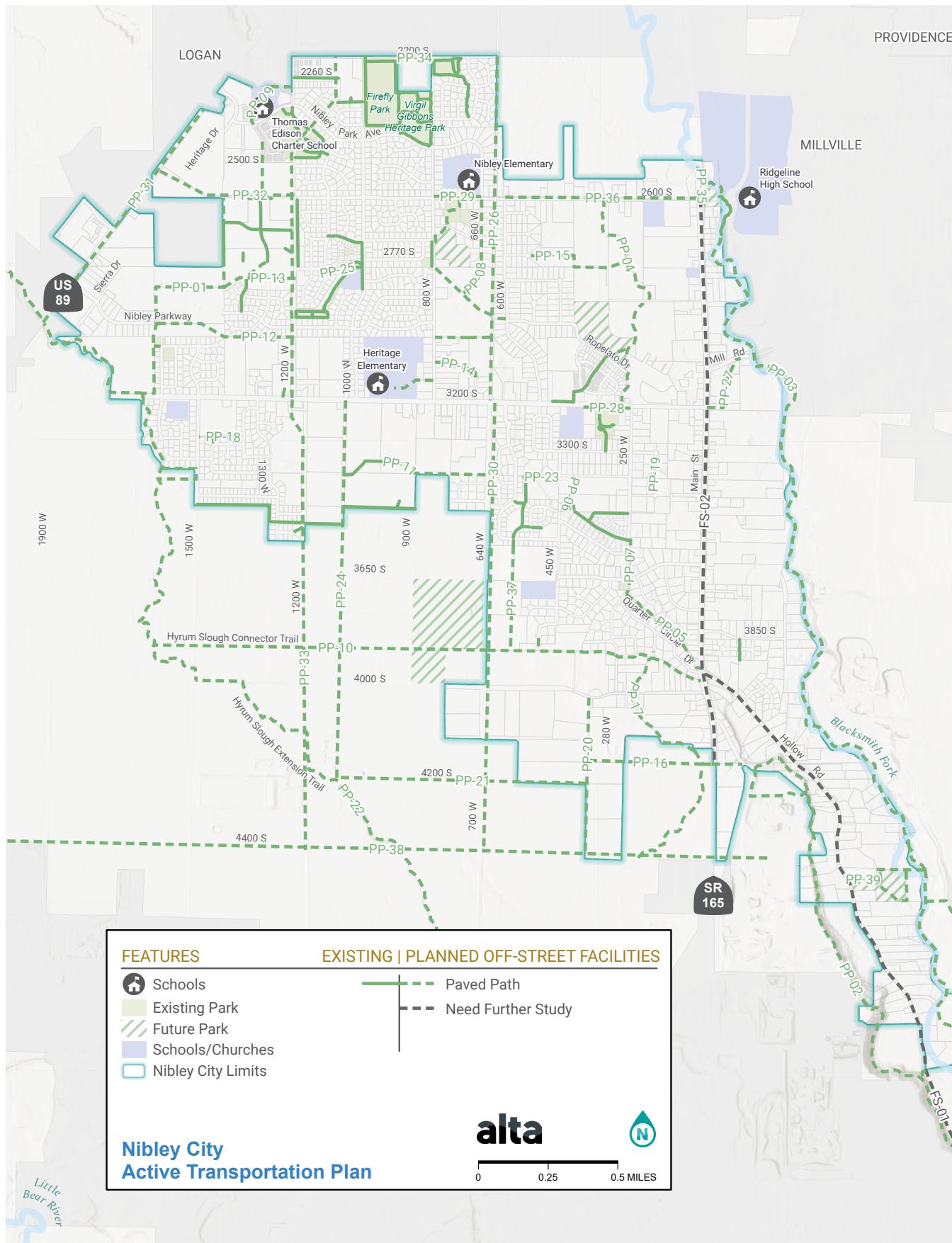
Map 4-1. Proposed Active Transportation Network.



Map 4-2. Proposed On-Street Network.



Map 4-3. Proposed Off-Street Network.



#### **Map 4-4. Proposed Spot Improvements.**

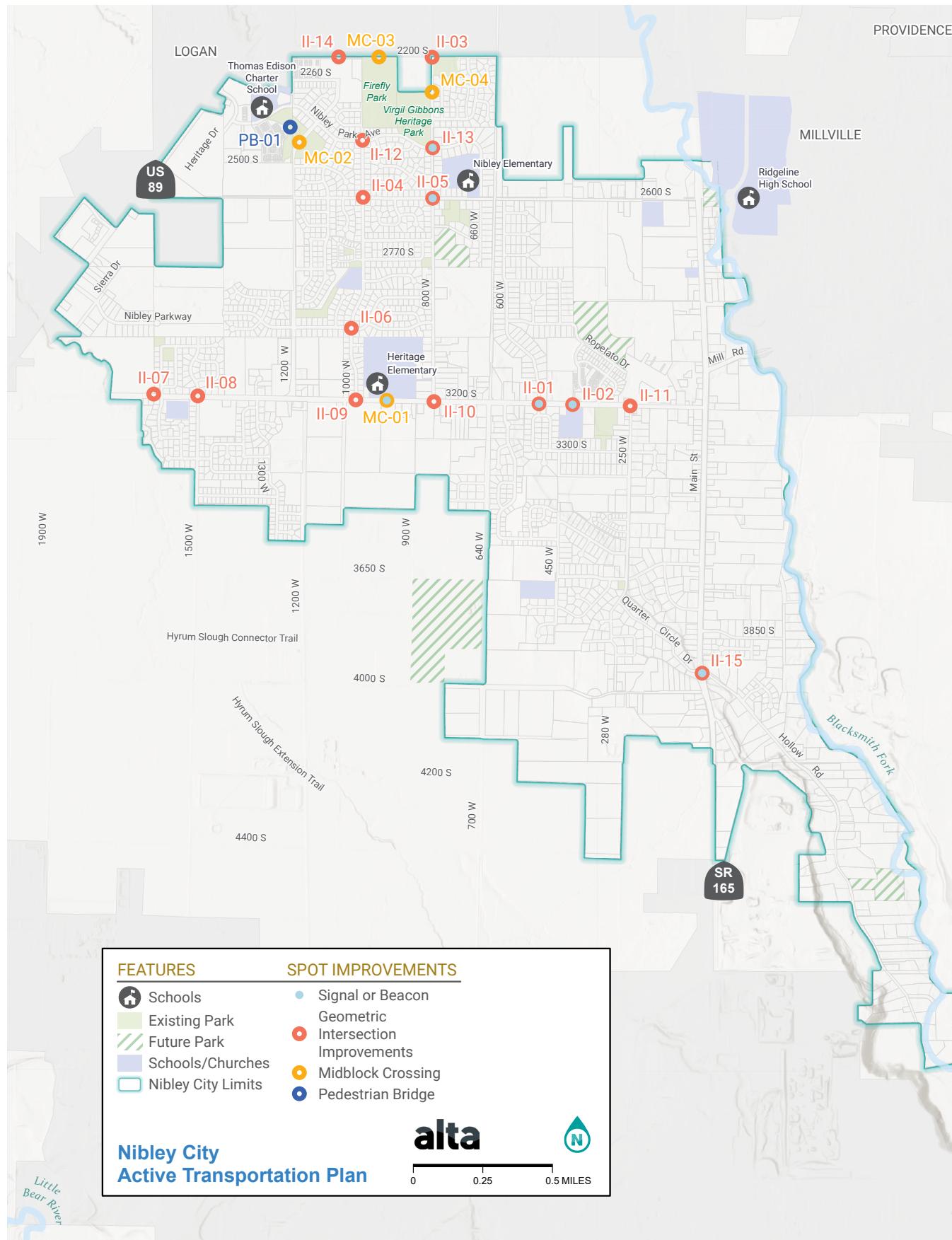


Figure 4-1. Proposed Active Transportation Network Recommendations.

ID	CORRIDOR	FROM	TO	MILES	DEV.*	COST <sup>†</sup>	IMPLEMENTATION
ACTIVE TRANSPORTATION FACILITY RECOMMENDATIONS							
SEPARATED BIKE LANE							
SBL-01	1200 W	3200 S	4400 S	1.63	Yes	\$449,000	Continue separated bike lane south
BUFFERED BIKE LANE							
BBL-01	640 W	3200 S	4400 S	1.63	Yes	\$127,000	Restrict parking on one or both sides; implement with development
BBL-02	800 W	2200 S	1000 W	1.39	No	\$108,000	Implement with widening/curb and gutter
BBL-03	Sierra Dr/1900 W	US-89	4400 S	2.90	Yes	\$226,000	Implement with future roadway
BBL-04	4000 S	US-89	Main St	3.26	Yes	\$254,000	Implement with development and future roadway
BBL-05	4400 S	4300 S	100 E	3.29	Yes	\$256,000	Implement with future roadway improvements
BBL-06	3200 S	1600 W	Main St	2.00	No	\$156,000	Implement with repaving; buffers may not be possible along the entire corridor
BBL-07	3200 S	US-89	1600 W	0.53	Yes	\$41,000	Implement with adjacent development
BBL-08	2600 S	600 W	Blacksmith Fork Trail	0.77	Yes	\$60,000	Implement with repaving
BBL-09	1000 W	2350 S	4400 S	2.85	Yes	\$222,000	Restrict parking on one or both sides; implement with development
BBL-10	2600 S	US-89	1200 W	0.56	Yes	\$43,000	Implement with adjacent development
BIKE LANE							
BL-01	2600 S	1200 W	600 W	0.76	No	\$51,000	Restrict parking on one or both sides to implement
BL-02	250 W	3200 S	4400 S	1.63	Yes	\$109,000	Restrict parking on one or both sides; implement with future roadway
BL-03	3650 S	Sierra Dr	450 W	1.82	Yes	\$122,000	Implement with future roadway
BL-04	250 E	3200 S	250 E	0.77	Yes	\$52,000	Implement with future roadway
BL-05	1500 W	3200 S	4400 S	1.62	Yes	\$109,000	Restrict parking on one or both sides to implement; coordinate with development
NEIGHBORHOOD BYWAY							
NB-01	600 W	2600 S	4000 S	1.90	No	\$334,000	Implement shared lane markings, wayfinding, and traffic calming
NB-02	Nibley Park Ave	Heritage Dr	2600 S	1.16	No	\$203,000	Implement shared lane markings, wayfinding, and traffic calming
NB-03	2980 S	Malouf Foundation	800 W	0.79	No	\$139,000	Implement shared lane markings, wayfinding, and traffic calming
NB-04	2770 S	1000 W	800 W	0.25	No	\$44,000	Implement shared lane markings and wayfinding; connect to existing trails on church property and Hyrum Slough Trail
NB-05	2800 S	1200 W	2720 S	0.23	No	\$40,000	Implement shared lane markings and wayfinding; connect to existing Hyrum Slough Trail

ID	CORRIDOR	FROM	TO	MILES	DEV.*	COST <sup>†</sup>	IMPLEMENTATION
ACTIVE TRANSPORTATION FACILITY RECOMMENDATIONS (CONTINUED)							
NEIGHBORHOOD BYWAY (CONTINUED)							
NB-06	Quarter Circle Dr	280 W	Main St	0.41	No	\$72,000	Implement shared lane markings and wayfinding; connect to potential crossing of SR-165 to Hollow Road
NB-07	3410 S	1500 W	640 W	2.01	Yes	\$352,000	Implement shared lane markings and wayfinding with future roadway
NB-08	3400 S	450 W	250 W	0.25	Yes	\$44,000	Implement shared lane markings and wayfinding
NB-09	3650 S	450 W	250 E	0.80	Yes	\$141,000	Implement shared lane markings and wayfinding
NB-10	3600 S	640 W	450 W	0.26	No	\$45,000	Implement shared lane markings and wayfinding
NB-11	Ropelato Dr	600 W	Main St	0.89	Yes	\$156,000	Implement shared lane markings and wayfinding
NB-12	600 W	4000 S	4400 S	0.60	Yes	\$104,000	Implement shared lane markings, wayfinding, and traffic calming
NB-13	3400 S	250 W	Main St	0.27	Yes	\$47,000	Implement shared lane markings and wayfinding with future roadway
NB-14	2500 S	Heritage Dr	1200 W	0.32	Yes	\$56,000	Implement shared lane markings and wayfinding with future roadway
NB-15	Quarter Circle Dr	250 E	Main St	0.51	No	\$89,000	Implement shared lane markings and wayfinding with future roadway
PAVED PATH							
PP-01	Hyrum Slough Connector Trail	3200 S	2600 S	1.00	Yes	\$1,097,000	Implement as standalone project
PP-02	Ridgeline Trail	Johnson Rd	Blacksmith Fork Canyon	2.53	Yes	\$2,766,000	Implement as standalone project
PP-03	Blacksmith Fork Trail	Main St	1000 E	5.25	Yes	\$5,735,000	Develop along east-side of Blacksmith Fork; will require significant acquisition
PP-04	City Center Trail	2600 S	3200 S	0.95	Yes	\$1,033,000	Implement with development
PP-05	City Center Trail	280 W	Main St	0.42	No	\$458,000	Implement as standalone project in coordination with canal company
PP-06	City Center Trail	3400 S	3515 S	0.13	Yes	\$142,000	Implement with development
PP-07	City Center Trail	3515 S	Quarter Circle Dr	0.21	No	\$225,000	Implement with development
PP-08	Elkhorn Park	2600 S	800 W	0.86	No	\$940,000	Connect Nibley Elementary through Elkhorn Park and Morgan Farm
PP-09	Thomas Edison School	2600 S	1200 W	0.45	Yes	\$489,000	Connect through school property

ID	CORRIDOR	FROM	TO	MILES	DEV.*	COST <sup>†</sup>	IMPLEMENTATION
ACTIVE TRANSPORTATION FACILITY RECOMMENDATIONS (CONTINUED)							
PAVED PATH (CONTINUED)							
PP-10	3940 S	Hyrum Slough Connector Trail	Main St	2.05	Yes	\$2,239,000	Implement with development
PP-11	3400 S	900 W	640 W	0.39	Yes	\$423,000	Implement with development
PP-12	Nibley Parkway	Hyrum Slough Connector Trail	1200 W	0.53	Yes	\$581,000	Connect 1600 W to proposed Hyrum Slough Trail
PP-13	2800 S	Hyrum Slough Connector Trail	1200 W	0.40	Yes	\$438,000	Connect 1200 W to proposed Hyrum Slough Trail
PP-14	Heritage School	Heritage School	Railroad	0.71	Yes	\$778,000	Implement with development
PP-15	2775 S	2775 S	City Center Trail	0.36	Yes	\$394,000	Implement with development; will require right-of-way acquisition
PP-16	4150 S	300 S	Johnson Rd	0.55	Yes	\$605,000	Implement with development
PP-17	Stream	3490 S	4400 S	1.06	Yes	\$1,155,000	Implement with development
PP-18	3300 S	1500 W	3310 S	0.17	Yes	\$188,000	Implement with development
PP-19	180 W	3300 S	3450 S	0.04	No	\$39,000	Implement with development
PP-20	300 W	4000 S	4400 S	0.57	Yes	\$622,000	Implement with development
PP-21	4200 S	1100 W	300 S	0.90	Yes	\$979,000	Implement with development
PP-22	Hyrum Slough Extension Trail	US-89	4800 S	4.73	Yes	\$5,166,000	Implement with development
PP-23	3400 S	600 W	450 W	0.13	Yes	\$140,000	Implement with development
PP-24	1100 W	3200 S	4200 S	1.37	Yes	\$1,494,000	Implement with development
PP-25	2800 S	1100 W	1000 W	0.09	No	\$97,000	Connect Neighborhood Byway to the Hyrum Slough Trail
PP-26	Railroad	2200 S	3200 S	1.29	Yes	\$1,404,000	Connect 600 W to proposed Rail Trail
PP-27	3200 S	Main St	Mill Rd	0.26	Yes	\$280,000	Implement with development
PP-28	3200 S/ Anhder Park	360 W	250 W	0.17	No	\$185,000	Connect Ahnder Park Trail to City Center Trail
PP-29	2600 S	800 W	Gibson Ln	0.17	No	\$185,000	Replace and widen existing sidewalk
PP-30	640 W	3200 S	4400 S	1.61	Yes	\$1,761,000	Implement with development
PP-31	US-91	Hyrum Slough Extension Trail	Sierra Dr	0.96	Yes	\$1,044,000	Implement with development

ID	CORRIDOR	FROM	TO	MILES	DEV.*	COST <sup>+</sup>	IMPLEMENTATION						
ACTIVE TRANSPORTATION FACILITY RECOMMENDATIONS (CONTINUED)													
PAVED PATH (CONTINUED)													
PP-32	2600 S	US-91	1200 W	0.51	Yes	\$559,000	Implement with development						
PP-33	1200 W	2200 S	4400 S	2.91	Yes	\$3,181,000	Implement with development						
PP-34	2200 S	Firefly Park	Clear Creek Park	0.12	Yes	\$136,000	Implement with development						
PP-35	SR-165	Blacksmith Fork Trail	2600 S	0.09	No	\$103,000	Part of Blacksmith Fork Trail						
PP-36	2600 S	600 W	SR-165	0.70	Yes	\$765,000	Implement as standalone project						
PP-37	600 W	3600 S	3940 S	0.38	Yes	\$410,000	Implement with development						
PP-38	4400 S	4300 S	100 E	3.29	Yes	\$3,590,000	Implement with development						
PP-39	Paved Path	Hollow Rd	Future Park	0.11	No	\$121,000	Implement with development						
NEEDS FURTHER STUDY													
FS-01	Hollow Road	Main St	Blacksmith Fork Canyon	2.58	No	-	Refer to Chapter 05. Implementation for more information						
FS-02	Main St	2600 S	4150 S	2.03	No	-	Refer to Chapter 05. Implementation for more information						
ID	STREETS		DEV.*	COST <sup>+</sup>		IMPLEMENTATION							
SPOT RECOMMENDATIONS													
GEOMETRIC INTERSECTION IMPROVEMENTS													
II-01	3200 S & Elkhorn Ranch Rd		No	\$90,000	Curb extensions								
II-02	3200 S & Anhder Park		No	\$90,000	Curb extensions								
II-03	2200 S & 800 W		Yes	\$90,000	Curb extensions								
II-04	2600 S & 1000 W		No	\$90,000	Curb extensions								
II-05	2600 S & 800 W		No	\$90,000	Curb extensions								
II-06	2980 S & 1000 W		No	\$90,000	Curb extensions								
II-07	3200 S & 1600 W		Yes	\$90,000	Curb extensions								
II-08	3200 S & 1500 W		Yes	\$90,000	Curb extensions								
II-09	3200 S & 1000 W		Yes	\$90,000	Curb extensions								
II-10	3200 S & 800 W		No	\$90,000	Curb extensions								
II-11	3200 S & 250 W		Yes	\$90,000	Curb extensions								
II-12	Nibley Park Ave & 1000 W		No	\$90,000	Curb extensions								
II-13	Nibley Park Ave & 800 W		No	\$90,000	Curb extensions								
II-14	2200 S & 1000 W		Yes	\$90,000	Curb extensions								
II-15	Main St & Quarter Circle Dr		No	\$90,000	Curb extensions								

ID	STREETS	DEV.*	COST <sup>†</sup>	IMPLEMENTATION		
SPOT RECOMMENDATIONS (CONTINUED)						
MIDBLOCK CROSSING						
MC-01	3200 S & Heritage Elementary	Yes	\$15,000	In conjunction with pedestrian hybrid beacon		
MC-02	1200 W & Sunrise Park	No	\$15,000	Connect Sunrise Park across 1200 W		
MC-03	2200 S & Firefly Park	No	\$15,000	Connect Firefly Park across 2200 S		
MC-04	800 W & Heritage Park	Yes	\$15,000	Connect Heritage Park across 800 W		
PEDESTRIAN BRIDGE						
PB-01	Discovery Park	No	\$75,000	Over wetlands to connect multi-family development		
SIGNAL OR BEACON						
SB-01	3200 S & Heritage Elementary	No	\$250,000	Pedestrian hybrid beacon to connect to Heritage Elementary		
SB-02	3200 S & 500 W	No	\$55,000	Rectangular rapid flashing beacon and curb extensions for neighborhood byway crossing at 500 W and 3200 S		
SB-03	3200 S & City Center Trail	No	\$55,000	Rectangular rapid flashing beacon to connect City Center Trail east of City Hall to south side of 3200 S and Anhder Park		
SB-04	SR-165 & Hollow Road	No	\$250,000	Study potential pedestrian hybrid beacon to cross Hollow Road; coordinate with future SR-165 study		
SB-05	800 W & 2600 S	No	\$55,000	Rectangular rapid flashing beacon		
SB-06	800 W & Nibley Park Ave	No	\$55,000	Rectangular rapid flashing beacon		
ID	CORRIDOR	FROM	TO	MILES	COST <sup>†</sup>	IMPLEMENTATION
SIDEWALK & TRAFFIC CALMING RECOMMENDATIONS						
SIDEWALK RECOMMENDATIONS						
SW-1	3200 S	1200 W	800 W	0.72	\$198,000	
SW-2	660 W	2600 S	2700 S	0.28	\$77,000	
TRAFFIC CALMING RECOMMENDATIONS						
TC-1	800 W	Heritage Park	3200 S	1.11	TBD	Evaluate for landscaped medians and other traffic calming improvements
TC-2	1200 W	3200 S	3600 S	0.49	TBD	Evaluate for landscaped medians and other traffic calming improvements
TC-3	3200 S	US-89/91	Main St	2.14	TBD	Evaluate for landscaped medians and other traffic calming improvements

<sup>†</sup>Development Coordination; A measure of whether the project could be implemented along with future adjacent development.

\*Cost estimates give planning-level estimates for each facility type in the proposed network. The estimates are derived from industry standards and labor and material costs from similar projects in Utah and the United States. They do not include costs related to inflation, permitting, environmental impacts, engineering, design, bidding services, mobilization, traffic control, land acquisition, or any other contingencies. Additionally, costs may vary based on traffic calming, crossing infrastructure, and other considerations for various facilities, especially Neighborhood Byways.

## TRAFFIC CALMING & SIDEWALKS

The public engagement has indicated excessive speeding is a problem for several streets, including 800 West, 1200 West, and 3200 South. 800 West is classified as a collector, while 1200 West and 3200 South are minor arterials. Long stretches of roads without traffic control (3/4 of a mile or more) contributes to this problem. Different corridor classifications, speed limits, and traffic volumes require different traffic calming strategies.

Future studies need be undertaken to understand the extent of speeding problems on these corridors and preferred solutions. One particular consideration from engagement is improvements to ensure safe left-hand turns for cyclists on priority streets. **Figure 4-2** gives an overview of which traffic calming treatments are likely

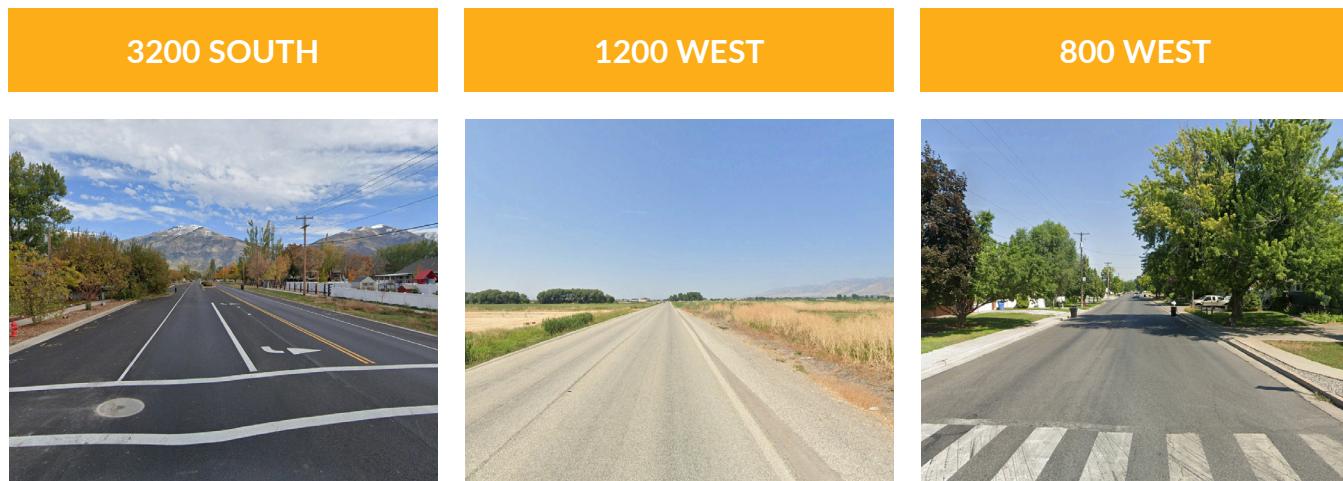


3200 South Roundabout in Nibley. Photo Credit: Utah Real Estate.

appropriate, may be appropriate, and are likely not appropriate. Using these general treatments and feedback from stakeholders, potential traffic calming improvements have been identified for each of the priority corridors in **Figure 4-1**.

In addition to traffic calming, 1200 West and 3200 South have been identified for sidewalk improvements. Traffic calming measures and sidewalk improvements should be done at the same time if feasible.

**Figure 4-2. Potential Traffic Calming Improvements.**



- ◆ Roundabouts
- ◆ Curb Extensions & Chokers
- ◆ Limit Right Turn Lanes

- ◆ Roundabouts
- ◆ Curb Extensions & Chokers
- ◆ Limit Right Turn Lanes

- ◆ Speed Humps, Cushions, & Tables
- ◆ Raised Crosswalks

*\*Horizontal deflection not identified for implementation of bike lanes.*



Street choker. Credit: EBA Engineering.



Speed cushion. Credit: Dallas Morning News.

