

NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold its regularly scheduled Council Meeting on Thursday, July 10, 2025, at the Millville City Office, 510 East 300 South in Millville, Utah, at 7:00 p.m.

1. Call to Order / Roll Call – Mayor Hair
2. Opening Remarks / Pledge of Allegiance – Councilmember June
3. Approval of agenda
4. Approval of minutes of the last City Council Meeting – June 12, 2025
5. Agenda Items—
 - A. Public comment period (2 min/person)
 - B. Consideration of resolution updating construction deposits and fees – Recorder Twedt
 - C. Consideration of resolution accepting a water exchange agreement with the Millville-Nibley Cemetery District – Mayor Hair
 - D. Consideration of resolution setting excavation and boring fees and deposits – Recorder Twedt
 - E. Consideration of resolution updating fees and deposits for hillside overlay applications – Development Coordinator Everton
 - F. Consideration of resolution declaring property as surplus and ordering the sale thereof – Mayor Hair
 - G. Review of utility adjustments for FY25 Q4 – Recorder Twedt
 - H. Ridgeline High School baseball field lights – Councilmember Zollinger
 - I. City Celebration review and discussion about next year – Councilmember Ward
 - J. City Reports: Roads, Parks, Water – Public Works Director Kendrick
 - K. Councilmember reports and other items for future agendas
6. Adjournment.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during public meetings should notify Corey Twedt at (435) 881-2669 at least three days prior to the meeting.

This agenda was posted on July 8, 2025, to the City posting locations, the City Website, and the Utah Public Meeting Notices Website.



Corey Twedt, Recorder

MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
June 12, 2025

PRESENT: David Hair, Pamela June, Ryan Zollinger, Jeremy Ward, Chad Kendrick, Corey Twedt, Megan Dyer, Kara Everton, Darcy Ripplinger, Jacob Ames

Call to Order/Roll Call

Mayor David Hair called the City Council Meeting to order for June 12, 2025, at 7:00 p.m. The roll call indicated Mayor David Hair and Councilmembers Pamela June, Jeremy Ward, and Ryan Zollinger were in attendance, with Councilmembers Daniel Grange and Clay Wilker excused.

Opening remarks/Pledge of Allegiance

Mayor Hair welcomed everyone to the Council Meeting and led all present in the Pledge of Allegiance. He then offered a word of prayer.

Approval of agenda

The agenda for the City Council Meeting of June 12, 2025, was reviewed.

Councilmember Ward motioned to approve the agenda for June 12, 2025.

Councilmember June seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused. (A copy of the agenda is included as Attachment “A”.)

Approval of minutes from the previous meeting

The Council reviewed the minutes of the City Council Meeting on May 8, 2025.

Councilmember June motioned to approve the minutes for May 8, 2025.

Councilmember Ward seconded. Mayor Hair pointed out a couple of minor corrections which were fixed during the meeting. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused.

Public comment period

Mayor Hair opened the floor for any public comments. Nobody signed up for the public comment portion of the meeting.

Consideration of a resolution appointing a Mayor Pro-Tempore

Mayor Hair reviewed with the Council the resolution and explained that the purpose of the appointment was to ensure that the City still functioned with a Mayor substitute if the

elected Mayor was not available. He said that he would like Councilmember June to serve as the Mayor Pro-Tempore for FY26.

Councilmember Zollinger motioned to approve Resolution 2025-11. Councilmember Ward seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused. (The approved resolution is included with the minutes as Attachment “B”.)

RAPZ Funding

Recorder Twedt said that, as discussed earlier in the year, Millville City had submitted two applications for RAPZ funding this year. The City did not receive any funding for the outdoor futsal court for the Glenridge Park, but the City did receive \$52,000 for phase 2 of the South Park Pavilion project. Recorder Twedt said that staff have already been working on this project, and Public Works Director Kendrick will report on the status of that project during his report.

Budget presentation and discussion

Recorder Twedt said that since the last City Council meeting, some updates had been made with the latest numbers and projections to get through the remainder of June and for the FY26 budget. The adjusted budgets had been provided in the City Council packets.

Recorder Twedt reviewed the included graphic showing the comparison of Millville City property taxes in comparison to neighboring cities and the requested added column showing hypothetical revenue if Millville were to implement tax rates that other cities had set in 2024.