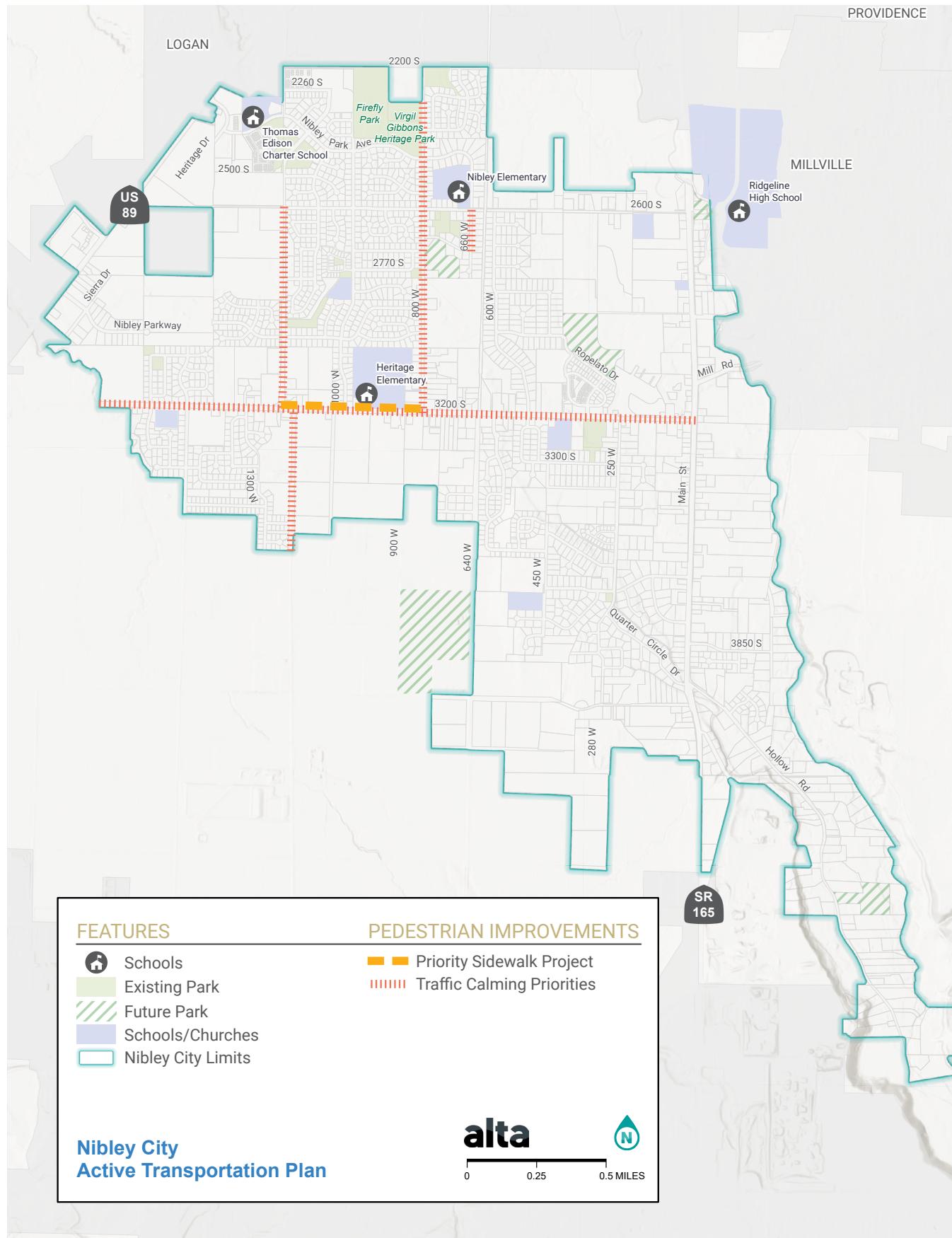


Raised crosswalk.

Figure 4-3. Traffic Calming Improvements for Various Street Classifications.

	ARTERIAL	COLLECTOR	LOCAL	EMERGENCY ACCESS	TRANSIT ROUTE
HORIZONTAL DEFLECTION					
Lateral Shift					
Chicane					
Realigned Intersection					
Traffic Circle					
Mini-Roundabout					
Roundabout					
VERTICAL DEFLECTION					
Speed Hump					
Speed Cushion					
Speed Table					
Offset Speed Table					
Raised Crosswalk					
Raised Intersection					
STREET WIDTH REDUCTION					
Corner Extension					
Choker					
Median Island					
On-Street Parking					
Road Diet					
ROUTING RESTRICTION					
Diagonal Diverter					
Full Closure					
Half Closure					
Median Barrier					
Forced Turn Island					
May Be Appropriate		Could Be Appropriate		Likely Not Appropriate	

#### **Map 4-5. Proposed Traffic Calming and Sidewalk Projects**



# Policy & Program Recommendations

In addition to infrastructure recommendations, residents would benefit from policies and programs to support active transportation. These strategies will guide future development of a connected, convenient active transportation system and will formalize ways the City can respond to issues, such as speeding or aggressive driving.

## TRANSPORTATION MASTER PLAN ALIGNMENT

The active transportation network map on page 55 in the *Nibley Transportation Master Plan (Figure 20)* should be swapped or updated with the proposed active transportation network (**Map 4.1**) in this plan.

## PARKING IN BIKE LANES

Community feedback identified a need to revise Nibley ordinance to clarify the illegality of parking motor vehicles in designated bicycle lanes. Enforcement of the ordinance would then help prevent this safety concern that has deterred many cyclists in the city. The ordinance should make exceptions for school buses and transit when picking up or dropping off passengers. It should also include language that motor vehicles, when making a right-hand turn, should yield the right-of-way to cyclists within bike lanes that are close enough to constitute an immediate hazard.

## TRAFFIC CALMING PROGRAM

According to community feedback, not all Nibley residents feel safe walking or biking around their neighborhoods. The City can effectively address speeding and reduce cut-through traffic on neighborhood streets by implementing a traffic calming program.

The example process below responds to community needs while integrating technical expertise:

- 1. Application:** A resident submits a traffic calming application to the City.
- 2. Screening:** The City reviews to determine improvements that might address safety concerns.
- 3. Scoring:** The City prioritizes applications received within that cycle.
- 4. Outreach:** The City gathers public input on prioritization and any other areas appropriate for traffic calming.
- 5. Identification:** Using input, the City gives a final score to projects with an estimated timeline. The City should keep in mind eligible funding sources and prioritize projects based on ability to secure funding.
- 6. Feedback:** The City shares recommended projects. Those without community support should be removed from list.
- 7. Implementation:** The City implements projects in order of priority and funding available. Projects should take advantage of any roadway development/reconfiguration and/or adjacent private development.

# BIKE PARKING REQUIREMENTS

Bicyclists need a safe and convenient place to secure their bicycles when they reach their destination. Lack of available bike parking can limit the number of non-recreational bike trips if riders cannot count on a place to securely lock their bike.

Nibley currently does not have bike parking requirements for existing or future developments. An update to the development code should set a baseline for bike parking to meet current demand and be flexible to meet future mode share goals.

## Rack Placement

Residents would benefit from more short-term bicycle parking facilities which serve quick trips (no longer than two hours), such as errands and quick activities. To maximize the use of short-term bike racks, they should be:

- ◆ Placed in a convenient and accessible location within 50 feet of destination.
- ◆ Located in a high-trafficked area.

- ◆ At least two feet from the curb to avoid being struck by swinging doors from parked cars.
- ◆ Installed under a roof, when possible, to protect bicycles from weather.
- ◆ Installed with four feet between each rack and six feet from adjacent structures.

## Rack Type

There are many different styles of bike racks available. Certain styles are more accessible and functional than others. In general, bike racks should:

- ◆ Be intuitive for all users.
- ◆ Support the weight of the bike without putting pressure on the wheels.
- ◆ Accommodate a variety of bikes and other micromobility options, such as electric scooters.
- ◆ Allow cyclist to lock both the frame and one wheel with a standard U-lock.



*Inverted U racks with proper spacing.*

## Rack Standards

Each land use and activity require a different number of rack spaces. In general, all new facilities should require two spaces at minimum. **Figure 4-4.** provides guidance on number of spaces based on size and occupancy rate. For more detailed guidance on establishing bike parking requirements and standards, see the *Association of Pedestrian & Bicycle Professionals Bicycle Parking Guidelines (2nd Edition)*.

*Racks can be a branding opportunity as long as they are functional.*



**Figure 4-4. Suggested Bicycle Parking Requirements per Activity.**

ACTIVITY	REQUIREMENT
<b>CULTURAL</b>	
Non-Assembly	1 space per 10,000 square feet of floor area
Assembly	Spaces for 2% of maximum expected daily attendance
Hospital/Clinic	1 space per 20,000 square feet of floor area
<b>EDUCATION</b>	
Elementary School	1 space per 20 students of planned capacity
Junior and High School	1 space per 20 students of planned capacity
<b>COMMERCIAL</b>	
Retail	1 space per 2,000 square feet of floor area
Office	1 space per 20,000 square feet of floor area
Auto-Related	1 space per 20,000 square feet of floor area
Off-Street Parking Lots	Minimum of 6 spaces or 1 space per 20 auto spaces

## STREET CONNECTIVITY STANDARDS

The simplest aspect of a positive active transportation experience is strong street and path connectivity. Streets form the veins of a community and influence its basic character. A connected network of streets makes active transportation trips more viable and convenient. Street connectivity also provides a variety of benefits to emergency response times, reductions in vehicle miles traveled, improved air quality, and improved access to destinations.

As a fast-growing community with many opportunities to build out, Nibley can construct active transportation facilities alongside its

growing street network. The City should take advantage of any street development, reconfiguration, or resurfacing to implement projects. It should also ensure streets provide a bike-friendly surface. In addition, the City should take advantage of any adjacent private development to implement projects in partnership with developers. The *Utah Street Connectivity Guide* provides cities with context-sensitive guidance to measure and implement street connectivity standards into their local development codes.

## PAVED PATH STANDARDS

Nibley residents are fond of the plethora of outdoor spaces within their city. To fully enjoy these spaces, paved paths must accommodate a variety of uses. These paths serve as valuable connections for pedestrians and cyclists by linking to on-street active transportation facilities.

Many parks have standard five-foot sidewalks to accommodate pedestrians. However, revising the standards to widen paths across the city to ten feet would expand access for cyclists to safely pass other users. Regional trails, such as the Blacksmith Fork Trail along Blacksmith Fork, should be considered for an expanded 12-foot width to accommodate a higher volume of users and safety considerations along the river, like steep banks and dense vegetation. Paved path standards should be adopted into Nibley's development code and/or included in future planning efforts, like an update to the *Nibley Parks, Trails, Recreation & Open Space Master Plan*.

Maintenance is also a crucial consideration to ensure paved paths are operating well for users.

A comprehensive maintenance plan can help City employees control weeds (such as puncturevine or goathead), clear trash, debris, and snow in the winter, and fix potholes, cracks, and bumps.

## EDUCATION PROGRAMS

Pedestrian and cyclist safety and education programs can help active transportation users and motorists alike. Bike to School/Work programs can encourage first time active transportation commuters. More regular opportunities throughout the year are more successful in continuing to motivating users and build their cycling confidence.

Bike Utah's Bike Education and Safety Training (BEST) program is a great example of community programming to provide cycling resources and safety education. This program offers bicycle safety, fix-it clinics, and bike bus programming to schools, as well as bike-friendly driving education to new high school-aged drivers. It also offers bike fix days, resources, and safety education to community groups and residents who rely on cycling.



Community members inventorying bicycling facilities in Nibley.

05

## Implementation

# Further Study Corridors

Corridors identified as **Need Further Study** include Main Street/Route 165 and Hollow Road. These facilities likely need improvements for active transportation users but require further study beyond the scope of this plan. Next steps have been included to guide recommendations and implementation. Designating these routes as unspecified keep them on the map to consider in future plans, but don't factor in to the overall mileage calculated for the proposed network.

## MAIN STREET/ROUTE 165

This corridor serves as a vital north-south corridor for Nibley residents. With a 55 mph speed limit and average daily traffic volumes ranging from 15,000 to 25,000, SR-165 is a challenging road to walk or bike along and across. Signals at 3200 South and 2600 South serve as the only opportunity for pedestrians to safely cross SR-165 with the support of a traffic signal. These locations are nearly three quarters of a mile apart.

In 2024, Cache County was awarded a Technical Planning Assistance grant to develop a *Highway 165 Corridor: Transportation, Access & Land Use Economics Study*. Efforts will identify needed active transportation improvements, such as bikeways and pedestrian crossings, in coordination with adjacent communities and Utah Department of Transportation.

## Next Steps

Collaborate with Cache County on the scope

and execution of the *Highway 165 Corridor: Transportation, Access & Land Use Economics Study* to ensure that Nibley's needs are reflected.

## HOLLOW ROAD

Hollow Road was mentioned numerous times during the public engagement due to speeding concerns and the lack of dedicated sidewalks. The narrow pavement width and rural nature of the road make it a challenging corridor to implement traditional shoulders or sidewalks. One potential solution is advisory shoulders.

Advisory shoulders create usable shoulders for bicyclists or pedestrians on roadways that are otherwise too narrow to accommodate one. The shoulder is delineated by pavement marking and optional pavement color. Motorists may only enter the shoulder when no bicyclists or pedestrians are present and must overtake these users with caution due to potential oncoming traffic.

While the spatial and traffic characteristics of Hollow Road appear to be compatible with advisory shoulders, additional study is needed. In particular, sight lines should be evaluated. The *Small Town and Rural Multimodal Networks Guide* recommends a 450-foot minimum sight passing distance for 25 mph roads. If this cannot be accommodated on certain segments of Hollow Road, a centerline should be striped and traditional paved shoulders should be added through areas with sightline limitations.



Typical advisory shoulder. Photo Credit: Western Transportation Institute.

With that being said, advisory shoulders are still a relatively new treatment type in the United States and performance data has yet to be collected. To install an advisory shoulder, an approved Request to Experiment is recommended as detailed in Paragraph 10 of Section 1B.05 of the *Manual on Uniform Traffic Control Devices*.

## Next Steps

Conduct additional study to verify the appropriateness of advisory shoulders on Hollow Road. File a request to experiment with Federal Highway Administration if they are found suitable.

## RECOMMENDED CROSS SECTIONS

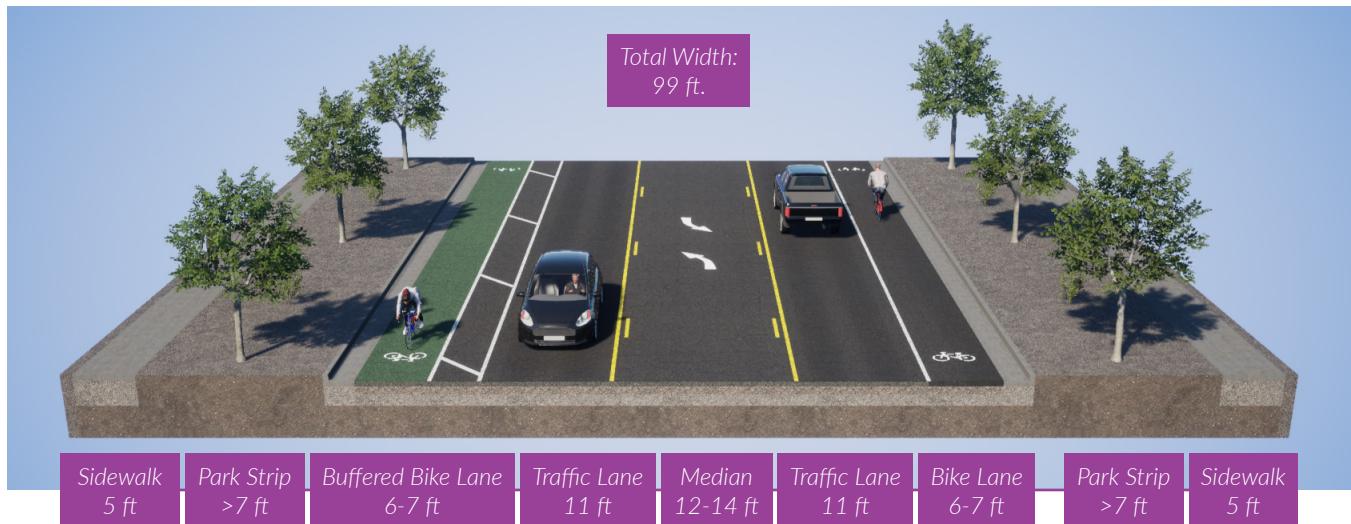
This plan recommends several bikeways and street cross sections which are not available in the *Nibley Transportation Master Plan*. In order to coordinate

the construction of these corridors with future development, these cross-sections should be developed and included in an amendment to the *Transportation Master Plan*.

The following cross sections are conceptual in nature. Specific right-of-way and section widths should be tailored to each corridor. Park strip width can be flexible to accommodate proposed facilities and traffic calming recommendations, if applicable. To accommodate street trees, park strips should be a minimum of six feet. Otherwise, smaller shrubs, bushes, and/or grasses should be used.

Bike lanes should be no wider than seven feet and can be flexible as well, including proposed buffers. Smaller bike lane widths can be used on lower volume, slower speed streets to accommodate recommendations.

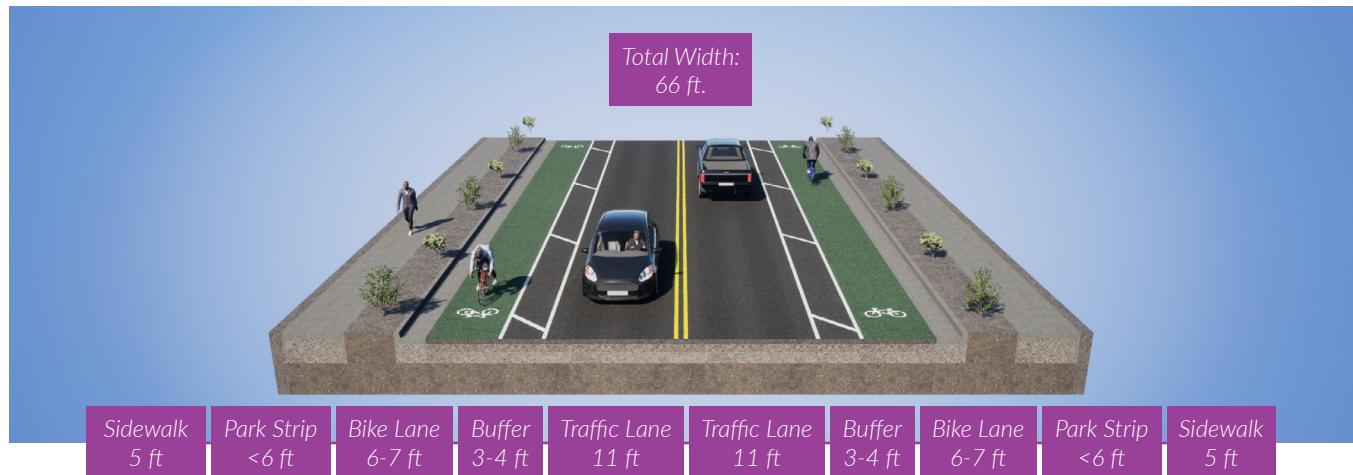
## Arterial; 3-Lane; Bike Lane and Buffered Bike Lane (e.g. 3200 West)



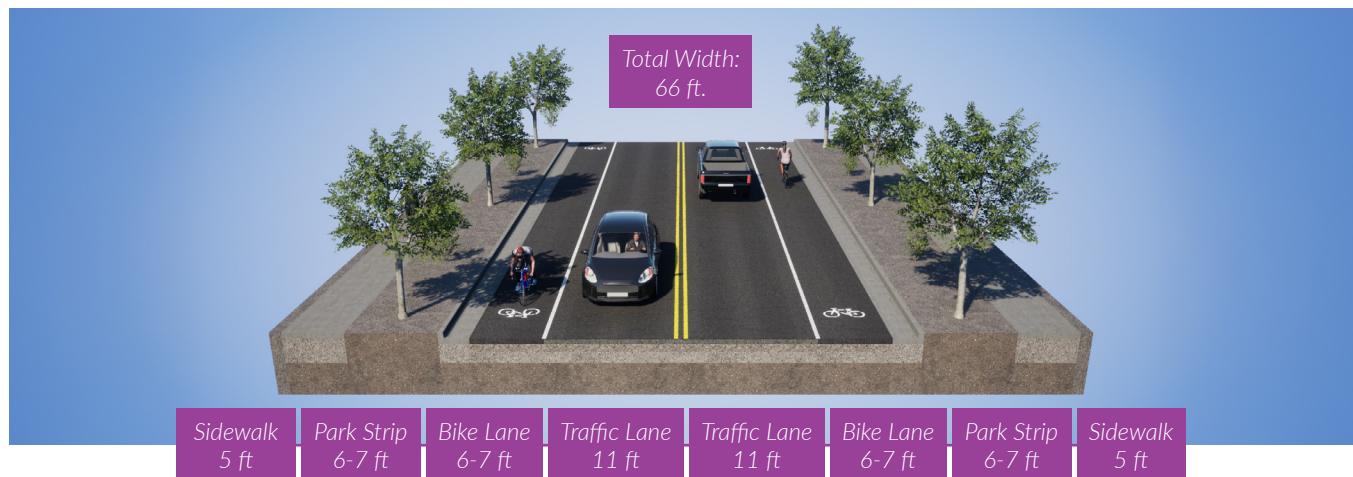
## Arterial; 2-Lane; Separated Bike Lane (e.g. 1200 West)



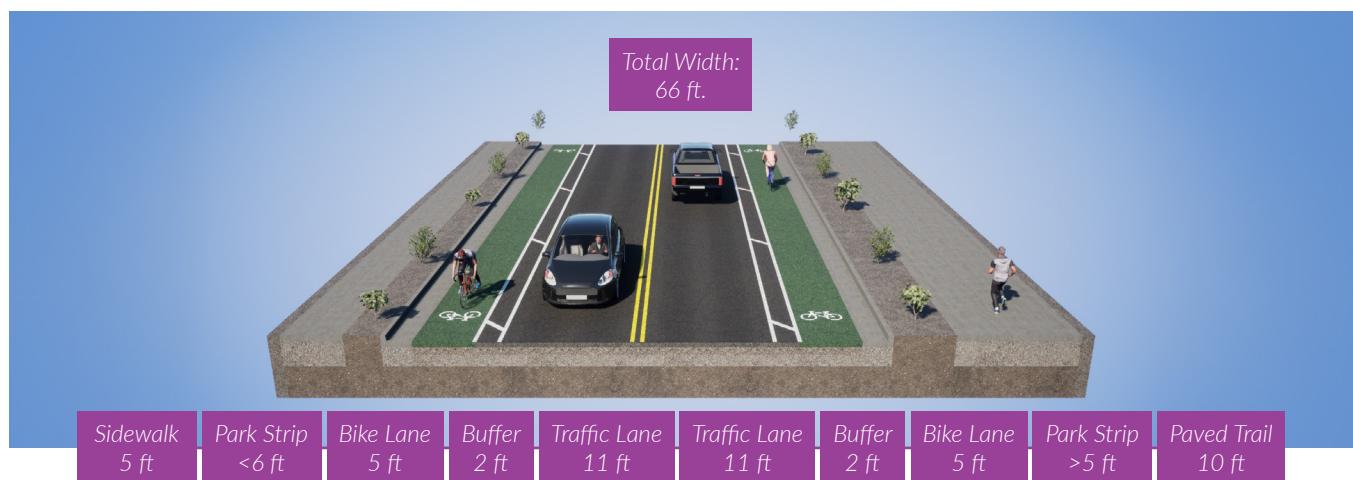
## Collector; 2-Lane; Buffered Bike Lane (e.g. 800 West)



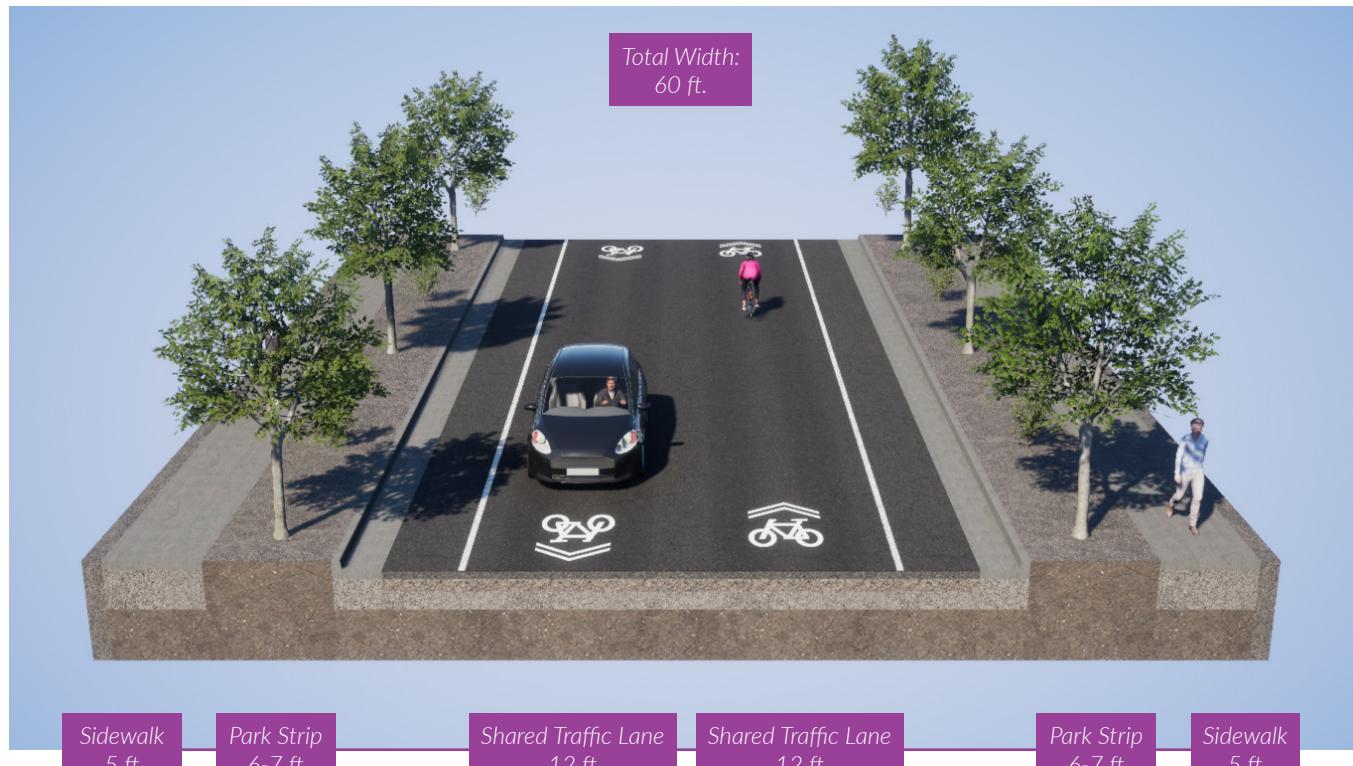
## Collector; 2-Lane; Bike Lane (e.g. 1500 West)



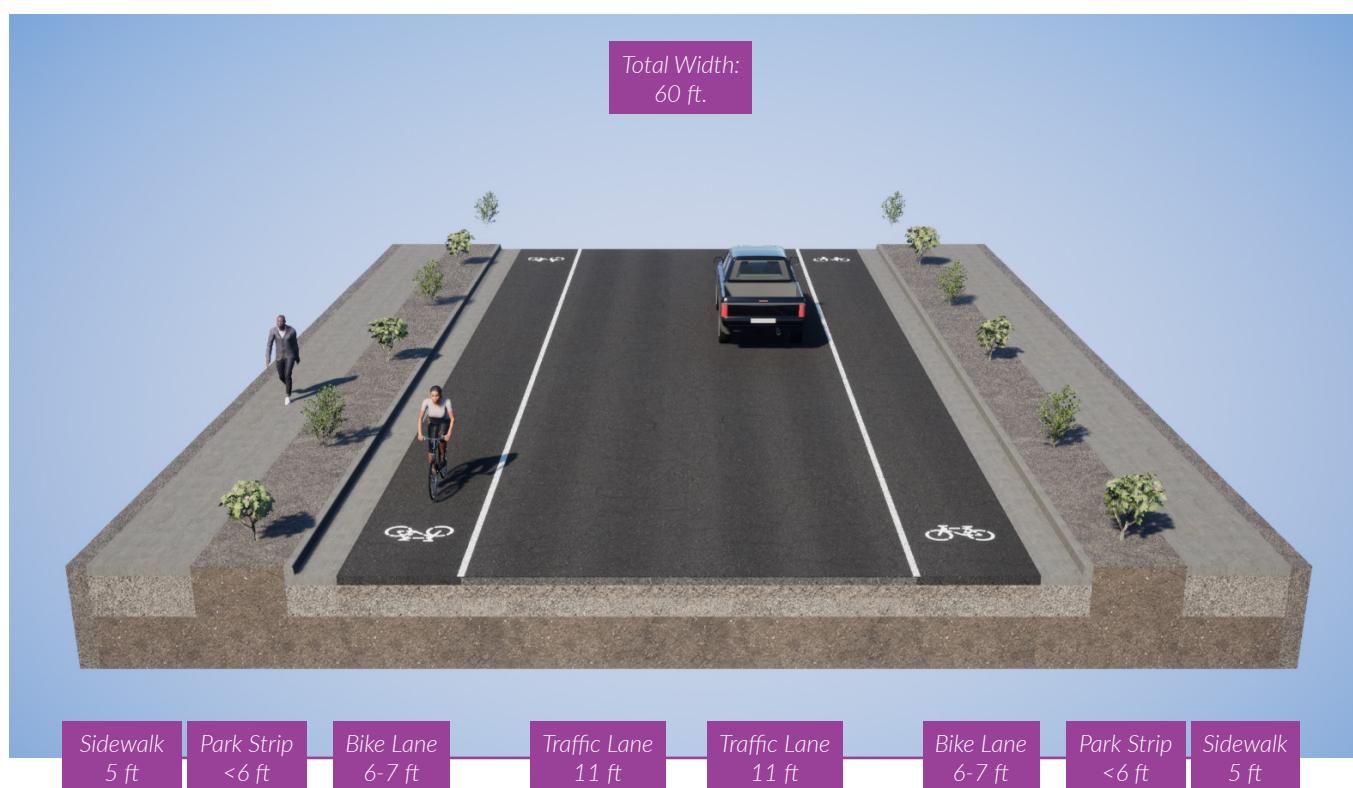
## Collector; 2-Lane; Buffered Bike Lane and Paved Path (e.g. 640 West)



## Local; 2-Lane; Neighborhood Byway (e.g. 450 West)



## Local; 2-Lane; Bike Lane (e.g. 250 East)



# Funding Opportunities

A diverse range of funding sources exists at federal, state, regional, and local levels for Nibley to consider when implementing projects and programs recommended in this plan. **Figure 5-1** provides a summary of many available options.

Remember, most funding is competitive, requiring comprehensive applications. For multi-agency projects, collaborations with other local and regional entities can strengthen proposals.

**Figure 5-1.** Funding opportunities organized by agency level.

Name	Description	Eligible Facilities	Funding	Requirements	Links
<b>FEDERAL</b>					
Active Transportation Infrastructure Investment Program (ATIIP)	Helps communities design and construct safe and connected active transportation networks such as sidewalks, bikeways, and trails that connect destinations such as schools, workplaces, residences, businesses, and recreation within a community or metropolitan region.	Neighborhood Byway, Bike Lane, Buffered Bike Lane, Separated Bike Lane, Paved Path, and Sidewalk	Planning and Design grants must have total costs of at least \$100,000. Construction grants must have at least \$15 million.	20% state or local match but includes exceptions. Local governments eligible.	<a href="https://www.transportation.gov/rural/grant-toolkit/active-transportation-infrastructure-investment-program-atiip">https://www.transportation.gov/rural/grant-toolkit/active-transportation-infrastructure-investment-program-atiip</a>
Carbon Reduction Program (CRP)	Funds for transportation projects that reduce on-road carbon dioxide emission, including bicycle and pedestrian facilities.	Neighborhood Byway, Bike Lane, Buffered Bike Lane, and Separated Bike Lane	~\$7 million available in Utah.	Administered through Cache Metropolitan Planning Organization.	<a href="https://www.transportation.gov/priorities/climate-and-sustainability/carbon-reduction-program">https://www.transportation.gov/priorities/climate-and-sustainability/carbon-reduction-program</a>
Community Development Block Grant (CDBG)	Help communities address critical needs that benefit low- to moderate-income households, including roadway infrastructure.	Any	\$1 million available to Bear River Association of Governments.	Administered through Bear River Association of Governments.	<a href="https://brag.utah.gov/community-development-block-grants/">https://brag.utah.gov/community-development-block-grants/</a>
Congestion Mitigation and Air Quality Improvement Program (CMAQ)	Funds projects in current and former Clean Air Act nonattainment or maintenance areas to improve air quality and reduce congestion, including bicycle and pedestrian facilities and safety improvements.	Any	~\$14 million available in Utah.	20% state and local match. Administered through Cache Metropolitan Planning Organization.	<a href="https://www.fhwa.dot.gov/environment/air_quality/cmaq/">https://www.fhwa.dot.gov/environment/air_quality/cmaq/</a>
Highway Safety Improvement Program (HSIP)	Funds safety projects on all public roads consistent with the Utah Strategic Highway Safety Plan (SHSP), such as crossing improvements and separating pedestrian and bicycling facilities.	Separated Bike Lane, Paved Path, Spot Recommendation, and Traffic Calming	~\$27 million available in Utah.	10% local match. Administered through Utah Department of Transportation.	<a href="https://highways.dot.gov/safety/hsip">https://highways.dot.gov/safety/hsip</a>

NAME	DESCRIPTION	ELIGIBLE FACILITIES	FUNDING	REQUIREMENTS	LINKS
FEDERAL (CONTINUED)					
Land and Water Conservation Fund State-side Grant Program (LWCF)	Funds the acquisition and development of public outdoor recreation areas. Facilities must be protected in perpetuity, typically with a conservation easement.	Paved Path	\$3 million max grant request.	50% local match. Administered through Utah Division of Outdoor Recreation.	<a href="https://recreation.utah.gov/grants/lwcf/">https://recreation.utah.gov/grants/lwcf/</a>
Metropolitan Planning Program (MPP)	Funds for multimodal transportation planning in states, metropolitan, and nonmetropolitan areas, including safety improvements for nonmotorized users and increases in quality of life.	Planning	~\$4 million available in Utah.	20% local or state match. Administered through Cache Metropolitan Planning Organization.	<a href="https://www.transit.dot.gov/funding/grants/metropolitan-statewide-planning-and-nonmetropolitan-transportation-planning-5303-5304">https://www.transit.dot.gov/funding/grants/metropolitan-statewide-planning-and-nonmetropolitan-transportation-planning-5303-5304</a>
Rebuilding American Infrastructure with Sustainability and Equity Grants (RAISE)	Funds a wide variety of surface transportation infrastructure projects that will have a significant local or regional impact, including road, rail, and transit.	Buffered Bike Lane, Separated Bike Lane, and Paved Path	Minimum grant for capital projects in rural areas is \$1 million. Max grant for planning projects is \$25 million with no minimum.	20% state or local match but includes exceptions. Local governments eligible.	<a href="https://www.transportation.gov/RAISEgrants">https://www.transportation.gov/RAISEgrants</a>
Reconnecting Communities Pilot Grant Program (RCP)	Funds aimed at reconnecting communities previously cut off from economic opportunities by transportation infrastructure. Grants support capital construction or community planning, including enhancing community connectivity, building/improving complete streets, and planning activities related to bicycle and pedestrian infrastructure.	Any (Near US-89 or SR-165)	Max community planning grant is \$2 million and capital construction grants range from \$5 to \$100 million.	Community planning grants require 20% local match and capital construction grants require 50%. Local governments eligible.	<a href="https://www.transportation.gov/reconnecting">https://www.transportation.gov/reconnecting</a>
Recreational Trails Program (RTP)	Funds the construction, restoration, and maintenance of recreational trails and trail-related education programs.	Paved Path	~\$2 million available in Utah.	20% state or local match. Administered through Utah Division of Outdoor Recreation.	<a href="https://www.fhwa.dot.gov/environment/recreational_trails/">https://www.fhwa.dot.gov/environment/recreational_trails/</a>
Rivers, Trails and Conservation Assistance Program (RTCA)	Technical assistance, including planning, community engagement, and fundraising, to support conservation and outdoor recreation projects.	Paved Path			<a href="https://www.nps.gov/orgs/rtca">https://www.nps.gov/orgs/rtca</a>

NAME	DESCRIPTION	ELIGIBLE FACILITIES	FUNDING	REQUIREMENTS	LINKS
FEDERAL (CONTINUED)					
Rural Surface Transportation Grant Program	Funds surface transportation infrastructure in rural areas to increase connectivity, improve safety, generate regional economic growth, and improve quality of life.	Any	\$25 million grant minimum.	20% local or state match. Local governments eligible.	<a href="https://www.transportation.gov/grants/rural-surface-transportation-grant-program">https://www.transportation.gov/grants/rural-surface-transportation-grant-program</a>
Safe Streets and Roads for All Grant Program (SS4A)	Funds the development or update of a comprehensive safety Action Plan, conducting planning, design, and development activities in support of an Action Plan, and/or carrying out projects and strategies identified in an Action Plan.	Any (In Action Plan)	Up to \$150 million for state-wide, \$50 million for MPO, or \$30 million for individual.	20% state or local match but includes exceptions. Administered through Cache Metropolitan Planning Organization.	<a href="https://www.transportation.gov/SS4A">https://www.transportation.gov/SS4A</a>
Surface Transportation Block Grant Program (STBG)	Funds projects to preserve and improve the conditions and performance of public roads, including pedestrian and bicycle infrastructure, as well as planning, research, and development with projects types.	Neighborhood Byway, Bike Lane, Buffered Bike Lane, and Separated Bike Lane	~\$114 million available in Utah.	20% state or local match but includes exceptions. Administered through Cache Metropolitan Planning Organization.	<a href="https://www.fhwa.dot.gov/specialfunding/stp/">https://www.fhwa.dot.gov/specialfunding/stp/</a>
Transportation Alternatives (TA)	Funds a variety of generally smaller-scale transportation projects, including pedestrian and bicycle facilities, recreational trails, safe routes to school projects, and vulnerable road user safety assessments.	Any	~\$11 million available in Utah.	20% state or local match but includes exceptions. Administered through Cache Metropolitan Planning Organization.	<a href="https://www.fhwa.dot.gov/environment/transportation_alternatives/">https://www.fhwa.dot.gov/environment/transportation_alternatives/</a>
STATE					
Safe Routes to School Program (SRTS)	Assist and encourage students living within 1.5-2 miles to safely walk or bike to school through non-infrastructure (education and encouragement programs) and infrastructure (sidewalks, pavement markings, signage, and bicycle parking).	Any (Near Schools)	Between \$100,000 and \$300,000.	Administered through Cache Metropolitan Planning Organization.	<a href="https://www.udot.utah.gov/connect/business/public-entities/safe-routes-to-school-srts-program/">https://www.udot.utah.gov/connect/business/public-entities/safe-routes-to-school-srts-program/</a>
Safe Sidewalk Program	Funds for new sidewalks adjacent to state routes where sidewalks do not currently exist and where major construction or reconstruction is not planned for ten or more years.	Sidewalk	\$500,000 available.	25% local match. Must be located adjacent to a state highway, within an urban context, and have significant pedestrian traffic.	<a href="https://www.udot.utah.gov/connect/business/public-entities/local-government-program-assistance/">https://www.udot.utah.gov/connect/business/public-entities/local-government-program-assistance/</a>

NAME	DESCRIPTION	ELIGIBLE FACILITIES	FUNDING	REQUIREMENTS	LINKS
<b>STATE (CONTINUED)</b>					
State Class B and C Program Fund	Funds for maintenance and construction projects, including active transportation facilities.	Neighborhood Byway, Bike Lane, Buffered Bike Lane, and Separated Bike Lane	~\$400,000 available.	30% must be used for construction or maintenance projects exceeding \$40,000.	<a href="https://www.udot.utah.gov/connect/business/public-entities/local-government-program-assistance">https://www.udot.utah.gov/connect/business/public-entities/local-government-program-assistance</a>
Transportation Investment Fund (TIF)	Active category funds regionally significant paved nonmotorized transportation projects to mitigate traffic congestion and must be a part of the Utah Department of Transportation's Active Transportation Plan.	Buffered Bike Lane, Separated Bike Lane, and Paved Path	~\$1.3 billion available.	40% federal, local, or in-kind match. Projects nominated by local governments.	<a href="https://projectprioritization.udot.utah.gov/home">https://projectprioritization.udot.utah.gov/home</a>
Utah Outdoor Recreation Grant (UORG)	Funds trails and other outdoor recreation infrastructure and amenities to build tourism around the state.	Paved Path	Tier 1 grants range from \$15,000 to \$200,000. Regional tier grants fund up to \$750,000.	50% local match. Local governments eligible.	<a href="https://recreation.utah.gov/utah-outdoor-recreation-grant/">https://recreation.utah.gov/utah-outdoor-recreation-grant/</a>
Utah Trail Network (UTN)	Funds to build and maintain state-owned paved trails.	Paved Path	\$100 million available.	Funds used by Utah Department of Transportation.	<a href="https://utahtrailnetwork.udot.utah.gov/">https://utahtrailnetwork.udot.utah.gov/</a>
<b>LOCAL</b>					
Cache County Council of Governments Local Transportation Fund	Funds roadway construction activities on arterial and collector roads and in the regional transportation plan, including bike lanes, sidewalks, and shared use paths.	Bike Lane, Buffered Bike Lane, Separated Bike Lane, Paved Path, and Sidewalk	~\$7 million available.	8% local match.	<a href="https://cachempo.org/committees-boards/cog/">https://cachempo.org/committees-boards/cog/</a>
Cache County RAPZ and Restaurant Tax Program	Funds a wide range of capital projects and operating expenses for publicly owned or operated recreation, parks, and zoos.	Any	~\$5.1 million available, typically between \$50,000 and \$100,000.		<a href="https://www.cache-county.org/rapz/">https://www.cache-county.org/rapz/</a>
Nibley City Capital Improvement Projects	Obtained from general city funds for the acquisition or construction of capital facilities.	Any			
Nibley City Impact Fees	Funds generated by impacts due to growth to be used at the discretion of the City.	Any			

NAME	DESCRIPTION	ELIGIBLE FACILITIES	FUNDING	REQUIREMENTS	LINKS
LOCAL (CONTINUED)					
Trails Cache	Technical assistance to assist with regional trail and active transportation projects, including fundraising, volunteer coordination, and project support.	Any			<a href="https://www.cachecounty.gov/trails/">https://www.cachecounty.gov/trails/</a>
PRIVATE					
AARP Community Challenge	Supports immediate improvements to jump-start long-term progress, including active transportation facilities, bike and walk audits, and community health.	Any (Temporary/ Demonstration Projects)	Between \$500 and \$50,000.	Local governments eligible.	<a href="https://www.aarp.org/livable-communities/community-challenge/">https://www.aarp.org/livable-communities/community-challenge/</a>
America Walks Community Change Grants	Funds programs and projects that create change and opportunity for walking and movement at the community level.	Paved Path			<a href="https://americanawalks.org/programs/community-change-grants/">https://americanawalks.org/programs/community-change-grants/</a>
Dell Loy Hansen Family Foundation	Giving to support local Utah communities, conserve the environment, and improve wellness focused in Northern Utah.	Any (Paved Path most likely)		Grants by invite only.	<a href="https://www.dlhffoundation.org/">https://www.dlhffoundation.org/</a>
George S. and Dolores Doré Eccles Foundation	Grantmaking across five areas: arts and culture, community, education, health and wellness, and preservation and conservation.	Any (Paved Path most likely)		Local governments eligible.	<a href="https://www.gsecclesfoundation.org/">https://www.gsecclesfoundation.org/</a>
People for Bikes Community Grant	Funds bicycle infrastructure projects and targeted advocacy initiatives that make biking safer for people of all ages and abilities.	Any	\$10,000 maximum.	Local governments eligible.	<a href="https://www.peopleforbikes.org/grants">https://www.peopleforbikes.org/grants</a>
POTENTIAL					
Bond Financing	Bonds can be approved by voters to fund a range of projects, including bicycle and pedestrian infrastructure and trails.	Any			
In-Kind Donations	This can be an effective way to reduce project costs and engage local organizations and community members, especially in the construction of shared-use paths and trails. Local companies and volunteers can donate labor and supplies to help offset costs.	Any (Paved Path most likely)			

NAME	DESCRIPTION	ELIGIBLE FACILITIES	FUNDING	REQUIREMENTS	LINKS
POTENTIAL (CONTINUED)					
Local Foundations and Businesses	<p>These entities can be a good fit for trails and bicycle and pedestrian infrastructure as they want to benefit their local community needs. Partnerships with nonprofits can provide access to these funding sources.</p>	Any (Paved Path most likely)			
New Construction and Development	<p>Future road widening and construction projects are great opportunities to add or improved bicycle and pedestrian infrastructure. To ensure that roadway construction projects provide these improvements, it is important that the review process includes active transportation-related plans. Developers should also consider constructing local streets with active transportation facilities and trails within subdivisions. Developers can be incentivized or required to include these amenities during development review.</p>	Any			
Sales Tax	<p>A specified sales tax can be used to fund active transportation improvements.</p>	Any			
Special Assessment or Taxing Districts	<p>A special assessment district could be established for infrastructure improvements that are missing or in need of improvement in certain areas.</p>	Any			

A1

# Appendix A

## Q10 COMMENTS

- ◆ Walking on 800 W. Cars drifting towards sidewalk and speeding.
- ◆ 1200 w during morning JBS commute. Many traffic violations, no enforcement of laws (speeding, racing, illegal passing, etc.)
- ◆ Hollow road - blind corners and no designated walking space.
- ◆ Heritage park- cars rarely stop for pedestrians on 800w
- ◆ 3200 in places is scary, you have to cross multiple times to be in a safe area for kids!
- ◆ Walking from Mount Vista to the church (3701 S 450 W, Nibley, UT 84321) with Sunday traffic. Intersection by the church is particularly busy and unmarked.
- ◆ There are no sidewalks on the streets where my parents and siblings live, and cars drive fairly aggressively despite it being a quiet neighborhood street.
- ◆ The bus stop off of Main Street at ~3900S
- ◆ Along 800 West, especially crossing the street.
- ◆ Some of the intersections have low visibility and cars don't yield to pedestrians. I specifically use the intersection at 800 W and 2450 S often with my children and cars won't stop for kids or adults.
- ◆ On 800 w, cars always drive much faster than the speed limit and there's never cops around. They also never stop for pedestrians wanting to cross the street
- ◆ Along 800 W by Young Powersports headed to the Hwy.
- ◆ Multiple times on the west side of town I've almost been hit by drivers not paying enough attention as I cross roads or not slowing down although I'm in a cross walk.
- ◆ When we have to walk into the street on 3200 because of construction, cars blocking the sidewalk
- ◆ Along 800 west towards the honey factory. Along the long roads that lead to Hyrum.
- ◆ Hollow Road because traffic speeds aren't enforced
- ◆ Many of the roads are so narrow there isn't room to walk if a car needs to drive by. No sidewalk
- ◆ 800w between Heritage Park and HW 89/91. I realize this is NOT in Nibley City boundaries, this is the most direct route for bikes to get in to Logan from Nibley!
- ◆ In low light conditions such as early morning, as cars drive very erratically as well as far above posted speed limits.
- ◆ 640-700w no edge and fast cars not safe for walking especially with children
- ◆ There has been a white van canvassing our neighborhood looking for opportunities for theft.

## Q11 COMMENTS

- ◆ A few places, but along the road next to the tracks and after the multiuse path ends near all those warehouses next to US-89/91.
- ◆ Road that goes from 89/91 into Nibley past Firefly Park. Too narrow for cars and bikes on that busy road.
- ◆ Cars and crossing busy roads like the highway make it harder
- ◆ 3200 South too narrow bike "lanes" with the traffic and median vegetation areas. Also, not very clear from rocks and debris
- ◆ Hollow road - cars going too fast and blind corners
- ◆ Biking past a church building when church is starting or letting out. Drivers generally don't pay attention.
- ◆ All along 3200s
- ◆ Finding a safe route to ride to Hyrum library with children. Roads are too narrow.
- ◆ On my main bike route when traveling to Nibley, 250 W and 800 W. Also, there are no easy connections on either the east or west side of Nibley to the northern cities in Cache Valley.
- ◆ Limited access to bike-sharing programs
- ◆ Limited visibility at night
- ◆ Hazardous road crossings
- ◆ Inadequate traffic surveillance systems
- ◆ Limited access to cycling safety gear
- ◆ Lack of designated bike lanes
- ◆ Overgrown vegetation obstructing pathways
- ◆ Limited access to bike-sharing programs
- ◆ Uneven road surfaces
- ◆ Inattentive bus drivers
- ◆ Pedestrians crossing without looking
- ◆ Limited access to emergency services
- ◆ Limited bike parking facilities
- ◆ Hazardous intersections
- ◆ Poorly maintained roads
- ◆ Encroachment by street vendors
- ◆ Limited access to bike theft prevention measures
- ◆ Confusing road layouts
- ◆ Uneven road surfaces
- ◆ Limited access to bike repair shops
- ◆ Lack of road safety education programs
- ◆ Poor air quality affecting cyclists' health
- ◆ Uneven road surfaces
- ◆ High incidence of vehicle theft
- ◆ Inadequate infrastructure for cycling
- ◆ High-speed traffic
- ◆ Limited enforcement of traffic laws
- ◆ Limited access to public restrooms
- ◆ Confusing traffic signals
- ◆ Encroachment by stray animals
- ◆ Limited access to first aid facilities
- ◆ Inadequate traffic surveillance systems
- ◆ Narrow roadways
- ◆ Aggressive cyclists
- ◆ Limited access to public restrooms
- ◆ Lack of designated bike lanes
- ◆ Limited visibility at night
- ◆ Limited access to bike repair shops

**Q11 COMMENTS (CONTINUED)**

- ◆ Pedestrian distractions
- ◆ Inattentive bus drivers
- ◆ Inadequate enforcement of parking regulations
- ◆ Encroachment by parked vehicles
- ◆ Overgrown vegetation obstructing pathways
- ◆ Limited bike lane connectivity
- ◆ Inadequate enforcement of traffic laws
- ◆ Sudden weather changes
- ◆ Encroachment by stray animals
- ◆ Limited access to bike lanes on bridges
- ◆ Uneven road surfaces
- ◆ Limited access to bike-sharing programs
- ◆ Road rage incidents
- ◆ Inadequate enforcement of drunk cycling laws
- ◆ Unsafe behavior by cyclists
- ◆ Inadequate enforcement of drunk cycling laws
- ◆ Unpredictable road conditions
- ◆ Limited access to bike theft prevention measures
- ◆ Inadequate street lighting
- ◆ Encroachment by street vendors
- ◆ Street racing incidents
- ◆ Road rage incidents
- ◆ Overgrown vegetation obstructing pathways
- ◆ Limited police presence on roads
- ◆ Unsafe overtaking by buses
- ◆ Unpredictable road conditions
- ◆ Inadequate street lighting
- ◆ Lack of road safety education programs
- ◆ Limited bike parking facilities
- ◆ Street racing incidents
- ◆ Limited bike parking facilities
- ◆ Aggressive cyclists
- ◆ Heavy traffic congestion
- ◆ Impaired visibility due to fog
- ◆ Encroachment by stray animals
- ◆ Intoxicated drivers
- ◆ Limited visibility at night
- ◆ Door zone collisions
- ◆ Unsafe overtaking by buses
- ◆ Cyclists disobeying traffic signals
- ◆ Limited access to bike theft prevention measures
- ◆ Roadside construction
- ◆ Confusing road layouts
- ◆ Limited access to bike-sharing programs
- ◆ Encroachment by parked vehicles
- ◆ High-speed traffic
- ◆ Poor road drainage leading to flooding
- ◆ Inadequate enforcement of parking regulations
- ◆ High incidence of vehicle theft
- ◆ Limited access to public restrooms
- ◆ Limited access to public restrooms
- ◆ Lack of cyclist awareness among drivers
- ◆ Limited visibility at night
- ◆ Poor road drainage leading to flooding
- ◆ High-speed traffic
- ◆ Encroachment by parked vehicles
- ◆ Impaired visibility due to fog
- ◆ Dangerous potholes

**Q11 COMMENTS (CONTINUED)**

- ◆ Inattentive pedestrians
- ◆ Aggressive cyclists
- ◆ Narrow roadways
- ◆ Inadequate enforcement of traffic laws
- ◆ Poorly maintained roads
- ◆ Sudden weather changes
- ◆ 1200 W, south of 3200 S as you go towards Hyrum, the speed limit increases and there is not a great shoulder for bikes.
- ◆ Along 800 W by Young Powersports headed to the Hwy. No room for bikers and cars
- ◆ 3200 south needs separated lanes for bikes, cars travel too fast, and the lanes are too close large trucks are terrifying when they pass
- ◆ Along the roads to Hyrum.
- ◆ On the highway, which is the main way to get to town...I live on the East side of the highway, so usually I go up it as little as I can and jump over into Millville.
- ◆ Along the highway to get to Logan.
- ◆ Distracted drivers. Everywhere.
- ◆ Many of the roads are so narrow there isn't room to walk if a car needs to drive by. No sidewalk
- ◆ See above AND 640 w to Hyrum! Also, the center road island are a death trap for bike riders when cars are impatient and try to pass!!
- ◆ 800 west where sidewalk ends heading out to highway, the road is narrow and there is no room for bikes. Same with the road that connects Nibley and Hyrum cars go so fast!
- ◆ Same as above
- ◆ 800 W where it connects with the hwy89/91. There isn't a great route to go north out of Nibley on a bike without going out of your way

## WEB MAP COMMENTS

- ◆ Just want to add to this -- this park (and all parks in Nibley) are simply amazing. This walking path is an absolute gem and I feel so blessed to live so close! We use the walking path almost daily and love the nature and scenery.
- ◆ During warmer weather there are residents that have sprinklers going during time kids are walking to and from school causing kids to go off sidewalks and onto road to avoid getting wet. During winter there are residents that don't always clear snow off their sidewalks, this again causes kids to walk/bike in the road.
- ◆ Please remove the medians or place signs directing cars not to pass bikes here. It's the most dangerous part of my commute.
- ◆ I would LOVE to have a safe way to cross the highway to Hollow Rd with my kids. Hollow Rd is such a great part of our community.
- ◆ A bike trail along 800w connecting to the Logan River trail would be amazing.
- ◆ A dedicated bike lane would be nice along this road
- ◆ That is a really great point I love the road, but I am sometimes scared of the cars driving so close
- ◆ I bike here nearly every day. The bike lane is good. A rumor was that there would be small barriers separating the bike lane from the traffic lanes. I hope that is misinformation. Any raised curb would invite accidents
- ◆ Bike riding along 1200 W between 3200 S (roundabout) north to 2980 S is tight (narrow traffic lanes) leaving the wide sidewalk on the west side and the narrow sidewalk on the east the best option for staying safe.
- ◆ I would LOVE to see more parents like you walk/bike kids to school! Thanks for setting a great example for others!!
- ◆ good idea
- ◆ Please keep dogs out of the park. Disturbs wildlife and people don't clean up after the dogs.
- ◆ There is often a semi-truck parked on this road, when vehicles are also parked in front of strata it becomes effectively a one lane road. Please prohibit parking next to road until it can be improved
- ◆ There are desire paths here.
- ◆ Bicycle lanes should be marked with special symbols
- ◆ Totally agree for walking/biking. Totally disagree for motorists. Motorists can take the highway.
- ◆ Please do not allow dogs at this park.
- ◆ Agree
- ◆ My older kids ride their bikes to school and are constantly getting holes in their tires.



## Agenda Item #13

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Resolution 25-07–Indicating the Intent to Adjust the Municipal Boundary Between the City of Logan and Nibley City (First Reading)
<b>Presenter</b>	Levi Roberts, City Planner
<b>Staff Recommendation</b>	Approval of Resolution 25-07–Indicating the Intent to Adjust the Municipal Boundary Between the City of Logan and Nibley City and waive 2 <sup>nd</sup> Reading
<b>Reviewed By</b>	Larry Jacobsen, Mayor Justin Maughan, City Manager Cheryl Bodily, City Recorder Levi Roberts, City Planner

### Background:

Property owners at 2944-2988 S Highway 89/91, currently located within Logan City have expressed the desire to disconnect from Logan and annex to Nibley City. The purpose of this annexation is to develop a landscaping business on one of the properties and utilize Nibley City services to support the business. Due to its location in close proximity to available Nibley City utilities, each City believes it is in the best interest of their respective jurisdictions to agree to a boundary adjustment to facilitate service provision. Furthermore, these properties are included in Nibley City's Annexation Declaration Area.

Per Utah Code 10-2-419, the first step in this process of a boundary adjustment is for each municipality (Logan and Nibley City) to adopt a resolution indicating intent to adjust the boundary. Logan City has scheduled a consideration of this resolution on February 18, 2025.

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## RESOLUTION 25-07

**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, 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 to facilitate service provision; and

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

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:

<b>Tax ID</b>	<b>Name</b>	<b>Property Address</b>
03-012-0026	Fastlane Properties LLC (B.J. Smith)	2944 S Hwy 89
03-012-0027	Fastlane Properties LLC (B.J. Smith)	2966 S Hwy 89
03-012-0028	Todd and Dixie Anderson	2988 S Hwy 89

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

Larry Jacobsen, Mayor

ATTEST:

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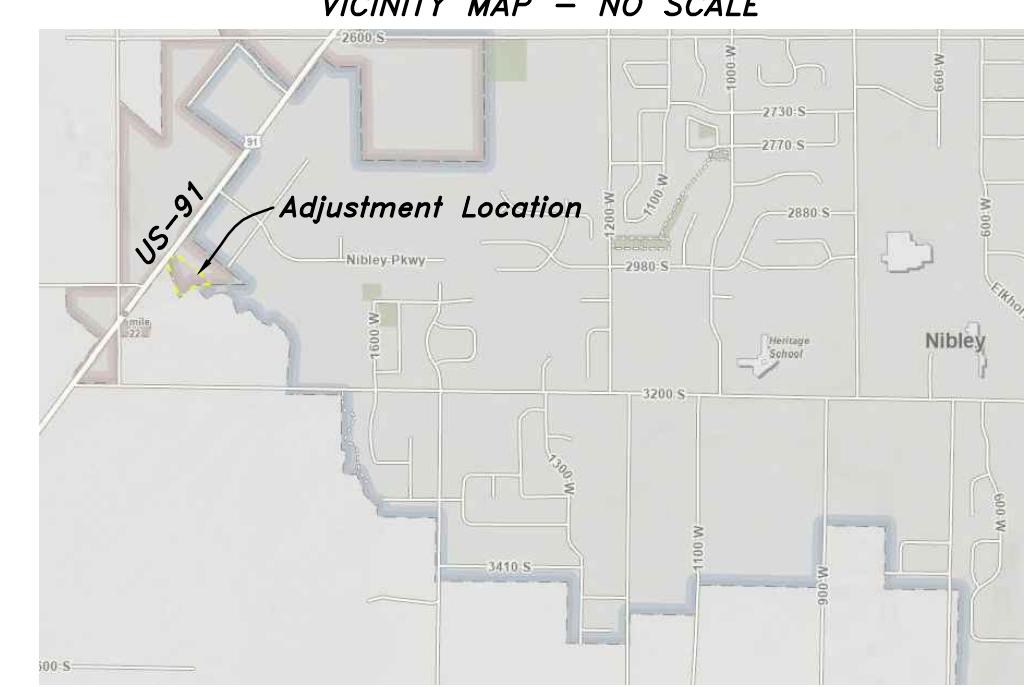
Cheryl Bodily, City Recorder

# EXHIBIT A

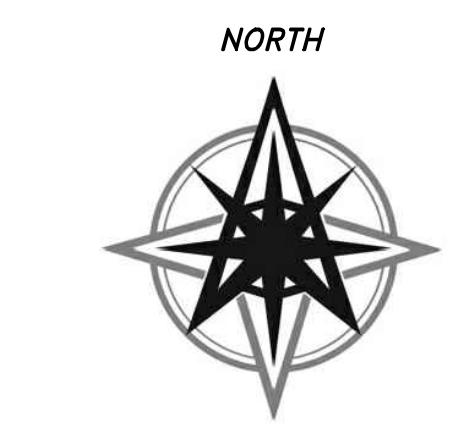
## CORPORATE LIMIT LINE ADJUSTMENT DESCRIPTION

A PART OF THE EAST HALF OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. THE BASIS OF BEARINGS IS THE UTAH COORDINATE SYSTEM 1983 NORTH ZONE.

BEGINNING AT THE SOUTHEAST CORNER OF RACOON RIDGE SUBDIVISION, ENTRY NUMBER 686022, BEING COMMON TO THE SOUTHWEST CORNER OF HERITAGE BUSINESS PARK PHASE 1, ENTRY NUMBER 894573, AND RUNNING THENCE ALONG THE PERIMETER OF SAID RACOON RIDGE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 89°27'17" WEST 330.52 FEET (NORTH 89°54'48" WEST 330.58 FEET BY RECORD); (2) SOUTH 89°44'44" WEST 189.42 FEET (SOUTH 89°06'17" WEST BY RECORD); (3) SOUTH 53°04'58" WEST 220.34 FEET (SOUTH 52°26'31" WEST BY RECORD); (4) NORTH 20°01'01" WEST 381.06 FEET (NORTH 20°39'28" WEST 386.60 FEET BY RECORD) TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY 89-91; THENCE NORTH 52°36'16" WEST 52.50 FEET TO THE CENTER OF SAID HIGHWAY; THENCE NORTH 37°23'44" EAST 362.66 FEET ALONG SAID HIGHWAY CENTER; THENCE SOUTH 52°36'16" EAST 52.50 FEET TO THE INTERSECTION WITH THE WEST LINE OF SAID HERITAGE BUSINESS PARK PHASE 1; THENCE SOUTH 49°35'33" EAST 796.21 FEET (SOUTH 49°48'47" EAST 798.47 FEET BY RECORD) ALONG SAID WEST LINE TO THE POINT OF BEGINNING. CONTAINING 5.998 ACRES.



**NARRATIVE**  
The purpose of this survey was to adjust the boundary described into Nibley City. The survey was ordered by BJ Smith. The control used to establish the adjustment boundary was Raccoon Ridge Subdivision and Heritage Business Park Phase 1. The survey is located in the East Half of Section 19, Township 11 North, Range 1 East, Salt Lake Base & Meridian. The basis of bearings is the East/West Center of said Section 19, which bears North 89°55'02" East, Utah Coordinate System 1983 North Zone.



Scale: 1" = 40'  
0 40' 80'

Highway  
89-91

N 37°23'44" E

N 52°36'16" W

Lot 3

GORDON A ZILLES  
03-014-0007

Logan City Corporate Boundary  
Nibley City Corporate Boundary

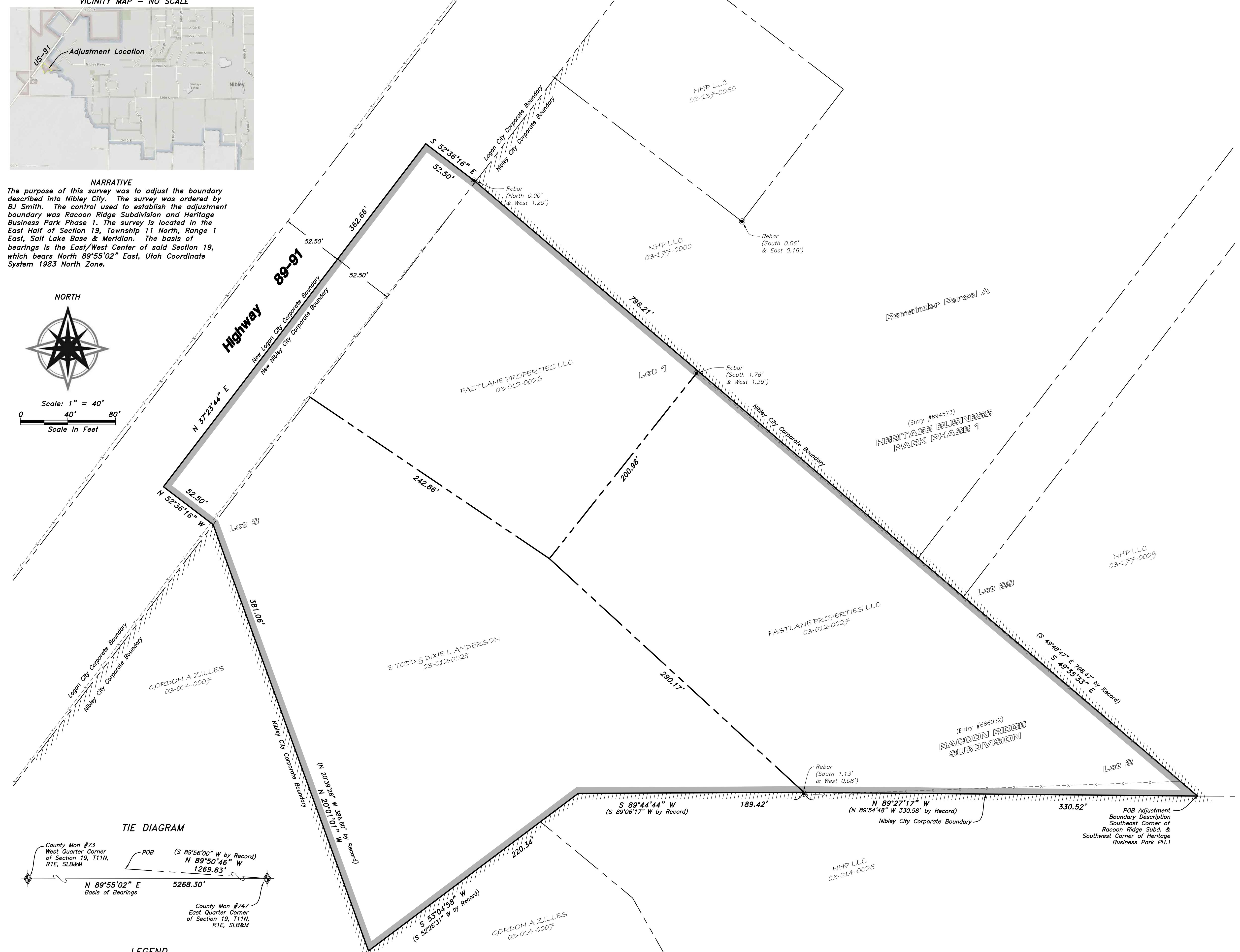
TIE DIAGRAM

County Mon #73  
West Quarter Corner  
of Section 19, T11N,  
R1E, SLB&M  
(S 89°56'00" W by Record)  
N 89°50'46" W  
1269.63'

County Mon #747  
East Quarter Corner  
of Section 19, T11N,  
R1E, SLB&M  
(S 89°44'44" W by Record)  
N 89°06'17" W by Record  
5268.30'

LEGEND

- Existing Corporate Boundary
- Adjustment Boundary
- Property Line
- Fence Line
- Section Corner
- Found Survey Point



## MUNICIPAL BOUNDARY LINE ADJUSTMENT

### BETWEEN LOGAN CITY AND NIBLEY CITY OF CACHE COUNTY

LOCATED IN THE EAST HALF OF SECTION 19, TOWNSHIP 11 NORTH, RANGE 1 EAST, S.L.B.&M.  
AUGUST 2024

#### ADJUSTMENT BOUNDARY DESCRIPTION

A Part of the East Half of Section 19, Township 11 North, Range 1 East of the Salt Lake Base and Meridian. The Basis of Bearings is the Utah Coordinate System 1983 North Zone.

Beginning at the Southeast Corner of Raccoon Ridge Subdivision, Entry Number 686022, being Common to the Southwest Corner of Heritage Business Park Phase 1, Entry Number 894573, and RUNNING THENCE Along the Perimeter of said Raccoon Ridge the Following Four (4) Courses: (1) North 89°27'17" West 330.52 Feet (North 89°54'48" West 330.58 Feet by Record); (2) South 89°44'44" West 189.42 Feet (South 89°06'17" West by Record); (3) South 53°04'58" West 220.34 Feet (South 52°26'31" West by Record); (4) North 20°01'01" West 381.06 Feet (North 20°39'28" West 386.60 Feet by Record) to the Intersection with the South Right-of-Way Line of Highway 89-91; Thence North 52°36'16" West 52.50 Feet to the Center of said Highway; Thence North 37°23'44" East 362.66 Feet Along said Highway Center; Thence South 52°36'16" East 52.50 Feet to the Intersection with the West Line of said Business Park Phase 1; Thence South 49°35'33" East 796.21 Feet (South 49°48'47" East 798.47 feet by Record) Along said West Line to the Point of Beginning. Containing 5.998 Acres.

#### ACCEPTANCE BY LEGISLATIVE BODY

This is to certify that we, the Logan City Council, have adjusted our common boundaries as shown herein, and that a copy of the ordinance has been prepared for filing herewith in all in accordance with Utah Code Annotated 10-2-419 and that we have examined and do hereby approve and accept the boundary adjustment shown herein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Recorder's Seal

Approved:  
Holly H. Daines, Logan City Mayor

Attest:  
Recorder

#### ACCEPTANCE BY LEGISLATIVE BODY

This is to certify that we, the Nibley City Council, have adjusted our common boundaries as shown herein, and that a copy of the ordinance has been prepared for filing herewith in all in accordance with Utah Code Annotated 10-2-419 and that we have examined and do hereby approve and accept the boundary adjustment shown herein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Recorder's Seal

Approved:  
Larry Jacobsen, Nibley City Mayor

Attest:  
Recorder

#### COUNTY SURVEYOR'S APPROVAL

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 \_\_\_\_\_ Date \_\_\_\_\_

#### SURVEYOR'S CERTIFICATE

I, Clinton G. Hansen, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Act; and I also certify that this plat of the Municipal Boundary Line Adjustment between Logan City and Nibley City, Cache County has been correctly drawn to the designated scale and is a true and correct representation of the property as shown and described herein based on data compiled from records in the Cache County Recorders Office.

Signed this 12th day of November, 2024.

Clinton G. Hansen, P.L.S.  
Utah Land Surveyor Licence No. 7881387

ADVANCED LAND SURVEYING INC  
1770 Research Park Way #11  
Logan Utah 84341  
(p) 435-770-1585 (f) 435-514-5883  
www.advancedlsi.com



23-260 11/12/24 CGH

#### COUNTY RECORDER'S NUMBER

State of Utah, County of Cache, Recorded and Filed at the Request of \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Fee \_\_\_\_\_

Abstracted \_\_\_\_\_

Index \_\_\_\_\_

Filed in: \_\_\_\_\_ County Recorder \_\_\_\_\_

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## Agenda Item #14 & 15

<b>Description</b>	<b>Public Hearing:</b> Ordinance 25-09—An Ordinance Vacating Public Right of Way 1200 West Between Approximately 3230 South to 3300 South  AND  <b>Discussion &amp; Consideration:</b> Ordinance 25-09—An Ordinance Vacating Public Right of Way 1200 West Between Approximately 3230 South to 3300 South
<b>Presenter</b>	Tom Dickinson, City Engineer
<b>Staff Recommendation</b>	Ordinance 25-09—An Ordinance Vacating Public Right of Way 1200 West Between Approximately 3230 South to 3300 South
<b>Reviewed By</b>	Larry Jacobsen, Mayor Justin Maughan, City Manager Tom Dickinson, City Engineer Levi Roberts, City Planner City Attorney, Joel Yellowhorse City Recorder, Cheryl Bodily

### Background:

The Land Adjustment Agreement between Nibley City and the Hawk Hollow Subdivision includes an abandoned portion of the 1200 West Right of Way from approximately 3230 South to 3300 South. The historic connection of 1200 West was moved to the west approximately 250-feet to allow construction of the 3200 South roundabout. The City has no further use for this portion of the roadway.

State Code allows a municipality to adopt an ordinance to vacate some or all of a public street if the legislative body finds that:

- There is good cause for the vacation, and
- Neither the public interest nor any person will be materially injured by the proposed vacation.

A copy of the Petition to Vacate was sent as notification to property owners within 300 feet of the public street in accordance with Utah code 10-9a-609.5.

Council may notice that the petition to vacate references “Logan” in 2 locations. The City Attorney was consulted about the error and opined there is no need to resend/renotify.

A sign was posted announcing a scheduled public hearing on the matter in accordance with Utah Code 63G-30-102(1)(c)(vi)

There is an existing irrigation pipe that traverses through the property and to the west. This is intended to be relocated with the Hawk Hollow project. The owner of the irrigation pipe has been notified and has signed the Petition to Vacate.

There are no known public utilities located within the Right of Way.

Staff has determined that there is good cause for the vacation and that no person or entity will be materially injured by the proposed vacation.

Staff recommends passing Ordinance 25-09 –An Ordinance Vacating Public Right of Way 1200 West Between Approximately 3230 South to 3300 South

## **ORDINANCE 25-09**

### **AN ORDINANCE VACATING PUBLIC RIGHT OF WAY 1200 WEST BETWEEN APPROXIMATELY 3230 SOUTH TO 3300 SOUTH**

WHEREAS, the City has received a request submitted by the property owner(s) adjacent to the subject Public Right of Way, requesting that portions of the Public Right of Way be vacated,

WHEREAS, the City has authority by State Law to vacate streets, rights of way, and public utility easements, from use by the public;

WHEREAS, the City realigned 1200 West and constructed a roundabout intersection approximately 250 feet west of an existing intersection at 3200 South;

WHEREAS, the portions of Public Right of Way along the old 1200 West roadway alignment will not be used as Public Right of Way in future plans for the proposed Hawk Hollow residential development;

WHEREAS, the Nibley City Council finds there is good cause for vacating the Public Right of Way and finds such action shall not materially injure the public or any person; and,

WHEREAS, the proposed vacation of Public Right of Way, as shown in EXHIBIT A and described in EXHIBIT B has been reviewed by the City and the City Council, and all appropriate hearings, postings, and notifications have been performed in accordance with Utah law to obtain public comment regarding the proposed determination.

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

SECTION 1: Pursuant to Section 10-9a-609.5, Utah Code Annotated, 1953 the Public Right of Way shown in EXHIBIT A and described in EXHIBIT B are hereby abandoned and vacated.

SECTION 2: Effective Date. This ordinance shall become effective upon publication.

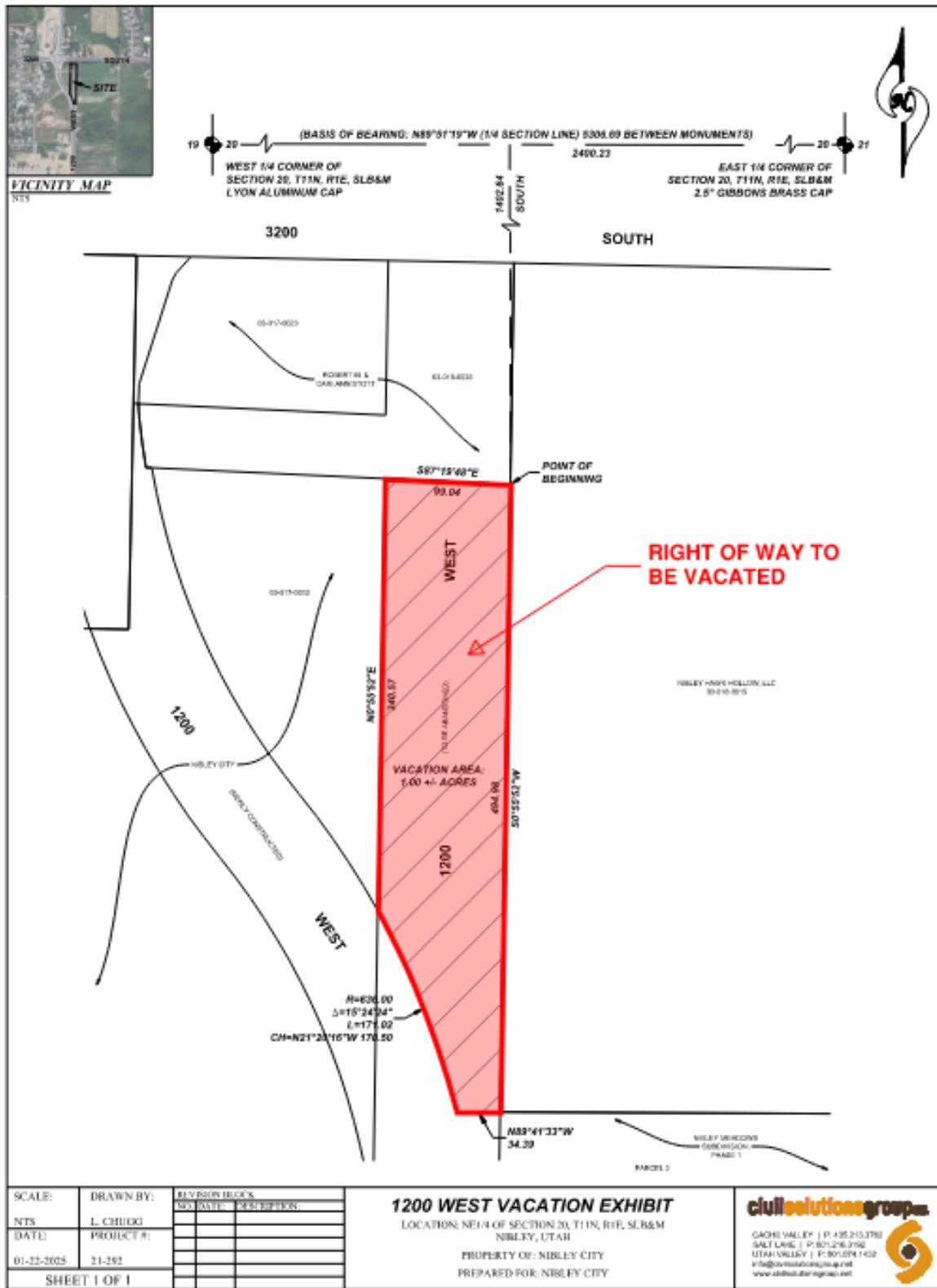
PASSED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

---

Larry Jacobsen, Mayor

ATTEST: \_\_\_\_\_  
Cheryl Bodily, City Recorder

## EXHIBIT A



## EXHIBIT B

**LEGAL DESCRIPTION**  
**PREPARED FOR**  
**1200 WEST ROADWAY VACATION**  
**NIBLEY CITY**  
**NIBLEY, UTAH**  
(January 29, 2025)  
Project No. 21-292

### 1200 WEST VACATION

All of 1200 West Street as previously monumented and constructed located south of Parcel 03-018-0035 and north of the newly constructed 1200 West Street, located in the NE1/4 of Section 20, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Nibley, Utah, more particularly described as follows:

Beginning at the southeast corner of Parcel 03-018-0035, located N89°51'19"W along the 1/4 Section Line between the West 1/4 Corner and East 1/4 Corner of Section 20, T11N, R1E, SLB&M 2,400.23 feet and South 1,402.64 feet from the East 1/4 Corner of said Section 20; thence S0°55'52"W along the existing east right-of-way line of 1200 West Street and the west line of Parcel 03-018-0015 494.98 feet to the northwest corner of NIBLEY MEADOWS Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Cache County Recorder and the north right-of-way line of the newly constructed 1200 West Street; thence along said north right-of-way line the following 2 (two) bearings and distances: (1) N89°41'33"W 34.39 feet; (2) thence northwesterly along the arc of a 636.00 foot radius non-tangent curve (radius bears: S76°21'56"W) to the left 171.02 feet through a central angle of 15°24'24" (chord: N21°20'16"W 170.50 feet) to a point on the east line of Parcel 03-017-0012 and the existing west right-of-way line of 1200 West Street; thence N0°55'52"E along the east line of said parcel and the existing west right-of-way line of said Street 340.57 feet to a point on the south line of Parcel 03-018-0035; thence S87°19'48"E along south line of said Parcel 99.04 feet to the point of beginning.

Contains: 1.00+/- acres

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<b>Improvement Costs</b>	<b>Total Value</b>
Land Value - Hawk Hollow Trading to Nibley (Wetland Inc'd)	\$ 114,309
Land Value - Nibley Trading to Hawk Hollow (Demolition Inc'd)	\$ 132,153
<b>Total Difference</b>	<b>\$ (17,844)</b>

#### **Hawk Hollow Improvements**

Stormwater Pipe	\$ 10,230.69
Stormwater Road Cut & Fill	\$ 19,045.50
Sidwalk & Curb (Along 1200 W & in Open Space)	\$ 47,341.54
Water Stub	\$ 2,337.43
Electricity Stub	\$ 2,000.00
<b>Totals</b>	<b>\$ 80,955.16</b>

#### **Nibley City Improvements**

Commensurate Design Costs	\$ 5,000.00
Commensurate Construction Costs	\$ 10,949.40
Commensurate Land Costs	\$ 26,070.00
<b>Totals</b>	<b>\$ 42,019.40</b>

Hawk Hollow Total Costs	\$ 63,110.73
Nibley City Total Costs	\$ 42,019.40
<b>Total Difference</b>	<b>\$ 21,091.33</b>

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VACATION OF  
PUBLIC RIGHT OF WAY  
1200 WEST BETWEEN  
APPROXIMATELY 3230 SOUTH  
AND 3300 SOUTH

Ordinance 25-09

February 20, 2025

# Vacation of Public Right of Way

- Utah Code 10-9a-609.5- allows a city to adopt an ordinance to vacate some or all of a public street
- A Legislative body must hold public hearing
- The right of Way may be vacated if the legislative body finds that:
  - There is good cause for the vacation; and
  - Neither the public interest nor any person will be materially injured by the proposed vacation.

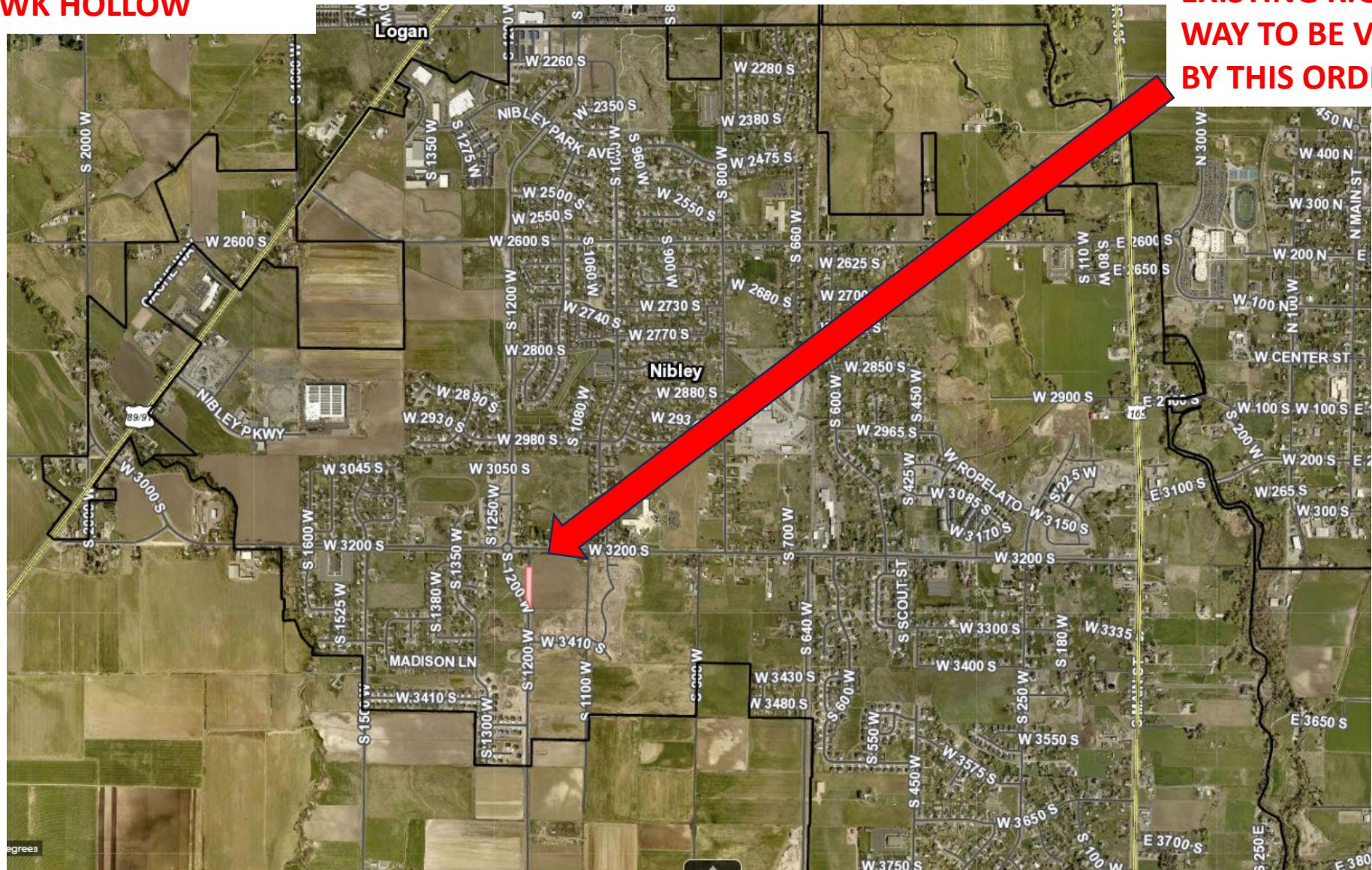
# Vacation of Public Right of Way- 1200 West Between Approximately 3230 South and 3300 South

- No known public utilities
- Existing irrigation piping that serves property to the west. This is intended to be relocated with the Hawk Hollow project. The pipe owner has been notified and signed the Petition to Vacate.
- Notification was sent to property owners within 300 feet of the public street in accordance with 10-9a-609.5(2)(a)(ii)
  - The petition to vacate was sent out with a “Logan” location reference. The City Attorney was consulted and there is no need to resend the petition/notification.

**CITY OWNED PROPERTY-  
NEGOTIATING LAND SWAP  
WITH HAWK HOLLOW**

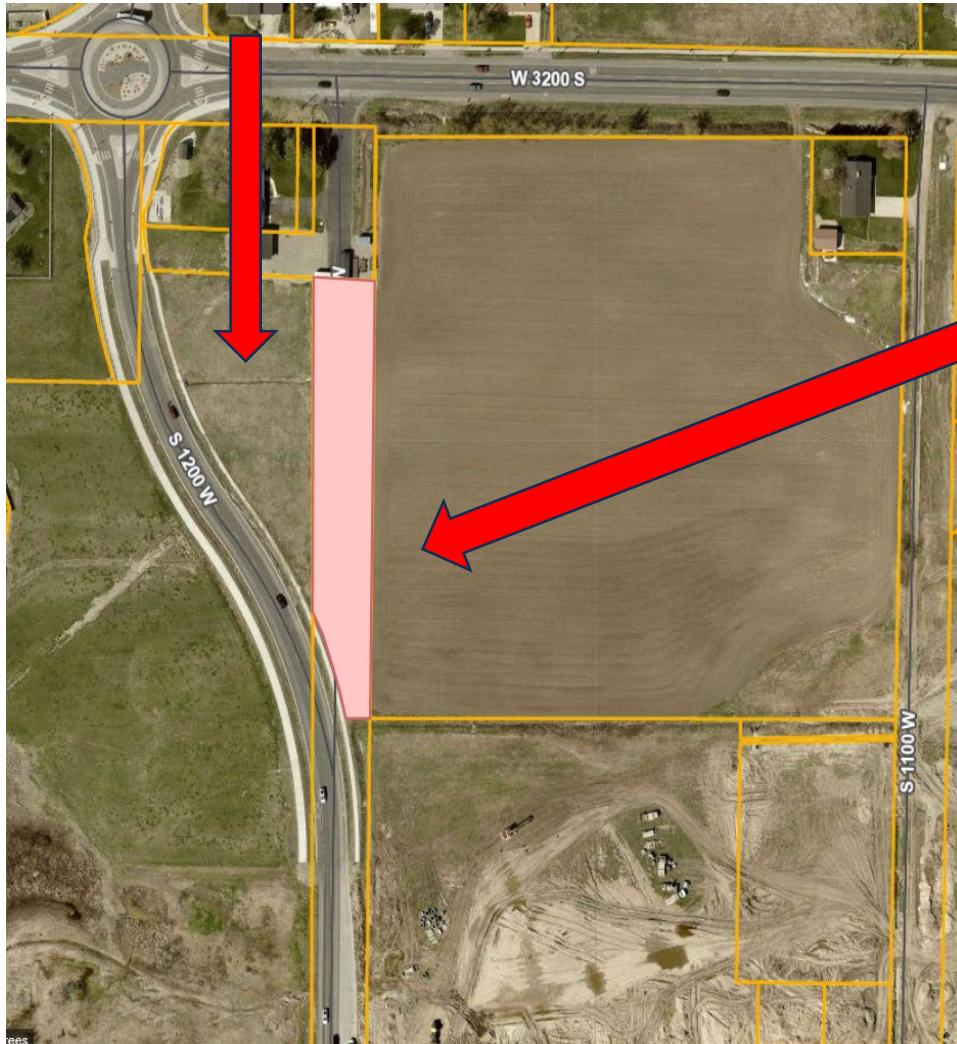
OLD ALIGNMENT OF 1200 WEST FROM  
APPROXIMATELY 3230 SOUTH TO 3300 SOUTH

**EXISTING RIGHT OF  
WAY TO BE VACATED  
BY THIS ORDINANCE**

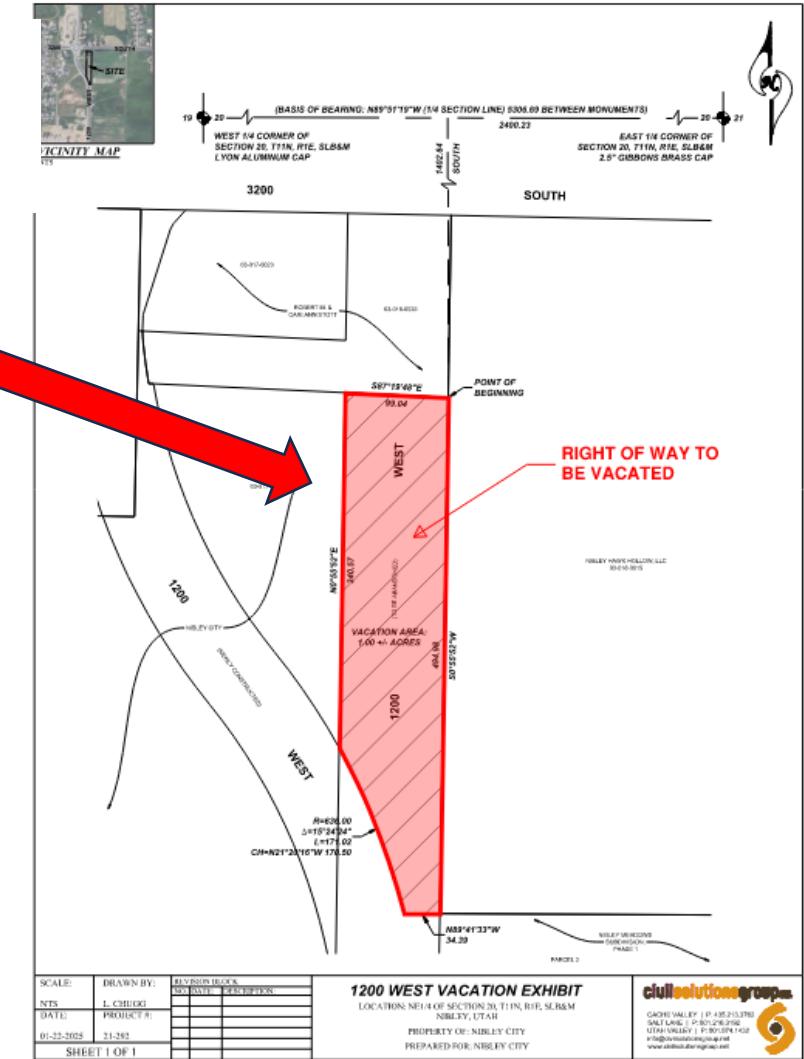


CITY OWNED PROPERTY-  
NEGOTIATING LAND SWAP  
WITH HAWK HOLLOW

OLD ALIGNMENT OF 1200 WEST FROM  
APPROXIMATELY 3230 SOUTH TO 3300 SOUTH



EXISTING RIGHT OF  
WAY TO BE VACATED  
BY THIS ORDINANCE



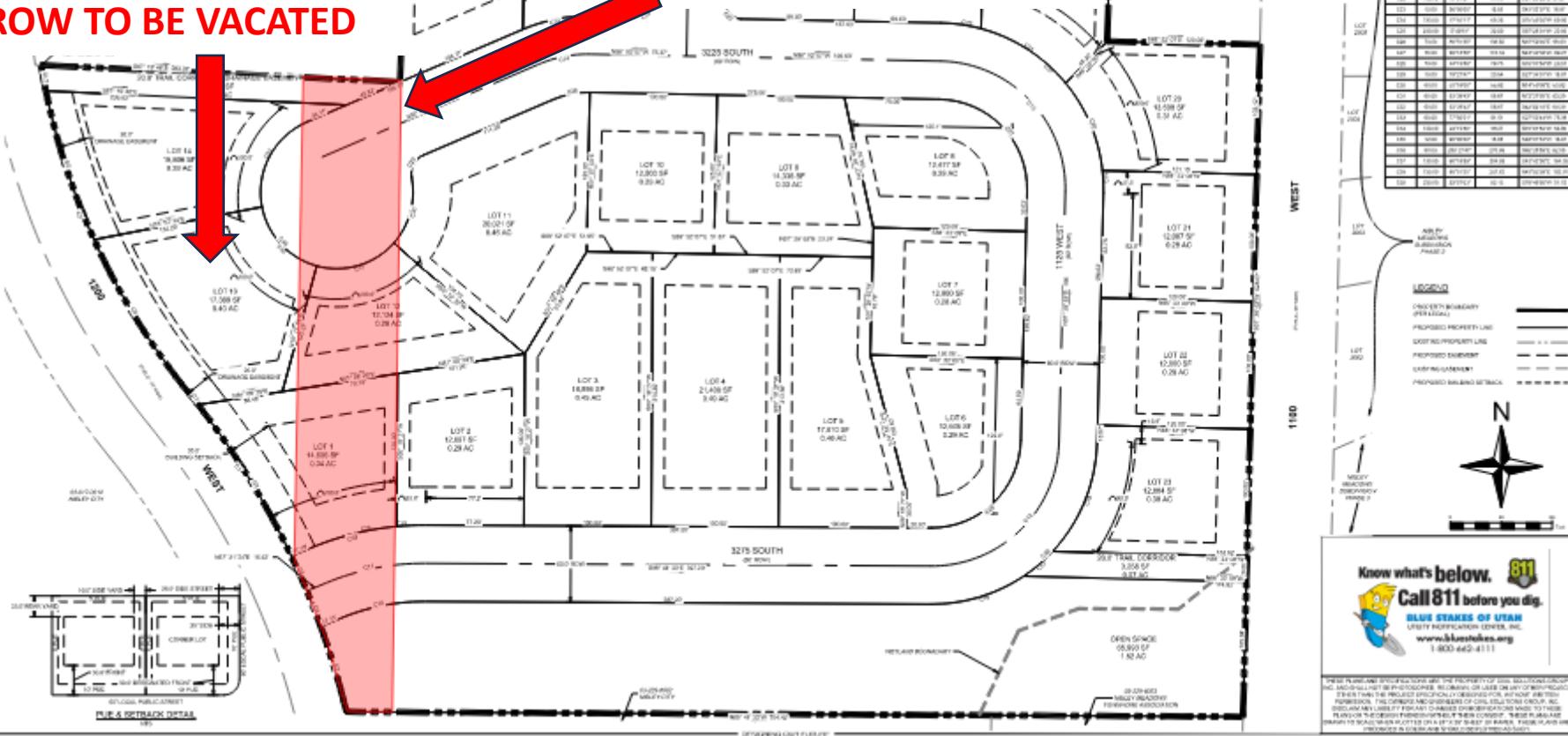


**HAWK HOLLOW SUBDIVISION  
PRELIMINARY PLAT**

SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN,  
NIBLEY CITY, CACHE COUNTY, UTAH

**CITY OWNED  
PROPERTY WEST OF  
ROW TO BE VACATED**

# EXISTING RIGHT OF WAY TO BE VACATED BY THIS ORDINANCE



HAWK HOLLOW  
PRELIMINARY PLAT  
CONDITIONALLY  
APPROVED BY  
PLANNING  
COMMISSION ON  
JANUARY 16, 2025.

HAWK HOLLOW  
DEVELOPMENT IS  
WORKING WITH STAFF  
AND CITY COUNCIL  
ON A LAND SWAP  
AGREEMENT FOR CITY  
PROPERTY WEST OF  
PROPOSED VACATED  
ROW

## Agenda Item #16

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Ordinance 25-05–Development and Land Adjustment Agreement with Nibley Hawk Hollow, LLC for the Hawk Hollow Subdivision for the Adjustment of Boundaries Between City Parcels and the Developer Parcel, located at Approximately 1050 W 3200 S, Setting Forth Terms and Conditions, Including an Exception to NCC 21.12.060(F)(3) Regarding Pedestrian Connectivity (First Reading)
<b>Presenter</b>	Levi Roberts, City Planner
<b>Planning Commission Recommendation</b>	Approval of Ordinance 25-05–Development and Land Adjustment Agreement with Nibley Hawk Hollow, LLC for the Hawk Hollow Subdivision for the Adjustment of Boundaries Between City Parcels and the Developer Parcel, located at Approximately 1050 W 3200 S, Setting Forth Terms and Conditions, Including an Exception to NCC 21.12.060(F)(3) Regarding Pedestrian Connectivity
<b>Staff Recommendation</b>	Approval of Ordinance 25-05–Development and Land Adjustment Agreement with Nibley Hawk Hollow, LLC for the Hawk Hollow Subdivision for the Adjustment of Boundaries Between City Parcels and the Developer Parcel, located at Approximately 1050 W 3200 S, Setting Forth Terms and Conditions, Including an Exception to NCC 21.12.060(F)(3) Regarding Pedestrian Connectivity
<b>Reviewed By</b>	Larry Jacobsen, Mayor Justin Maughan, City Manager Tom Dickinson, City Engineer Levi Roberts, City Planner Joel Yellowhorse, City Attorney Planning Commission

### Background:

Alex Norr, authorized representative of Nibley Hawk Hollow, LLC, owner of parcel 03-018-0015, has proposed a Development and Land Adjustment Agreement which sets terms and conditions for the exchange of land and other provisions in conjunction with the Hawk Hollow Subdivision. Specifically, the following provisions are included in the agreement.

1. The property line shall be adjusted between the currently owned city property and right-of-way that the proposed open space, as displayed on the proposed preliminary plat.

2. The developer shall design and construct a sidewalk which connects the project to the existing sidewalk near the 3200 S 1200 W roundabout beyond the project boundaries.
3. The developer shall design and construct curb, gutter and sidewalk adjacent to the City parcel and install and stub a water line and electrical service to the property.
4. The City shall vacate the right-of-way on 1200 W.
5. The City agrees to grant an exception to NCC 21.12.060(F)(3) regarding pedestrian connectivity on blocks greater than 660 ft.

In addition to these conditions, the City is working with the developer to provide stormwater for the project on a property to the east of 1200 W. The costs of the land transfer and all other proposed improvements are accounted for in the attached table. Although the land value of Nibley City's property is estimated to be \$17,844 greater than the property which Hawk Hollow is dedicating to the City, when taking into account all other proposed improvements, the City is netting \$21,091. Based upon these estimates, Staff has determined that this transfer is in the best interest of the City.

This agreement is necessary to fulfill the conditions of the rezone, exchange land between the City and developer in a fair and equitable manner. The reason it was considered by Planning Commission with a public hearing is because of the proposed exception to Nibley City Code regarding pedestrian connectivity.

# LAND ADJUSTMENT AGREEMENT

This Land Adjustment Agreement (“**Agreement**”) is entered into this day by and between Nibley City, Utah (“**the City**”) and Nibley Hawk Hollow, LLC , a Utah Corporation (“**Developer**”). Collectively, the City and Developer are referred to herein as the “**Parties**” or individually as a “**Party**”.

## RECITALS

**WHEREAS**, The City is the owner of parcels of land located in Cache County that is more particularly described in the property description attached hereto as Parcel 2 and Parcel 3 in Exhibit 1 and that is referred to hereinafter as the “**City Parcels**.”

**WHEREAS**, Developer is the owner of a parcel of land located in Cache County that is more particularly described in the property description attached hereto as Parcel 1 in Exhibit 1 and that are referred to hereafter as the “**Developer Parcel**.”

**WHEREAS**, The City and Developer desire to adjust the boundaries between the City Parcels and the Developer Parcel as part of a mutually beneficial realignment of property lines along with the Developer providing certain improvements to the City.

**NOW, THEREFORE**, in consideration of the mutual promises exchanged herein, the sufficiency of which is acknowledged, the City and Developer agree to perform the boundary line adjustment pursuant to the terms and conditions set forth in this agreement as follows:

## AGREEMENT OF BOUNDARY LINE ADJUSTMENT

Upon execution of this Agreement, the City and Developer shall take all necessary steps to complete the exhibits to and execute the Boundary Line Adjustment Agreement attached as Exhibit 2 hereto (“**Boundary Line Agreement**”) and record the Boundary Line Agreement with Cache County Recorder’s office. The purpose of this Agreement is to adjust the boundaries between the Parties’ respective parcels described in Exhibit 1. Each Party shall retain ownership of its adjusted parcel(s) following the boundary adjustment.

## TERMS AND CONDITIONS

**1. Condition of Property – Developer’s Acknowledgements and Warranties.** Developer acknowledges that it has examined the portions of City Parcel 3 to be adjusted, as described in Exhibit 1, and that the physical condition, soils, geological conditions, and other conditions of the portions of the City Parcel being adjusted to Developer, whether known or unknown, are sufficient and acceptable to Developer’s purposes and intentions for the portions of the City Parcel being adjusted to Developer, and Developer accepts the portions of the City Parcel 3 being adjusted to Developer in its present “as is” physical condition. In doing so, Developer relies wholly on Developer’s own judgment and that of any contractors or inspectors Developer

has engaged to review, evaluate, and inspect the City Parcel being adjusted to the Developer prior to the end of Due Diligence Period, defined herein. Developer further acknowledges and warrants that the portions of the Developer Parcel to be adjusted to City is free of any encumbrances, liens, or other legal disability except those items of record.

**2. Condition of Property – the City’s Acknowledgments and Warranties.** The City acknowledges that it has examined the portions of Developer Parcel 1 to be adjusted to the City, as described in Exhibit 1, and that the physical condition, soils, geological conditions, and other conditions of the portions of the Developer Parcel being adjusted to the City, whether known or unknown, are sufficient and acceptable to the City’s purposes and intentions for the portions of the Developer Parcel being adjusted to the City, and the City intends to receive the portions of Developer Parcel described in Exhibit 1 in their present “as is” physical condition. In doing so, the City relies wholly on the City’s own judgment and that of any contractors or inspectors the City has engaged to review, evaluate, and inspect the Developer Parcel prior to the end of Due Diligence Period, defined herein. The City further acknowledges and warrants that portions of the City Parcel 3 being adjusted to the Developer is free of any encumbrances, liens, or other legal disability, except those of record.

**3. Property Adjustment Closing.** Unless otherwise agreed to in a signed writing, the property adjustment contemplated herein shall occur ten (10) business days after the completion of due diligence, defined below, with the execution of the Boundary Line Agreement. Prior to recording the Boundary Line Agreement with the Cache County recorder, the Parties shall work in good faith and diligently to complete all necessary surveys, legal descriptions, and exhibits to the Boundary Line Agreement. The costs shall be shared equally by the Parties. The City shall work in good faith and diligently to vacate the old 1200 W right of way at its own costs. The Parties shall also work in good faith to complete any boundary adjustment applications with Nibley City with the Parties to share costs equally. Upon completion of all necessary surveys, legal descriptions, exhibits to the Boundary Line Agreement, applications to Nibley City and the vacation of the old 1200 W right of way, the Boundary Line Agreement shall be recorded. In the event the Parties have not been able to complete the conditions for recording within 6 months of the date of this Agreement and neither party has brought an action to enforce this Agreement, either Party may terminate this Agreement and unwind the transaction, each Party to bear its own costs.

A. Due Diligence Period. Both the City and Developer shall have ten (10) business days from the execution date of this Agreement to conduct their inspections and evaluations of the Parcels (“Due Diligence Period”). During this time, either party may terminate this Agreement for any reason without penalty, cost, or liability. Notice of such termination must be made in writing to the other Party before the expiration of the Due Diligence Period.

B. Closing Date. The Closing date shall be ten (10) business days after the end of the Due Diligence Period (“Closing Date”), unless otherwise extended in writing by both parties. Prior to closing, the City agrees to vacate the old 1200 W right of way. Upon completion of all necessary surveys, legal descriptions, and exhibits to the Boundary Line Agreement and the vacation of the old 1200 W right of way, the Boundary Line Agreement shall be recorded.

**4. Conditions of Performance.** The City's obligations under the preceding paragraphs to deliver the portion of City Parcel 3 described in Ex. 1, to the Developer is conditional upon the Developer's delivery of the portion of Developer Parcel 1 described in Ex. 1 to the City as well as for the Developer's agreement to provide for the following improvements to the City:

A. Sidewalk Construction. The Developer shall design and construct a sidewalk beginning from the northernmost and western corner of the Developer Parcel and extending along the southern boundary of 3200 S. This sidewalk will connect to the existing infrastructure at the eastern intersection of the roundabout.

B. Stormwater Improvements. With respect to stormwater construction and the Parcels, the Developer's obligations are limited to ensuring sufficient capacity for the Developer's Parcel's stormwater runoff and upsizing the stormwater pipe beneath 1200 W to a size not exceeding forty-eight (48) inches. The Developer agrees to pay for the road cut, road fill, pavement replacement, and pipe upsizing of the stormwater pipe. The Developer is not required to fund or design any regional stormwater pond beyond these improvements described herein.

C. Curb, Gutter, and Sidewalk. The Developer shall design and construct curbs, gutters, and sidewalks along the southern boundary where the Developer Parcel borders the City Parcel. The Developer agrees to install and stub a water line and electrical service to the City Parcel.

For the improvements Developer agrees to construct in this Agreement, all shall be constructed in accordance with the building codes in place at the time of construction.

The Developer's obligations under the preceding paragraphs to deliver the portion of Developer Parcel 3 in Exhibit 1 to the City is conditional upon the City's delivery of the portion of City Parcel 3, pursuant to the Boundary Line Agreement in Exhibit 2, to the Developer, and for the City to vacate all City owned public ways and city owned easements on the City Parcel prior to the Closing Date.

D. Equal Value. Both Parties agree that the boundary line adjustments result in a fair and equal exchange of land in terms of value. Neither party shall be required to pay any funds to the other to settle any differences in traded value between the respective parcels.

As Part of this Agreement, the City agrees to grant an exception to Nibley City Code 21.12.060(F)(3) requiring a pedestrian connection for blocks longer than 660 feet. Such exception shall only be made for the side of the block adjacent to land dedicated to the City. It is recognized by both parties that the City will need to use its legislative and zoning powers to grant this exception and such powers cannot be delegated. If due to legal incident, such exception to the Nibley City Code cannot be made, both parties agree to negotiate in good faith to amend this agreement, or if no amendment can be made to the satisfaction of both parties, to terminate with all costs being born by each respective party.

As part of this Agreement, Developer agrees to commence construction on Phase 1 before Phase 2, as shown on Exhibit 3. Construction on Phase 2 is shall not impact the potential wetland area as determined by the City until Developer obtains an approved project plan or permit from the Army Corps of Engineers.

**5. Changes during Transfer – Developer.** Developer agrees that from the date of the execution of this Agreement until the recording of the Boundary Line Agreement, none of the following shall occur on the Developer Parcel described in Exhibit 1 without the prior written

consent of the City: a) no changes in any leases, rental, or property management agreement shall be made that shall affect or impact the Developer Parcel; b) no new lease, rental, or property management agreements shall be entered into that shall affect or impact the Developer Parcel; c) no substantial alterations or improvements to the Developer Parcel shall be made or undertaken that shall affect or impact said parcel, with exception to the improvements described as being transferred in Section 4. of this Agreement; d) no further financial encumbrances to the Developer Parcel shall be made that shall affect or impact said parcel; and e) no changes in the legal title to the Developer Parcel shall be made that may affect or impact said parcel.

**6. Changes during Transfer – the City.** The City agrees that from the date of the execution of this Agreement until the recording of the Boundary Line Agreement, none of the following shall occur on the portion of the City Parcels being conveyed as described in Exhibit 1 without the prior written consent of the Developer: a) no changes in any leases, rental, or property management agreement shall be made; b) no new lease, rental, or property management agreements shall be entered into; c) no substantial alterations or improvements to the City Parcels shall be made or undertaken; d) no further financial encumbrances to the City Parcels shall be made; and e) no changes in the legal title to the City Parcels shall be made, except for finalization of the vacation of all City owned public ways and easements as described in Section 4. of this Agreement.

**7. Time is of the Essence.** Time is of the essence for each covenant in this Agreement for which a time to perform is specified.

**8. Authority of signers.** Each individual signing this Agreement on behalf of a corporation, partnership, limited liability company, or other legal entity warrants that he or she is duly authorized to sign and deliver this Agreement on behalf of the entity, either in accordance with a duly adopted resolution of the board of directors or management group of the entity, or in accordance with the bylaws, partnership agreement, operating agreement, or other organizational documents of the entity. Documentation of authority shall be provided on the Closing Date.

**9. Foreign Persons.** Each individual signing this Agreement warrants that no individual or entity which, under the terms of this Agreement, will transfer United States Real Property Interests, as defined in § 897(c) of the Internal Revenue Code, is a “foreign person” within the meaning of § 1445(f) of the Internal Revenue Code.

**10. Attorneys’ Fees.** If either party commences a litigation for the judicial interpretation, reformation, enforcement, or rescission of this Agreement, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorneys’ fees and court and other costs incurred. The “prevailing party” shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys’ fees. No sum for attorneys’ fees shall be counted in calculation the amount of a judgment for the purposes of determining whether a party is entitled to recover its costs or attorneys’ fees.

**11. Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

**12. Entire Agreement.** This Agreement, together with any addenda and any attached exhibits, constitutes the entire agreement between the parties relating to the transaction contemplated herein and supersedes all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, which are expressly merged herein.

**13. Modifications to be in Writing.** No modification, waiver, or discharge of this Agreement shall be valid unless and until the same is in writing and signed by the party against which the enforcement of such modification, waiver, or discharge is or may be sought.

**14. Successors.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective administrators or executors, successors, and assigns.

**15. Electronic Transmission and Counterparts.** Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

THE UNDERSIGNED HAVE READ AND SOUGHT THE ADVICE OF COUNSEL WITH RESPECT TO THE FOREGOING, AND HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

**Developer: Nibley Hawk Hollow, LLC.**

---

Signature – Manager

---

DATE

---

PRINTED NAME – Manager

**Nibley City, Utah**

---

Signature – authorized representative

---

DATE

---

PRINTED NAME – authorized representative

**Exhibit 1**

**PARCEL 1: EXISTING PARCEL 03-018-0015  
(FROM BOOK 2370 PAGE 457)**

ALL OF LOT 10, BLOCK 15 J.W. FOXES SURVEY OF MILLVILLE WEST FIELD SURVEY IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST.

LESS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, THENCE SOUTH 132 FEET; THENCE WEST 120 FEET; THENCE NORTH 132 FEET; THENCE EAST 120 FEET TO BEGINNING.

**PARCEL 2: EXISTING PARCEL 03-229-8002**

ALL OF PARCEL 2 OF NIBLEY MEADOWS SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER.

**PARCEL 3: EXISTING PARCEL 03-017-0012  
(FROM BOOK 1602 PAGE 894)**

A tract of land located in the Southwest Quarter and Southeast Quarter of Section 20, 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 11 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a 5/8" rebar said point being S 89°55'25" W 5306.65 feet (Basis of Bearing) from the East Quarter Corner of said Section 20 monumented with a Brass Cap, thence N 89°55'25" E 2813.50 feet along said section line; thence South 1348.24 feet to the point of beginning and running; thence S 00°42'36" W 718.32 feet along the West right-of-way of 1200 West Street; thence N 89°37'18" W 581.12 feet; thence S 01°10'31" W 40.36 feet; thence 130.87 feet along a non-tangential curve to the left having a radius of 150.00 feet, a central angle of 49°59'18", and a chord which bears N 23°49'08" W 126.76 feet; thence N 38°50'36" E 157.76 feet; thence N 66°58'59" E 106.97 feet; thence N 41°35'16" E 96.29 feet; thence N 08°58'52" E 91.71 feet; thence N 21°32'02" W 156.34 feet to the south boundary of Parcel 03-017-0022; thence along said parcel the next two courses; (1) thence S 89°03'25" E 221.96 feet; (2) thence N 01°00'10" E 178.26 feet; thence S 87°33'02" B 198.91 feet to the point of beginning, containing a total of 292,606 sf or 6.72 acres, more or less, of which 21,299 sf is considered part of the slough.

**Exhibit 2**

WHEN RECORDED, MAIL TO:

**Joel Yellowhorse, Esq.**  
Johnson & Yellowhorse, LLC  
P.O. Box 831  
Pleasant Grove, UT 84062

**Alex Norr**  
Nibley Hawk Hollow, LLC  
95 W 100 S #340  
Logan, UT 84321

Parcel I.D. #s  
03-018-0015  
03-229-8002  
03-017-0012

### **BOUNDARY LINE ADJUSTMENT**

This Boundary Line Adjustment (“Agreement”) made this \_\_\_\_ day of February 2025, between Nibley City, Utah, (“Nibley City”) and Nibley Hawk Hollow, LLC (“Hawk Hollow”). Collectively, Nibley City and Hawk Hollow are referred to herein as the “Parties” or individually as a “Party”. The Parties, respectively, each being duly sworn, deposes and says:

#### **RECITALS**

A. Nibley City is the fee simple owner of certain real property in Cache County, State of Utah, more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “City Parcel”).

B. Hawk Hollow, is the fee simple owner of certain real property in Cache County, State of Utah, more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference (the “Hawk Hollow Parcel”). Collectively, City Parcel and Hawk Hollow Parcel are referred to herein as the “Parcels”.

C. The Parties desire to enter into this Agreement in order to adjust the boundaries between the Parcels and to forever determine and establish the common boundary lines among the Parcels.

D. The Parties have agreed to recognize the boundary line to be as described on Exhibit "C" as the true boundary between their respective Parcels in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Confirmation of Parcel Boundary Line. The Parties state, confirm and agree that that the location of the parcel boundary line between the Parcels shall be adjusted to the line as described on Exhibit "C" attached hereto. Each Party covenants not to sue any other party hereto for any claim asserting rights or ownership in the real property of any other party hereto based on adverse possession or otherwise.

2. For ease of reference, Exhibit "D" attached hereto is a portion of the survey prepared by Civil Solutions Group, dated 10-15-24 which depicts the Boundary Line.

3. Further Assurances. Each Party agrees to cooperate with the other (the "Requesting Party") in the event the Requesting Party shall reasonably request additional written assurances to confirm the location of the Boundary Line, provided any expenses arising from such request shall be borne by the Requesting Party.

4. Enforceability. Each Party agrees that a breach of this Agreement will cause irreparable harm to the other Party and that the non-breaching Party shall have the right to enforce this Agreement by specific performance, which right shall be cumulative with all other rights and remedies. In the event that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby, and in lieu of such provision, there shall be added a provision as similar in terms as such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Binding Effect/Recording in the Real Estate Records. This Agreement is intended to run with the Parties' respective Parcels and bind the Parties to this Agreement, as well as their respective legal and personal representatives, heirs, assigns, successors-in-interest, executors, and administrators. The Parties acknowledge this Agreement shall be recorded in the official records of the office of the County Recorder for Cache County, State of Utah.

6. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Hawk Hollow Parcel to or for the general public or for any public purpose whatsoever, it being the intent of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

7. Authority. The undersigned represent and warrant that each of them are duly authorized to execute this Agreement. The undersigned further represent and warrant that this

Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

8. No Relinquishment of Rights. Except for the boundary line adjustment nothing contained in this Agreement shall be construed as transferring, granting, conveying, or relinquishing any Party's easement rights or interests of record with the office of the County Recorder for Cache County, State of Utah.

9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of \_\_\_\_\_, 2025.

HAWK HOLLOW LLC

By: \_\_\_\_\_

STATE OF UTAH                    )  
COUNTY OF CACHE                ) ss.

On the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_, personally appeared before me \_\_\_\_\_, on behalf of Hawk Hollow, who duly acknowledged to me that he executed the foregoing Boundary Line Agreement in this authorized and stated capacity.

\_\_\_\_\_  
Notary Public

NIBLEY CITY

By: \_\_\_\_\_

STATE OF UTAH                    )  
COUNTY OF CACHE                ) ss.

On the \_\_\_\_ day of \_\_\_\_ 202\_\_\_\_\_, personally appeared before me \_\_\_\_\_, on behalf of Nibley City, who duly acknowledged to me that he executed the foregoing Boundary Line Agreement in this authorized and stated capacity.

---

Notary Public

**EXHIBIT “A”**

Nibley City Parcel

**EXISTING PARCEL 03-229-8002**

ALL OF PARCEL 2 OF NIBLEY MEADOWS SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER.

**EXISTING PARCEL 03-017-0012  
(FROM BOOK 1602 PAGE 894)**

A tract of land located in the Southwest Quarter and Southeast Quarter of Section 20, Township 1 1 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the West Quarter Comer of Section 20, Township 1 1 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a 5/8" rebar said point being S 89°55'25" W 5306.65 feet (Basis of Bearing) from the East Quarter Corner of said Section 20 monumented with a Brass Cap, thence N 89°55'25" E 2813.50 feet along said section line; thence South 1348.24 feet to the point of beginning and running; thence S 00°42'36" W 718.32 feet along the West right-of-way of 1200 West Street; thence N 89°37'18" W 581.12 feet; thence S 01°10'31" W 40.36 feet; thence 130.87 feet along a non-tangential curve to the left having a radius of 150.00 feet, a central angle of 49°59'1 8", and a chord which bears N 23°49'08" W 126.76 feet; thence N 38°50'36" E 157.76 feet; thence N 66°58'59" E 106.97 feet; thence N 41°35'16" E 96.29 feet; thence N 08°58'52" E 91.71 feet; thence N 21°32"02" W 156.34 feet to the south boundary of Parcel 03-01 7-0022; thence along said parcel the next two courses; (1) thence S 89°03'25" E 221.96 feet; (2) thence N 01°00'10" E 178.26 feet; thence S 87°33'02" B 198.91 feet to the point of beginning, containing a total of 292,606 sf or 6.72 acres, more or less, of which 21,299 sf is considered part of the slough.

**EXHIBIT “B”**

Hawk Hollow Parcel

**EXISTING PARCEL 03-018-0015  
(FROM BOOK 2370 PAGE 457)**

ALL OF LOT 10, BLOCK 15 J.W. FOXES SURVEY OF MILLVILLE WEST FIELD SURVEY IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST.

LESS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, THENCE SOUTH 132 FEET; THENCE WEST 120 FEET; THENCE NORTH 132 FEET; THENCE EAST 120 FEET TO BEGINNING.

**EXHIBIT “C”**

## **PROPOSED LEGAL DESCRIPTIONS**

### **PROPOSED PARCEL 03-018-0015:**

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

Beginning at a point on the south right-of-way line of 3200 South Street and the northwest corner of Parcel 03-018-0028 located N89°51'19"W 1,841.55 feet and South 1,237.52 feet from the East 1/4 Corner of Section 20, T11N, R1E, SLB&M; thence along said parcel the following 2 (two) courses and distances: (1) S1°26'52"W 132.00 feet; (2) thence S88°52'07"E 120.00 feet to the west right-of-way line of 1100 West Street; thence S1°26'52"W along said right-of-way line 402.11 feet; thence N88°33'08"W 152.60 feet; thence southwesterly along the arc of a 130.00 foot radius non-tangent curve (radius bears: N47°03'35"W) to the right 107.47 feet through a central angle of 47°22'02" (chord: S66°37'26"W 104.44 feet); thence N89°41'33"W 397.20 feet; thence southwesterly along the arc of a 170.00 foot radius curve to the left 68.10 feet through a central angle of 22°57'03" (chord: S78°49'56"W 67.64 feet); thence S67°21'24"W 17.15 feet to the east right-of-line of 1200 West street; thence along said east line the following 3 (three) courses and distances: (1) northwesterly along the arc of a 636.00 foot radius non-tangent curve (radius bears: S70°03'34"W) to the left 211.73 feet through a central angle of 19°04'27" (chord: N29°28'39"W 210.75 feet) to a point of reverse curvature; (2) thence northwesterly along the arc of a 554.00 foot radius curve to the right 284.22 feet through a central angle of 29°23'41" (chord: N24°19'02"W 281.12 feet); (3) thence N27°00'26"W 1.45 feet to the south line of Parcel: 03-018-0035; thence along said Parcel the following 2 (two) course and distances; (1) thence S87°19'48"E 283.07 feet; (2) thence N0°55'52"E 174.71 feet to the south line of 3200 South Street; S88°52'07"E along said south line 555.95 feet to the point of beginning.

Contains: 10.17 acres

### **PROPOSED PARCEL 03-229-8002:**

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

Beginning at a point located N89°51'19"W 1,841.55 feet and South 1,237.52 feet to the south right-of-way line of 3200 South Street and the northeast corner of Parcel: 03-018-0028 and southerly along said parcel the following 2 (two) courses and distances; (1) S1°26'52"W 132.00 feet and (2) and S88°52'07"E 120.00 feet and S1°26'52"W 402.11 feet from the East 1/4 Corner of Section 20, T11N, R1E, SLB&M to the point of beginning; thence S1°26'52"W 125.96 feet to the north line of NIBLEY MEADOWS Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N89°41'33"W along said plat 197.71 feet to the northeast corner of Parcel 2 of said Subdivision; thence along said Parcel 2 the following 12 (twelve) courses and distances: (1) S1°14'12"W 22.21 feet; (2) thence N89°21'39"E 197.73 feet; (3) thence S1°26'52"W 5.00 feet; (4) thence S89°21'39"W 197.71 feet; (5) thence S1°14'12"W 271.55 feet; (6) thence S89°11'45"E 27.96 feet; (7) thence S1°14'34"W 73.16 feet; (8) thence southwesterly along

the arc of a 230.00 foot radius non-tangent curve (radius bears: S4°56'47"E) to the left 36.88 feet through a central angle of 9°11'15" (chord: S80°27'36"W 36.84 feet); (9) thence S75°51'58"W 83.34 feet; (10) thence southwesterly along the arc of a 170.00 foot radius curve to the right 44.32 feet through a central angle of 14°56'17" (chord: S83°20'06"W 44.20 feet); (11) thence N89°11'45"W 337.75 feet; (12) thence N0°55'52"E 401.67 feet; thence N89°41'33"W 34.39 feet to the east right-of-way line of 1200 West Street; thence northwesterly along said east line and along the arc of a 636.00 foot radius non-tangent curve (radius bears: S76°21'56"W) to the left 70.00 feet through a central angle of 6°18'21" (chord: N16°47'15"W 69.96 feet); thence N67°21'24"E 17.15 feet; thence northeasterly along the arc of a 170.00 foot radius curve to the right 68.10 feet through a central angle of 22°57'03" (chord: N78°49'56"E 67.64 feet); thence S89°41'33"E 397.20 feet; thence northeasterly along the arc of a 130.00 foot radius curve to the left 107.47 feet though the central angle of 47°22'02" (chord: N66°37'26"E 104.44 feet); thence S88°33'08"E 152.60 feet to the point of beginning.

Contains: 5.99 acres

#### **PROPOSED PARCEL 03-017-0012:**

A portion of the SE1/4 & SW1/4 of Section 20, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Nibley, Utah, more particularly described as follows:

Beginning at a point located on the south line of Parcel: 03-017-0030, located N89°51'19"W 2,697.05 feet and South 1,339.48 feet from the East 1/4 Corner of Section 20, T11N, R1E, SLB&M; thence S87°08'56"E along the south line of said Parcel 3.80 feet to the northwest corner of Parcel: 03-018-0035; thence along said Parcel the following 3 (three) courses and distances: (1) southeasterly along the arc of a 119.62 foot radius non-tangent curve (radius bears: N88°37'21"E) to the left 11.40 feet through a central angle of 5°27'45" (chord: S4°06'31"E 11.40 feet); (2) thence southeasterly along the arc of a 416.27 foot radius non-tangent curve (radius bears: N84°59'52"E) to the left 39.33 feet through a central angle of 5°24'51" (chord: S7°42'33"E 39.32 feet); (3) thence S87°19'48"E 4.17 feet to the east right-of-way line of 1200 West Street; thence along said right-of-way line the following 3 (three) courses and distances: (1) S27°00'26"E 1.45 feet; (2) thence southeasterly along the arc of a 554.00 foot radius non-tangent curve (radius bears: N80°22'49"E) to the left 284.22 feet through a central angle of 29°23'41" (chord: S24°19'02"E 281.12 feet) to a point of reverse curvature; (3) thence southeasterly along the arc of a 636.00 foot radius curve to the right 110.71 feet through a central angle of 9°58'24" (chord: S34°01'40"E 110.57 feet); thence S0°55'52"W 847.47 feet to the northeast corner of NIBLEY FARMS Subdivision, Phase 4, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N88°52'08"W along said Plat 585.30 feet to a point on the east line of ZOLLINGER ACRES Subdivision, Phase 4, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N1°23'47"E along said Plat and along the east line of Phase 7 of said Subdivision 474.01 feet to a point on the east line of ZOLLINGER ACRES Subdivision, Phase 7, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence along said Plat the following 2 (two) courses and distances: (1) northwesterly along the arc of a 150.00 foot radius curve to the left 130.86 feet through a

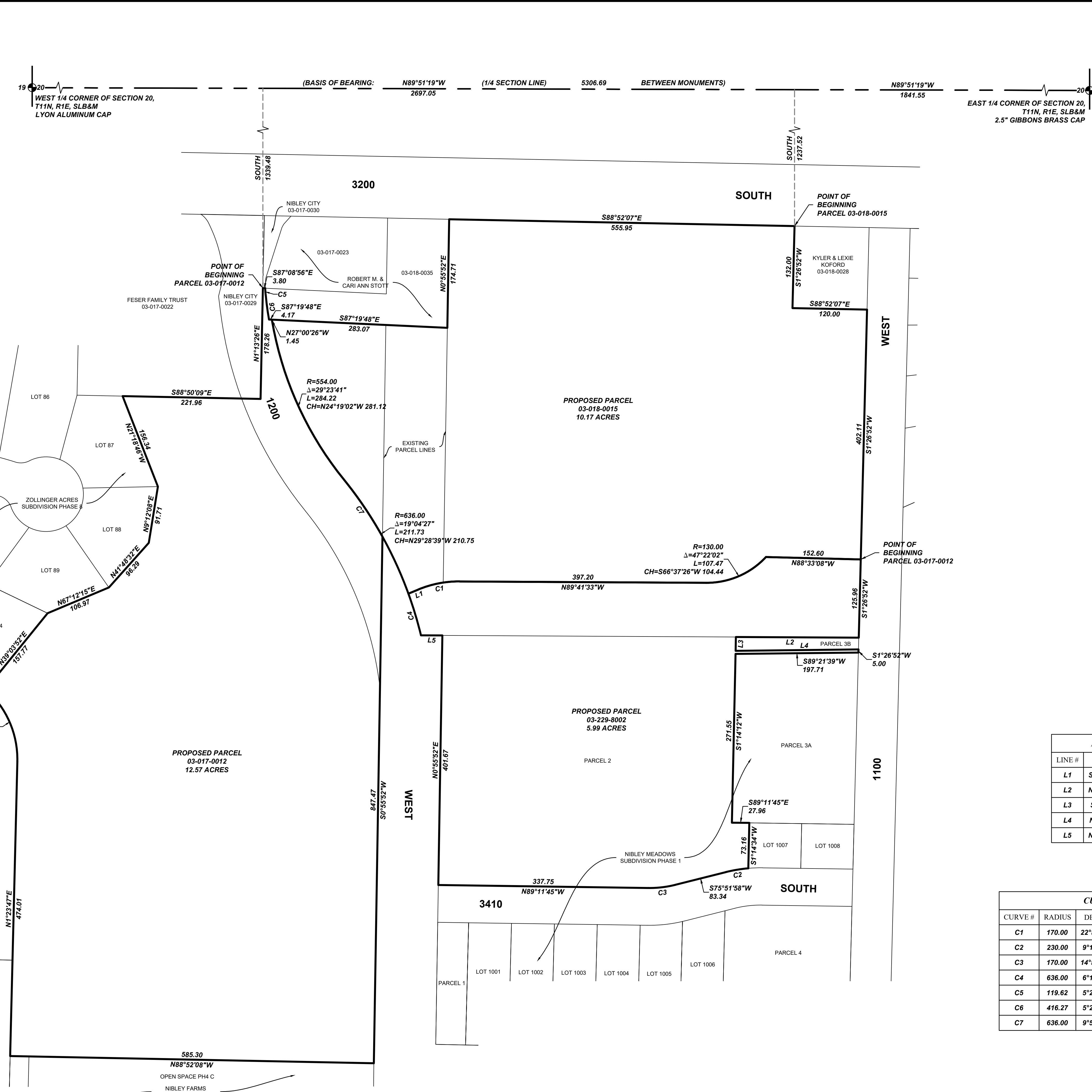
central angle of 49°59'06" (chord: N23°35'44"W 126.75 feet); (2) thence N39°03'52"E 157.77 feet to the southerly corner of ZOLLINGER ACRES Subdivision, Phase 8, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence along said Plat the following 4 (four) courses and distances: (1) N67°12'15"E 106.97 feet; (2) thence N41°48'32"E 96.29 feet; (3) thence N9°12'08"E 91.71 feet; (4) thence N21°18'46"W 156.34 feet to the south line of Parcel: 03-017-0022; thence S88°50'09"E along said south line and along the south line of Parcel: 03-017-0029 221.96 feet to the southeast corner of Parcel: 03-017-0029; thence N1°13'26"E along said Parcel 178.26 feet to the point of beginning.

Contains: 12.57 acres

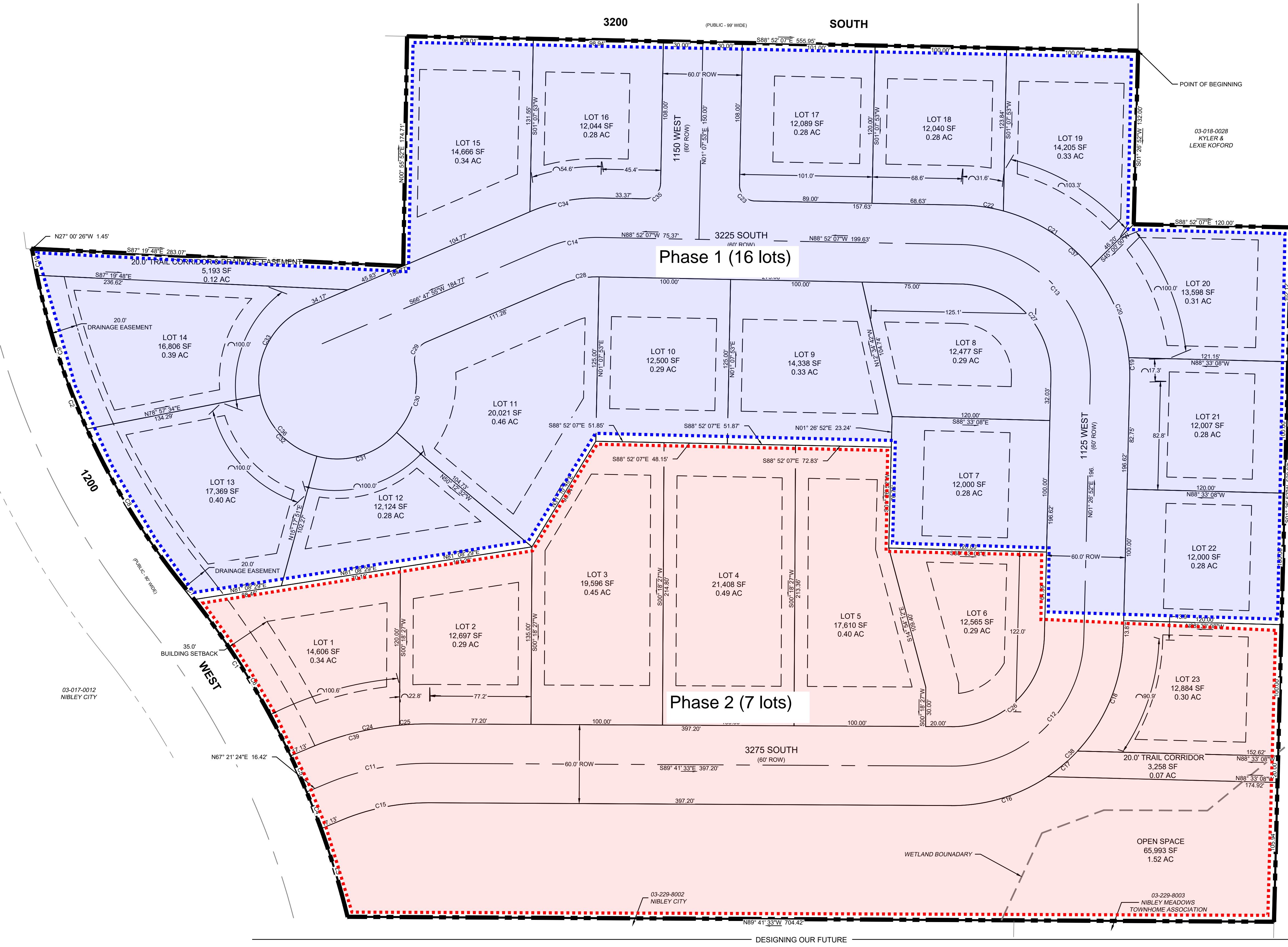
**Exhibit “D”**



VICINITY MAP  
NTS



**Exhibit 3**



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## Agenda Item #17

<b>Description</b>	<b>Discussion &amp; Consideration:</b> Boundary Line Adjustment Affecting Parcels 03-018-0015, 03-229-8002 and 03-017-0012 Between Nibley City and Nibley Hawk Hollow, LLC
<b>Presenter</b>	Levi Roberts, City Planner
<b>Staff Recommendation</b>	Recommend approval of Boundary Line Adjustment Affecting Parcels 03-018-0015, 03-229-8002 and 03-017-0012 Between Nibley City and Nibley Hawk Hollow, LLC
<b>Reviewed By</b>	Larry Jacobsen, Mayor Justin Maughan, City Manager Tom Dickinson, City Engineer Joel Yellowhorse, City Attorney Levi Roberts, City Planner

### **Background:**

In order to fulfill the terms of the agreement enacted by Ordinance 25-05, a Boundary Line Adjustment is necessary to formally transfer land ownership, which would allow Hawk Hollow to subdivide the property and for Nibley City to develop the additional park property in conjunction with the Nibley Meadows Subdivision park space.

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## Agenda Item #18 & 19

<b>Description</b>	<b>Public Hearing:</b> Ordinance 25-10—Amendments to Nibley City Code 15.02.040 Statement of Charges; Delinquency  <b>AND</b> <b>Discussion &amp; Consideration:</b> Ordinance 25-10—Amendments to Nibley City Code 15.02.040 Statement of Charges; Delinquency (First Reading)
<b>Presenter</b>	Wendy Lindberg, Utility Billing Specialist
<b>Staff Recommendation</b>	Move to approve Ordinance 25-10—Amendments to Nibley City Code 15.02.040 Statement of Charges; Delinquency and waive the second reading
<b>Reviewed By</b>	Larry Jacobsen, Mayor Justin Maughan, City Manager Cheryl Bodily, City Recorder Wendy Lindberg, Utility Billing Specialist Talon Bigelow, Office Specialist

### Background:

Our current policy allows water service to remain active for up to 70 days of delinquency before shut-off. Staff is proposing to reduce this period to 40 days after the billing date. The primary reason for this change is that Nibley City currently bears the financial burden of delinquent accounts. For example, a few months ago, a customer who was over 70 days past due declared bankruptcy, leaving the city with an unpaid balance of over \$700 that staff won't be able to recoup. Staff has done some research and learned that Nibley City is significantly more lenient than other municipalities, some of which enforce shut-offs after just 30 days. Staff understands that some customers may find it challenging to catch up on their bills, however a six-month period to ease the transition is provided. By shortening the delinquency period, we ensure greater financial responsibility from customers while alleviating the burden on the city. At this time our shut off date is the second Tuesday of the month. By reducing the delinquency period, we can move the shut off day to better align with our billing date. The following is how the billing dates and shut off dates will align taking into account non-shut off days (Thursday, Friday, Saturday, Sunday and holidays).

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## ORDINANCE 25-10

### AMENDMENTS TO NIBLEY CITY CODE 15.02.040 STATEMENT OF CHARGES; DELINQUENCY

WHEREAS, the Nibley City Council desires Nibley residents to pay for their provided utilities in a prompt manner to avoid late fees and assessed penalties; and

WHEREAS, pursuant to Utah Code Annotated § 73-1-21 (1)(b), the Nibley City Council encourages residents to adopt sound conservation practices to reduce culinary water usage, thereby helping to lower the assessed amount on their utility bills.

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

1. Nibley City Code 15.02.040 STATEMENT OF CHARGES; DELINQUENCY is hereby amended as presented in the attached "Exhibit A".
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance or part thereof.
3. Should any provision, clause, or paragraph of this ordinance, or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

PASSED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

---

Larry Jacobsen, Mayor

ATTEST: \_\_\_\_\_  
Cheryl Bodily, City Recorder

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## EXHIBIT A

### 15.02.040 Statement Of Charges; Delinquency

- A. Statement: The ~~designated Nibley City staff member~~~~city treasurer or public works director~~ shall furnish to each ~~utility account holder~~~~user~~, by means of ~~mailing or mail to, electronic delivery, and/or physical delivery to the holder's~~~~user's~~ ~~leave at his~~ place of residence or usual place of business, a written or printed statement stating thereon the amount of ~~utility~~~~water~~ service charges assessed against ~~the utility account holder~~~~him~~ once each month or at such other regular interval as the city council shall direct. The statement shall specify the amount of the bill for ~~all city provided utility~~~~the water~~ services, ~~any assessed late fees and penalties, and~~ the place of payment, and date due.
- B. Failure To Pay: The ~~furnished~~ statement shall specify the amount of the bill for ~~all city provided utility~~~~the water~~ services, ~~any assessed late fees and penalties, and~~ the place of payment, and date due. If any ~~utility account holder~~~~person~~ fails to pay the ~~full balance due on the statement~~~~water charges~~ within ~~twenty~~~~thirty~~ (320) days of the ~~billing date~~~~date due~~, the ~~utility account~~ will be considered delinquent. All delinquent utility accounts shall be assessed late fees and penalties in accordance with the adopted Nibley City Consolidated Fee Schedule. Any utility account holder that fails to pay the full delinquent balance within forty (40) days of the billing date shall be subject to termination of city provided utility services. The ~~designated Nibley City staff member~~~~city treasurer or public works director~~ shall ~~furnish to each utility account holder~~ subject to termination, by means of mailing, electronic delivery, and/or physical delivery to the holder's place of residence or usual place of business, a written or printed ~~give the customer utility service termination~~ notice ~~ten (10)~~ calendar days prior to a proposed termination of city provided utility services. At such time as the delinquent balance is paid in full, the utility account shall no longer be subject to termination unless delinquency occurs at a later date. Termination from city provided utility services due to delinquency shall not take place on Thursdays, Fridays, Saturdays, Sundays, or any officially recognized Federal and/or Utah State holidays. ~~in writing of intent to discontinue the service to the customer unless the customer pays the bill in full within five (5) days from the date of notice.~~
- C. Discontinued Service: If the ~~city provided utility~~~~water~~ services ~~are~~~~is~~ thereafter ~~terminated~~~~discontinued~~ due to delinquency for failure to make payment, the ~~utility~~ account holder must pay all delinquent assessed utility charges, late fees, and penalties to the city or make arrangements for their payment in a manner satisfactory to the city before the city provided utility services shall again be reinstated. ~~then before the water service to the premises shall again be provided, all delinquent water charges must have been paid to the city treasurer or arrangements made for their payment in a manner satisfactory to the city. In the event water is turned off for nonpayment of water charges, then before the water service to the premises shall again be provided, the customer shall pay, in addition to all delinquent water charges, such extra charge for turning the water on and off as the city council may have established by resolution. Until such a resolution has been adopted, there shall be added an extra charge as listed on the current approved Consolidated Fee Schedule for turning on the water.~~ Furthermore, in addition to such payments and penalties, a delinquent ~~utility account holder~~~~customer~~ may be required to

make and file a new utility service agreement with the city~~application and deposit if the previous deposit has theretofore been applied to the payment of delinquent bills~~. The city manager, city treasurer, or city recorder is hereby authorized and empowered to enforce the payment of all delinquent water charges by an action at law in the name of the city.

D. Discount for Deployed Military Personnel: Upon presentation of proof of remote military deployment by the utility account holder, Nibley City will waive half of the total utility bill, excluding late fees and penalties, for the duration of the remote deployment. This would include assessed fees for culinary water, wastewater, garbage, recycling, green waste, radio, 911, and stormwater. The waiver shall only be given if the deployed service member is an account holder. The waiver shall only remain in effect if the utility account is up-to-date. If the account becomes s~~twenty (20) calendar days~~~~30 days~~ delinquent, the waiver shall be forfeited and regular billing will resume.

## WM BILL HISTORY

			Waste Management		Nibley City				
Bill Due Date	Service	Service Fee	Quantity	Fees	Quantity	Fees	QTY DIFF	Fees Difference	Nibley City
2/2/2024	64 Gallon Trash Bin	\$15.00	394	\$5,910.00	588	\$8,820.00	194	\$2,910.00	Under Charged
	Green Waste	\$5.00	821	\$4,105.00	872	\$4,360.00	51	\$255.00	Under Charged
	Additional 96 Gal	\$8.25	17	\$140.25	117	\$965.25	100	\$825.00	Under Charged
	96 Gallon Trash Bin	\$15.99	1892	\$30,253.08	1623	\$25,951.77	-269	(\$4,301.31)	Over Charged
	Additional Recycling Can	\$3.00	2	\$6.00	24	\$72.00	22	\$66.00	Under Charged
	Recycling Can	\$5.00	2284	\$11,420.00	2208	\$11,040.00	-76	(\$380.00)	Over Charged
	Total		5410	\$51,834.33	5432	\$51,209.02	22	(\$625.31)	Over Charged

1/2/2024	64 Gallon Trash Bin	\$15.00	394	\$5,910.00	587	\$8,805.00	193	\$2,895.00	Under Charged
	Green Waste	\$5.00	821	\$4,105.00	874	\$4,370.00	53	\$265.00	Under Charged
	Additional 96 Gal	\$8.25	13	\$107.25	117	\$965.25	104	\$858.00	Under Charged
	96 Gallon Trash Bin	\$15.99	1884	\$30,125.16	1611	\$25,759.89	-273	(\$4,365.27)	Over Charged
	Additional Recycling Can	\$3.00	2	\$6.00	44	\$132.00	42	\$126.00	Under Charged
	Recycling Can	\$5.00	2277	\$11,385.00	2178	\$10,890.00	-99	(\$495.00)	Over Charged
	Total		5391	\$51,638.41	5411	\$50,922.14	20	(\$716.27)	Over Charged

12/4/2023	64 Gallon Trash Bin	\$15.00	393	\$5,895.00	587	\$8,805.00	194	\$2,910.00	Under Charged
	Green Waste	\$5.00	820	\$4,100.00	874	\$4,370.00	54	\$270.00	Under Charged
	Additional 96 Gal	\$8.25	9	\$74.25	117	\$965.25	108	\$891.00	Under Charged
	96 Gallon Trash Bin	\$15.99	1876	\$29,997.24	1611	\$25,759.89	-265	(\$4,237.35)	Over Charged
	Additional Recycling Can	\$3.00	2	\$6.00	44	\$132.00	42	\$126.00	Under Charged
	Recycling Can	\$5.00	2268	\$11,340.00	2178	\$10,890.00	-90	(\$450.00)	Over Charged
	Total		5368	\$51,412.49	5411	\$50,922.14	43	(\$490.35)	Over Charged

11/2/2023	64 Gallon Trash Bin	\$15.00	572	\$8,580.00	591	\$8,865.00	19	\$285.00	Under Charged
	Green Waste	\$5.00	923	\$4,615.00	880	\$4,400.00	-43	(\$215.00)	Over Charged
	Additional 96 Gal	\$8.25	110	\$907.50	111	\$915.75	1	\$8.25	Under Charged
	96 Gallon Trash Bin	\$15.99	1611	\$25,759.89	1611	\$25,759.89	0	\$0.00	Under Charged
	Additional Recycling Can	\$3.00	0	\$0.00	44	\$132.00	44	\$132.00	Under Charged
	Recycling Can	\$5.00	2206	\$11,030.00	2182	\$10,910.00	-24	\$120.00	Under Charged
	Total		5422	\$50,892.39	5419	\$50,982.64	-3	\$90.25	Under Charged

**(\$1,741.68) Over Charged**

Billing Date	Scheduled Shut Off Date	Days	Actual Shut Off Date	Grace Days
Wednesday, January 1, 2025	Monday, February 10, 2025	40	Monday, February 10, 2025	0
Saturday, February 1, 2025	Thursday, March 13, 2025	40	Monday, March 17, 2025	4
Saturday, March 1, 2025	Thursday, April 10, 2025	40	Monday, April 14, 2025	4
Tuesday, April 1, 2025	Sunday, May 11, 2025	40	Monday, May 12, 2025	1
Thursday, May 1, 2025	Tuesday, June 10, 2025	40	Tuesday, June 10, 2025	0
Sunday, June 1, 2025	Friday, July 11, 2025	40	Monday, July 14, 2025	3
Tuesday, July 1, 2025	Sunday, August 10, 2025	40	Monday, August 11, 2025	1
Friday, August 1, 2025	Wednesday, September 10, 2025	40	Wednesday, September 10, 2025	0
Monday, September 1, 2025	Saturday, October 11, 2025	40	Monday, October 13, 2025	2
Wednesday, October 1, 2025	Monday, November 10, 2025	40	Monday, November 10, 2025	0
Saturday, November 1, 2025	Thursday, December 11, 2025	40	Monday, December 15, 2025	4
Monday, December 1, 2025	Saturday, January 10, 2026	40	Monday, January 12, 2026	2
Thursday, January 1, 2026	Tuesday, February 10, 2026	40	Tuesday, February 10, 2026	0
Sunday, February 1, 2026	Friday, March 13, 2026	40	Monday, March 16, 2026	3
Sunday, March 1, 2026	Friday, April 10, 2026	40	Monday, April 13, 2026	3
Wednesday, April 1, 2026	Monday, May 11, 2026	40	Monday, May 11, 2026	0
Friday, May 1, 2026	Wednesday, June 10, 2026	40	Wednesday, June 10, 2026	0
Monday, June 1, 2026	Saturday, July 11, 2026	40	Monday, July 13, 2026	2
Wednesday, July 1, 2026	Monday, August 10, 2026	40	Monday, August 10, 2026	0
Saturday, August 1, 2026	Thursday, September 10, 2026	40	Monday, September 14, 2026	4
Tuesday, September 1, 2026	Sunday, October 11, 2026	40	Monday, October 12, 2026	1
Thursday, October 1, 2026	Tuesday, November 10, 2026	40	Tuesday, November 10, 2026	0
Sunday, November 1, 2026	Friday, December 11, 2026	40	Monday, December 14, 2026	3
Tuesday, December 1, 2026	Sunday, January 10, 2027	40	Monday, January 11, 2027	1

### Total Days Past Due

Days	Instances	%
40	40	9 38%
44	41	4 17%
44	42	3 13%
41	43	4 17%
40	44	4 17%
41		<hr/> 24 100%

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## Agenda Item #20

<b>Description</b>	<b>Workshop:</b> Water Rate
<b>Presenter</b>	Justin Maughan, City Manager
<b>Staff Recommendation</b>	
<b>Reviewed By</b>	Justin Maughan, City Manager Tom Dickinson, City Engineer Steve Eliason, Public Works Director Jared Pratt, Water Division Manager

### **Background:**

Staff has been engaged for some time in designing a new drinking water supply well, per the latest water master plan. As part of that project, a water rate analysis and forecast model has been prepared. The model shows that an increase in the water rate is warranted. Staff would like to show the Council a brief presentation about the rate and the model. Staff will present a couple of different options/strategies on changing the rate and are looking for direction from the Council on how they would like to proceed.

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# Nibley City Water Rate Workshop

Justin Maughan, PE

Nibley City Manager

January 30, 2025

# History of Nibley City Water Rate

1997

- Base Rate \$7.50 usage was \$0.80 per thousand

2004

- Base Rate \$8.50 usage \$0.85 per thousand

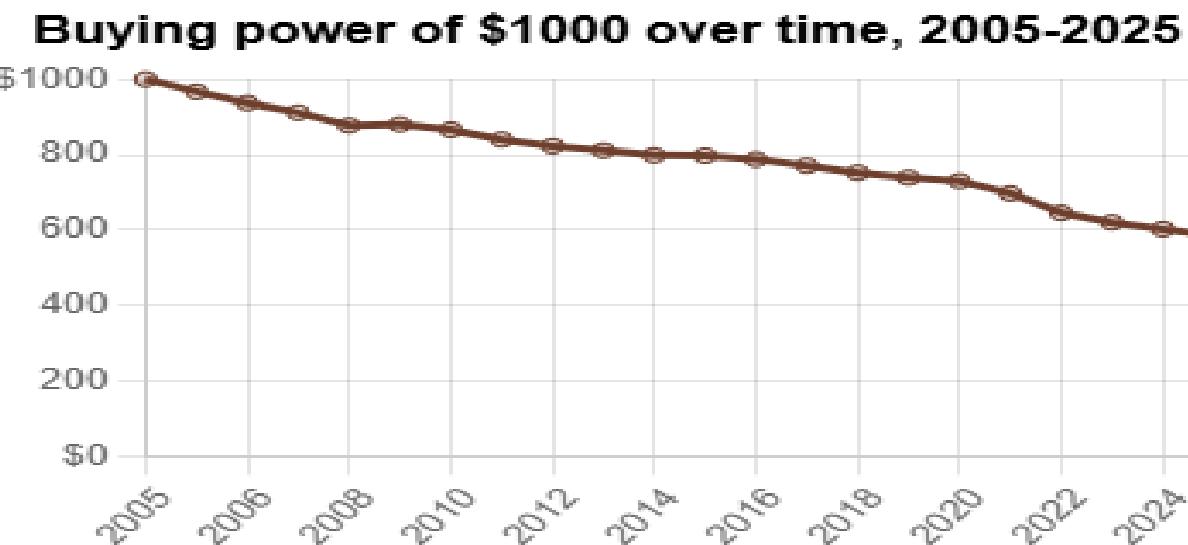
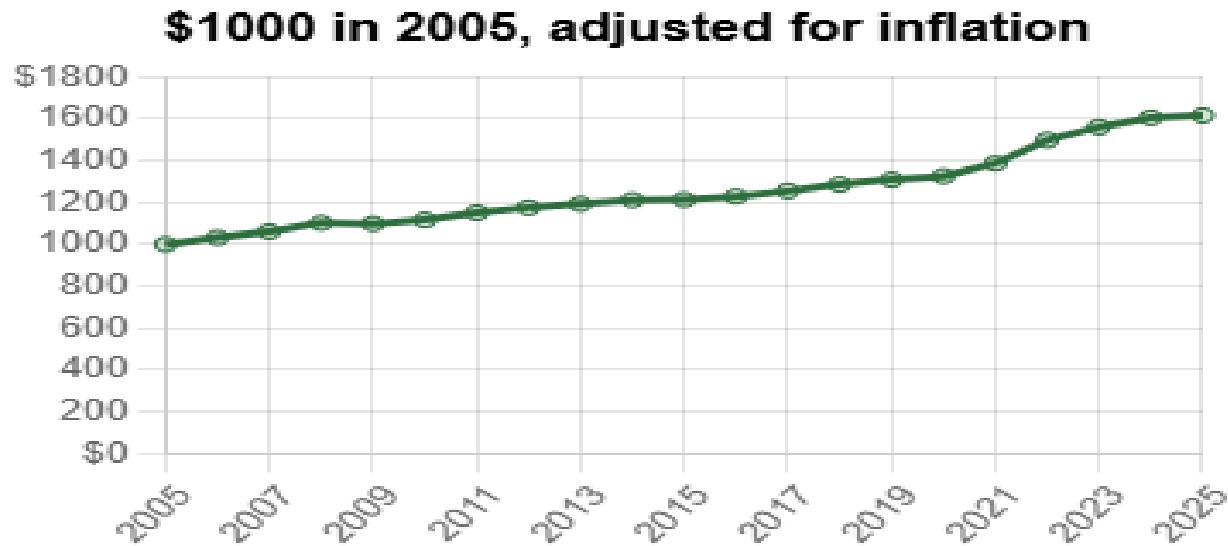
2005

- Base Rate 10.50 usage was \$0.90 per thousand

2020 Rate was restructured to comply with state law (tiered)

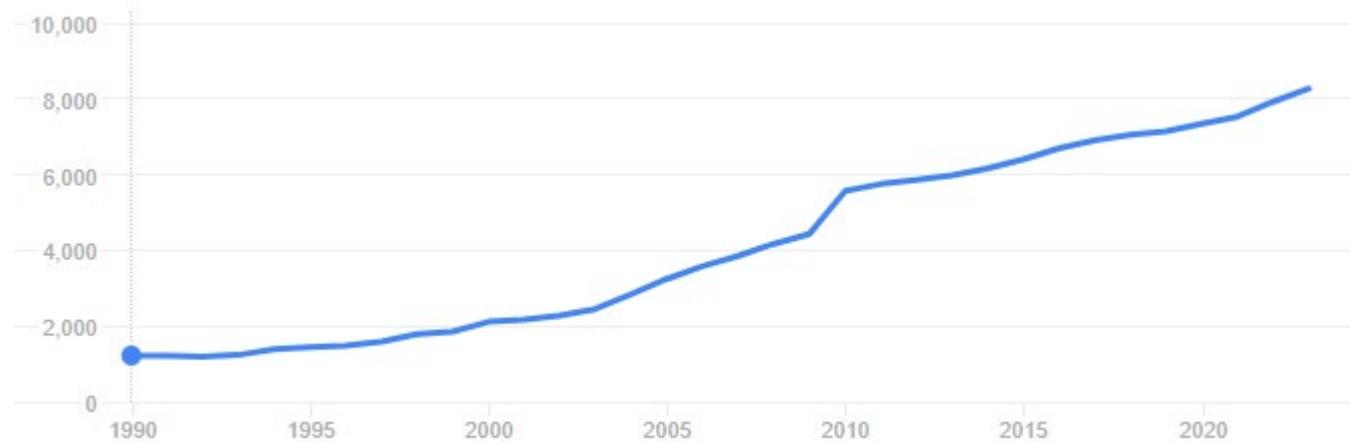
- Was designed to not raise rates
- Base Rate \$15.50, included 5000 gallons and usage ranged \$1.00 to \$1.25 per 1000 gallons

# Inflation



- <https://www.in2013dollars.com/us/inflation/2005?amount=1000>

# Population/ERC Growth



In 2005 588 homes paying into system

In 2025 2300 homes paying into the system

# Increases in operational costs

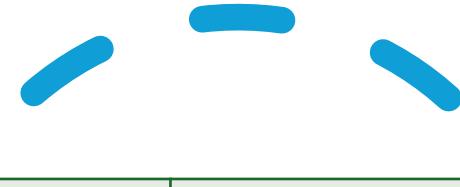


- Salaries
- Water meters
- Water testing/State & Fed Req
- Water Share Assessments
- Administrative Transfers

# Increases in operational costs

								Growth Since
Fiscal Year	18/19	19/20	20/21	21/22	22/23	23/24	24/25	2018
Salaries & Wages	(\$93,728)	(\$85,435)	\$74,727	(\$46,072)	(\$80,871)	(\$102,070)	(\$145,000)	35%
Seasonal Salaries							(\$7,000)	100%
Employee Benefits	(\$44,236)	(\$48,779)	(\$35,796)	(\$35,796)	(\$27,727)	(\$52,370)	(\$80,000)	45%
Education, Training, & Travel	(\$2,518)	(\$2,216)	(\$1,198)	(\$1,198)	(\$6,023)	(\$6,994)	(\$11,000)	77%
Water Meters	(\$5,731)	(\$35,271)	(\$37,720)	(\$55,009)	(\$64,921)	(\$80,445)	(\$80,000)	93%
Maintenance - General	(\$58,302)	(\$43,263)	(\$75,430)	(\$66,345)	(\$83,136)	(\$76,058)	(\$83,000)	30%
Utilities	(\$92,729)	(\$91,621)	(\$96,099)	(\$83,901)	(\$90,087)	(\$91,174)	(\$90,000)	-3%
Memberships & Dues	(\$564)	(\$564)	(\$1,212)	(\$1,162)	(\$2,217)	(\$1,707)	(\$2,000)	72%
Professional Services	\$0	\$0	\$0	(\$6,289)	(\$3,467)	(\$1,005)	(\$15,000)	100%
Legal Expense	(\$641)	(\$6,027)	\$0	(\$720)	(\$1,904)	\$0	(\$5,000)	87%
Water Share Assessments	(\$10,480)	(\$10,474)	(\$17,314)	(\$20,399)	(\$28,975)	(\$30,058)	(\$32,000)	67%
Parts Inventory							(\$10,000)	100%
Leak Detection							(\$20,000)	100%
Department Expenditures	(\$1,363)	(\$693)	(\$2,107)	(\$3,804)	(\$2,149)	(\$2,913)	(\$3,000)	55%
Water Testing	(\$1,734)	(\$4,967)	(\$5,994)	(\$2,538)	(\$4,518)	(\$6,867)	(\$6,867)	75%
Engineering Expense	(\$11,842)	(\$6,676)	(\$5,200)	(\$14,670)	(\$12,206)	(\$1,850)	(\$15,000)	21%
Emergency Expense	(\$10,000)	(\$85)	\$0	\$0	(\$4,968)	(\$3,122)	(\$15,000)	33%
Admin Transfers	(\$230,000)	(\$225,999)	(\$280,999)	(\$344,970)	(\$350,000)	(\$395,022)	(\$360,000)	36%
Total:	(\$563,868)	(\$562,070)	(\$484,342)	(\$682,873)	(\$763,169)	(\$851,655)	(\$979,867)	42%
								Growth Since
Revenue	18/19	19/20	20/21	21/22	22/23	23/24	24/25	2018
Operational	\$ 805,152.00	\$ 865,743.00	\$ 813,606.00	\$ 904,651.00	\$ 1,066,078.00	\$ 111,674.00	\$ 962,000.00	16%
Impact Fee	\$ 117,391.00	\$ 65,120.00	\$ 150,150.00	\$ 314,391.00	\$ 216,796.00	\$ 394,377.00	\$ 475,000.00	75%

# Administrative Transfers:



ITEM	% TO	TOTAL		
		UTILITY	FY23/24	
Budgeted				
CITY MANAGER		0.3 \$	184,540.21	\$ 55,362
TREASURER		0.75 \$	66,617.78	\$ 49,963
Office Clerk (Saige)		0.25 \$	74,126.69	\$ 18,532
Utility Clerk (Wendy)		0.5 \$	74,104.53	\$ 37,052
Recorder/Payroll (Cheryl)		0.2 \$	118,653.39	\$ 23,731
PW DIRECTOR		0.75 \$	148,064.45	\$ 111,048
CITY ENGINEER		0.75 \$	173,060.10	\$ 129,795
Public Works Inspector		0.75 \$	99,199.37	\$ 74,400
BUILDING LEASE		\$	520,618.00	\$ -
UTILITIES (CITY OFFICE)		0.3 \$	17,000.00	\$ 5,100
OFFICE SUPPLIES (CITY OFFICE)		0.3 \$	7,000.00	\$ 2,100
RECEPTIONIST		0.6 \$	38,845.19	\$ 23,307
PUBLIC WORKS BUDGET		0.65 \$	187,000.00	\$ 121,550
INSURANCE		0.6 \$	70,000.00	\$ 42,000
PW DIRECTOR VEHICLE		0.75 \$	4,500.00	\$ 3,375
AUDIT/ACCTNG		0.5 \$	45,000.00	\$ 22,500
BANK CHARGES		0.7 \$	35,000.00	\$ 24,500
POSTAL EXPRESS		0.8 \$	17,000.00	\$ 13,600
SOFTWARE		0.6 \$	49,712.00	\$ 29,827
INFORMATION TECHNOLOGY		0.4 \$	28,000.00	\$ 11,200
ALLOCATION		\$	1,958,041.72	\$ 798,942
WATER	45%	0.45 \$	360,000.00	
SEWER	45%	0.45 \$	360,000.00	
S.W.	10%	0.1 \$	80,000.00	
TOTAL ADMIN CHARGES				

# Future Capital Project Needs

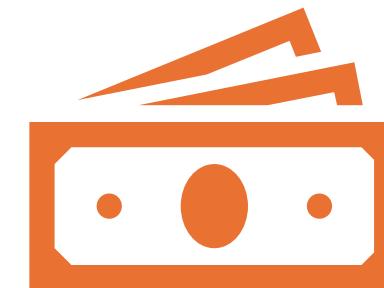
- Big Project - New Well \$5.5M
  - Debt Coverage Ratio
  - Days Cash on Hand
  - 75% of the new well will be Impact Fee Eligible for future growth
  - 25% is needed to meet current state requirements for source
    - This essentially means that rate payers should help with the cost of the new well
    - Impact fee may have been too low? Did we wait too long? Is it not enough now?
- Minor Projects over next 3 to 5 years: \$750k
  - Upsizing of Developer Lines
  - Nelson Generator and driveway
  - 640 Railroad Boar
  - Yates Spring
  - Clean Tanks
  - 4000 Chlorinator
  - PRV Repairs
- Redo Master Plan
- Check/Recalculate Impact Fee



# So What's the Plan?



Increase Base Rate?



Increase Usage Fee?

# Usage Rates in Cache County

## Base Rates in Cache County

- Logan \$26.86 (no usage included)
- Smithfield \$31.00 (no usage included)
- North Logan \$12.15 (no usage included)
- Hyde Park \$26.00 (includes 5k)
- Providence \$21.00 (includes 10K)
- Hyrum \$16.96 (includes 10k) \*Have secondary
- Wellsville \$41.50(includes 20k)
- Millville \$38.00(no usage)
- Low end \$1.00 per 1000 gal
- Upper end \$6.50 per 1000 gal

# Rates Outside of Cache County

- St George Base Rate \$56.88 (no usage)
- Vineyard Base Rate \$41.72 (includes 5k gallons)
- West Bountiful Base Rate \$50.00 (includes 8k gallons)
- Woods Cross Base Rate \$58.30 (includes 2k gallons)
- Morgan Base Rate \$76.38 (includes 16k gallons)

# Rates Outside of Cache County

- Park City
  - 0-5,000 \$7.19
  - 5,000-10,000 \$9.49
  - 10,000-20,000 \$12.26
  - 20,000-30,000 \$17.28
  - 30,000-40,000 \$24.14
  - 40,000 + \$36.21
- Average Citizen in Nibley During the winter would pay about \$90 a month

# Staff Minimum Recommendation and Future Plan:

- Increase Monthly Base Rate \$2.00 per month this year
- Increase Monthly Base Rate \$1.00 per year thereafter for at least 5 years (This will get to about 49% of revenue coming in from base)
- Increase Each Tiered Rate \$0.05 per thousand gallons
- Redo Water Master Plan as soon as new well is complete (2026/2027)
- Recalculate Impact Fee as soon as Master Plan is complete (2026/2027)
- Re Evaluate water rate (2027/2028)

Resident 1			Resident 2			Resident 3			Resident 4		
Amt	2024	Proposed	Amt	2024	Proposed	Amt	2024	Proposed	Amt	2024	Proposed
3000	\$ 15.50	\$ 17.50	8000	\$ 18.65	\$ 20.80	4000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50
4000	\$ 15.50	\$ 17.50	10000	\$ 20.75	\$ 23.00	3000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50
3000	\$ 15.50	\$ 17.50	7000	\$ 17.60	\$ 19.70	3000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50
2000	\$ 15.50	\$ 17.50	8000	\$ 18.65	\$ 20.80	3000	\$ 15.50	\$ 17.50	3000	\$ 15.50	\$ 17.50
5000	\$ 15.50	\$ 17.50	12000	\$ 22.85	\$ 25.20	5000	\$ 15.50	\$ 17.50	9000	\$ 19.70	\$ 21.90
10000	\$ 20.75	\$ 23.00	50000	\$ 63.25	\$ 67.50	36000	\$ 48.05	\$ 51.60	31000	\$ 42.80	\$ 46.10
14000	\$ 24.95	\$ 27.40	60000	\$ 74.25	\$ 79.00	47000	\$ 59.95	\$ 64.05	54000	\$ 67.65	\$ 72.10
16000	\$ 27.05	\$ 29.60	73000	\$ 88.95	\$ 94.35	73000	\$ 88.95	\$ 94.35	45000	\$ 57.75	\$ 61.75
9000	\$ 19.70	\$ 21.90	52000	\$ 65.45	\$ 69.80	48000	\$ 61.05	\$ 65.20	35000	\$ 47.00	\$ 50.50
5000	\$ 15.50	\$ 17.50	58000	\$ 72.05	\$ 76.70	29000	\$ 40.70	\$ 43.90	19000	\$ 30.20	\$ 32.90
3000	\$ 15.50	\$ 17.50	5000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50
4000	\$ 15.50	\$ 17.50	5000	\$ 15.50	\$ 17.50	3000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50
Gal Used			Gal Used	2024	Proposed	Gal Used	2024	Proposed	Gal Used	2024	Proposed
78000	\$ 216.45	\$ 241.90	348000	\$ 493.45	\$ 531.85	258000	\$ 407.20	\$ 441.60	216000	\$ 358.10	\$ 390.25
11% \$ 25.45			7% \$ 38.40			8% \$ 34.40			8% \$ 32.15		

Resident 5			Resident 6			Resident 7		
Amt	2024	Proposed	Amt	2024	Proposed	Amt	2024	Proposed
8000	\$ 18.65	\$ 20.80	1000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50
11000	\$ 21.80	\$ 24.10	2000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50
9000	\$ 19.70	\$ 21.90	2000	\$ 15.50	\$ 17.50	3000	\$ 15.50	\$ 17.50
9000	\$ 19.70	\$ 21.90	2000	\$ 15.50	\$ 17.50	4000	\$ 15.50	\$ 17.50
13000	\$ 23.90	\$ 26.30	2000	\$ 15.50	\$ 17.50	14000	\$ 24.95	\$ 27.40
41000	\$ 53.35	\$ 57.15	3000	\$ 15.50	\$ 17.50	51000	\$ 64.35	\$ 68.65
98000	\$ 117.70	\$ 124.35	3000	\$ 15.50	\$ 17.50	95000	\$ 114.25	\$ 120.75
74000	\$ 90.10	\$ 95.55	3000	\$ 15.50	\$ 17.50	121000	\$ 148.35	\$ 156.15
53000	\$ 66.55	\$ 70.95	3000	\$ 15.50	\$ 17.50	72000	\$ 87.80	\$ 93.15
38000	\$ 50.15	\$ 53.80	3000	\$ 15.50	\$ 17.50	31000	\$ 42.80	\$ 46.10
7000	\$ 17.60	\$ 19.70	2000	\$ 15.50	\$ 17.50	7000	\$ 17.60	\$ 19.70
7000	\$ 17.60	\$ 19.70	1000	\$ 15.50	\$ 17.50	5000	\$ 15.50	\$ 17.50
Gal Used			Gal Used			Gal Used		
368000	\$ 516.80	\$ 556.20	27000	\$ 186.00	\$ 210.00	411000	\$ 577.60	\$ 619.40
	7%	\$ 39.40		11%	\$ 24.00		7%	\$ 41.80

Commercial 1			Commercial 2			Commercial 3		
Amt	2024	Proposed	Amt	2024	Proposed	Amt	2024	Proposed
2000	\$ 15.50	\$ 17.50	28000	\$ 89.15	\$ 95.30	44000	\$ 76.15	\$ 80.10
33000	\$ 44.90	\$ 48.30	45000	\$ 107.25	\$ 114.25	46000	\$ 78.35	\$ 82.40
30000	\$ 41.75	\$ 45.00	37000	\$ 98.60	\$ 105.20	55000	\$ 88.25	\$ 92.75
25000	\$ 36.50	\$ 39.50	47000	\$ 109.45	\$ 116.55	61000	\$ 94.85	\$ 99.65
99000	\$ 118.85	\$ 125.55	107000	\$ 178.95	\$ 189.05	134000	\$ 185.4	\$ 193.85
143000	\$ 178.05	\$ 186.95	185000	\$ 284.25	\$ 298.25	192000	\$ 263.7	\$ 275.05
175000	\$ 221.25	\$ 231.75	245000	\$ 365.25	\$ 382.25	210000	\$ 288	\$ 300.25
355000	\$ 464.25	\$ 483.75	297000	\$ 435.45	\$ 455.05	237000	\$ 324.45	\$ 338.05
211000	\$ 269.85	\$ 282.15	239000	\$ 357.15	\$ 373.85	201000	\$ 275.85	\$ 287.65
213000	\$ 272.55	\$ 284.95	153000	\$ 241.05	\$ 253.45	194000	\$ 266.4	\$ 277.85
34000	\$ 45.95	\$ 49.40	61000	\$ 124.85	\$ 132.65	149000	\$ 205.65	\$ 214.85
4000	\$ 15.50	\$ 17.50	46000	\$ 108.35	\$ 115.40	204000	\$ 279.9	\$ 291.85
Gal Used			Gal Used			Gal Used		
1324000			\$ 1,724.90			1490000		
5%			\$ 1,812.30			\$ 2,499.75		
			5%			\$ 2,631.25		
						1727000		
						\$ 2,426.95		
			4%			\$ 2,534.30		

Institutional 1			Instatutional 2			Instatutional 3		
Amt	2024	Proposed	Amt	2024	Proposed	Amt	2024	Proposed
8000	\$ 73.15	\$ 77.30	5000	\$ 35.00	\$ 37.00	75000	\$ 110.75	\$ 116.25
20000	\$ 85.75	\$ 90.50	9000	\$ 39.20	\$ 41.40	212000	\$ 290.70	\$ 303.05
0	\$ 70.00	\$ 74.00	8000	\$ 38.15	\$ 40.30	198000	\$ 271.80	\$ 283.45
16000	\$ 81.55	\$ 86.10	5000	\$ 35.00	\$ 37.00	179000	\$ 246.15	\$ 256.85
120000	\$ 201.50	\$ 211.25	23000	\$ 53.90	\$ 56.80	392000	\$ 533.70	\$ 555.05
333000	\$ 489.05	\$ 509.45	541000	\$ 734.85	\$ 763.65	332000	\$ 452.70	\$ 471.05
421000	\$ 607.85	\$ 632.65	635000	\$ 861.75	\$ 895.25	281000	\$ 383.85	\$ 399.65
536000	\$ 763.10	\$ 793.65	832000	\$ 1,127.70	\$ 1,171.05	404000	\$ 549.90	\$ 571.85
352000	\$ 514.70	\$ 536.05	539000	\$ 732.15	\$ 760.85	397000	\$ 540.45	\$ 562.05
162000	\$ 258.20	\$ 270.05	398000	\$ 541.80	\$ 563.45	539000	\$ 732.15	\$ 760.85
22000	\$ 87.85	\$ 92.70	7000	\$ 37.10	\$ 39.20	152000	\$ 209.70	\$ 219.05
17000	\$ 82.60	\$ 87.20	10000	\$ 40.25	\$ 42.50	115000	\$ 159.75	\$ 167.25
Gal Used			Gal Used			Gal Used		
2007000			\$3,315.30			\$3,460.90		
4%			3012000			\$4,276.85		
\$ 145.60			\$4,448.45			\$4,481.60		
			4%			\$ 184.80		

## Agenda Item #21

<b>Description</b>	<b>Workshop:</b> Hyrum City Library Services
<b>Presenter</b>	Justin Maughan, City Manager
<b>Staff Recommendation</b>	
<b>Reviewed By</b>	Larry Jacobsen, Mayor Justin Maughan, City Manager Amy Johnson, City Treasurer

### **Background:**

Around April of 2024, Hyrum Library submitted their annual invoice to Nibley City for library services to be provided to Nibley City residents for the next fiscal year. The current interlocal agreement with Hyrum allows them to charge \$44.00 per active Nibley City account. At that time, Nibley City staff requested back up information about the number of active Nibley accounts. After multiple attempts and meetings with staff, they were not able to produce a list of names (or active accounts). It was expressed to Nibley staff that a substantial amount of time and effort was spent by multiple library staff to make sure that the number of active accounts was accurate. It is unclear to Nibley staff why they could not produce a final list.

Since then, Hyrum has proposed a new way to bill for services, that does not take such a large amount of effort. They would simply like to charge per household across the City, regardless of the actual number of active Nibley accounts. Conferring with Nibley staff, it was decided that the most accurate way to identify the number of households was to look at the number of sewer connections. In December, a meeting was held with Hyrum, Wellsville and Nibley to discuss the proposal. Present at that meeting were Mayors and City Managers from the respective Cities, the Hyrum Treasurer and Library Director. At that meeting, several other options were discussed, but it was clear that Hyrum preferred the per household charge and was recommending \$30 per household. Other options that were discussed included Nibley City reimbursing citizens that paid for their own card. Those citizens would have to pay the regular out of service area rate of \$75.00 to the Library, and then it would be up to the city if and how much to reimburse the citizen. Other variations of this were also discussed. Hyrum was against these because they believe that it puts up a barrier of effort, and citizens won't go to the effort. It also becomes problematic and a challenge for low income households.

Wellsville City is ahead of Nibley on schedule, and has taken this proposal to their Council on two occasions. The first discussion was similar to the discussion had by Mayors and staff, discussing different options of reimbursement. A Hyrum representative was not able to attend that meeting. During the second meeting, the Hyrum Library Director, was present to answer questions. At that time it was indicated by Hyrum to Wellsville, that the fee could be reduced from \$30.00 to \$25.00 per household and increase \$1.00 per household each year thereafter until \$30 is reached,

and thereafter \$0.50 each year. Wellsville agreed to the rate change, which will increase their contribution from about \$20,000 to \$28,000.

The following table indicates the history of what has been paid by Nibley City to the Hyrum Library, and an estimate of what the increase may cost over the next five years.

						\$ per House	\$ 25.00	\$ 26.00	\$ 27.00	\$ 28.00	\$ 29.00	\$ 30.00	
Actual Expense							Projected						
FY 18/19	Fy 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Budgeted	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31
\$24,850.00	\$28,080.00	\$ 26,814.00	\$ 28,476.00	\$33,239.00	\$37,136.00	\$ 40,000.00	\$ 60,675.00	\$65,312.00	\$70,200.00	\$75,348.00	\$80,794.00	\$86,520.00	
Increase	12%	-5%	6%	14%	10%	7%	34%	7%	7%	7%	7%	7%	
		Growth		3.5% # Household	2344	2427	2512	2600	2691	2786	2884		

The following table shows existing Hyrum Library Budgeted Revenue:

Hyrum (gen fund)	\$ 372,300.00
Wellsville (gen fund)	\$ 20,000.00
Nibley City (gen fund)	\$ 40,000.00
Library User Fees(County)	\$ 7,000.00
Library Fines	\$ 6,500.00
Sale of Books	\$ 2,500.00
Copy/Laminate Fees	\$ 2,500.00
Contributions	\$ 2,500.00
 Total Revenue	 \$ 453,300.00

The following table shows the existing Budgeted Library Expenses:

BUDGET EXPENSE APPROPRIATIONS										
CODE 4580	DESCRIPTION	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	2024 6 MONTH TOTAL	2024 EST TOTAL	2025 PROPOSED BUDGET	PERCENT OF CHANGE	
110	Employee salaries & wages	148,003	184,553	206,990	192,500	108,060	216,492	240,900	25.14%	
115	Overtime									
130	Employee benefits	26,211	33,469	36,345	39,000	18,881	38,690	64,700	65.90%	
210	Books, subs & memberships	2,604	3,066	1,857	3,000	1,794	2,801	3,000	0.00%	
220	Library promotion	3,099	5,630	7,885	8,000	2,989	8,578	8,000	0.00%	
230	Travel	125	497	1,499	1,000		54	1,500	50.00%	
240	Office supplies	5,193	8,025	8,210	7,000	5,701	10,591	7,000	0.00%	
250	Equipment supplies & maint	15,642	10,619	11,316	10,000	8,406	13,562	10,000	0.00%	
260	Buildings & grounds sup & maint	10,062	14,148	36,632	15,000	25,550	32,102	20,000	33.33%	
270	Utilities	5,127	7,612	10,944	6,000	2,749	10,650	10,000	66.67%	
280	Telephone	1,972	2,195	2,253	3,000	1,190	2,205	3,000	0.00%	
285	Internet	1,892	186	573	3,500	964	1,624	1,000	-71.43%	
310	Professional services	210	336	238	200	34	507	1,100	450.00%	
480	Library books & materials	31,998	34,840	32,782	30,000	19,078	34,925	32,000	6.67%	
481	Library tapes	5,593	9,744	7,229	10,000	5,443	8,103	10,000	0.00%	
510	Insurance	11,093	9,467	13,109	13,200	13,462	13,462	15,600	18.18%	
609	State Grant	4,660	7,995	11,147	6,500		1,786	6,500	0.00%	
610	Miscellaneous supplies	239	65		500	117	117	500	0.00%	
620	Miscellaneous services	169	270	107	500	50	165	500	0.00%	
740	Equipment	23,396	21,688	13,096	11,500	12,588	12,588	18,000	56.52%	
Total Library		297,288	354,405	402,212	360,400	227,056	409,002	453,300	25.78%	

The following table shows demographics of the entities that pay into the Hyrum Library:

	Active users	# Houses	\$/House		Proposed
			Current	Proposed	
Hyrum	1871	3597	\$ 199.00	\$ 103.50	
Wellsville	493	1150	\$ 17.39	\$ 25.00	
Nibley	889	2344	\$ 17.06	\$ 25.00	
County	866		\$ 75.00	\$ 75.00	

Just for some comparison, staff gathered the following data from North Logan:

Library Revenue: \$690,000

\$447k Revenue comes from a special assessment property tax, about \$100 for an average household. (Average home in Nibley pays about \$700 total in property tax)  
\$243k Revenue comes from an endowment fund

North Logan Population: 12,500

North Logan Number of Households: 2,850

North Logan Out of service Rate: \$100

Hyrum gave the following reasons for the increase:

- An imbalance of what an active Hyrum account costs compared to an active Nibley Account
- Increased Costs
- Desire to make more books available online
- Desire to make an online language learning app available to patrons
- Desire to make an online tutoring app available to patrons

## Agenda Item #22

<b>Description</b>	<b>Workshop:</b> Nuisance/Snow Removal/Parking On Front Lawn Codes
<b>Presenter</b>	Larry Jacobsen, Mayor
<b>Staff Recommendation</b>	
<b>Reviewed By</b>	

### **Background:**

Concerns about NC 13.02.020 were brought up by some Council members. Ideas have been briefly discussed by staff and Council, the purpose of the workshop is to discuss those ideas and any changes the Council desires to see in the code.

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## **RESOLUTION 25-02**

### **ADOPTING THE NIBLEY CITY ACTIVE TRANSPORTATION PLAN**

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

WHEREAS, Nibley City seeks to create a safe, connected, and convenient network for walking and cycling throughout the community.

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

1. That the attached Active Transportation Plan is adopted by the Nibley City Council.
2. This Plan stands as an update to the Nibley City Trails Master Plan. Any reference to the Trails Master Plan in Nibley City Code or Plans shall refer to this adopted Active Transportation Plan.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2025

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Larry Jacobsen, Mayor

ATTEST

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Cheryl Bodily, City Recorder

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