Recorder Twedt said that most of his budget comments had been addressed as part of the staff report, which was included in the agenda packet. He reviewed a couple of those points.

He discussed the Class “C” money that the City has been saving up, which will be used for road treatments after completion of the sewer project. Recorder Twedt talked about water service revenue. He said that Treasurer Dyer was doing a really good job at auditing the water bills and fixing issues in which Millville City had been under collecting on utility bills for years. He also briefly discussed some of the City’s remaining long-term debt.

Recorder Twedt said that he felt the budget was in a good place. He said that Millville staff are extremely efficient and that he really appreciates that all of the employees come to work to try and make things better, and that they all sincerely care for and want the best for the City. He said that he is proud to work with such good, hardworking people. (The staff report for the budget is included with the minutes as Attachment “C”.)

Councilmember Ward motioned to skip forward to Item “J” on the agenda as it was not yet time to begin the public hearing. Councilmember Zollinger seconded.

Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused.

Report on City Celebration Planning Progress

Councilmember Jeremy Ward said that the City Celebration pickleball tournament is going well and will continue through tomorrow night. Leisa Alsop is running the dutch oven cook-off. Councilmember Ward asked for help from some of the Councilmembers to judge the dutch oven food. Councilmember Ward gave an update on the parade and the other activities in the works for the City Celebration this year. He also suggested the City consider setting a specific day each year for holding the City Celebration so that people could plan better for participation. He said he would like to discuss this at the next council meeting. Councilmember Ward said he is grateful to all the residents and the Youth Council that had spent time working on activities for the City Celebration.

Other Items

There was still some time before the public hearing was scheduled to begin. Recorder Twedt reported that the candidacy filing period for the municipal election has ended. The following candidates have submitted their names to run in the election, each for a 4-year term:

Mayor

- Byron Kim Ashcroft
- David N. Hair

Councilmember

- Clay G. Wilker
- Jacob Daniel Ames
- Darcy Ripplinger
- Daniel Marion Grange

Millville City is not planning on holding a primary election. We will just participate in the general election in November.

Mayor Hair gave a summary of a meeting that he and Recorder Twedt attended at Nibley City regarding the legal process for creating a recreation special service district. It was discussed that each city that is meant to be taxed by a special service district must agree to join that district by a council-approved resolution. Then, residents of those cities, which are part of the special service district, would vote to accept a tax to cover the costs of that special service district. Mayor Hair said that there are two different special service district types. One requires an election to create the district, and the other does not.

PUBLIC HEARING

Councilmember Ward motioned to go into the public hearing. Councilmember June seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused.

PUBLIC HEARING: 7:30 p.m.

Commenced at 7:31 p.m.

PRESENT: David Hair, Pamela June, Ryan Zollinger, Jeremy Ward, Chad Kendrick, Corey Twedt, Megan Dyer, Kara Everton, Darcy Ripplinger

Mayor Hair said that this public hearing was meant to cover public comment on three things. The FY25 Budget, the FY26 Budget, and the ordinance drafted to implement increases in employee compensation. He then opened the floor for public comments.

Public Comment:

There were no comments from the public.

Councilmember Ward motioned to close the public hearing. Councilmember Zollinger seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused.

Consideration of a resolution adopting the revised Fiscal Year 2025 Budget

Mayor Hair reviewed with the Council the resolution to adopt the updated FY25 Budget that had been reviewed before the public hearing.

Councilmember Zollinger motioned to approve Resolution 2025-12. Councilmember June seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused. (The approved resolution is included with the minutes as Attachment "D".)

Consideration of a resolution accepting the certified property tax rate

Mayor Hair reviewed with the Council the resolution to adopt the County-provided certified property tax rate. For clarification on what that meant, Recorder Twedt explained that the City was not implementing a property tax rate increase. Every Millville household would pay the same amount for the portion of their property tax rate that goes to Millville City as they did last year.

Councilmember June motioned to approve Resolution 2025-13. Councilmember Ward seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused. (The approved resolution is included with the minutes as Attachment "E".)

Consideration of an ordinance increasing employee compensation

Mayor Hair reviewed the ordinance that would increase compensation for Millville City employees. He explained that this is a new State requirement for this to be covered in a public hearing and adopted in an ordinance.

Councilmember Zollinger motioned to adopt Ordinance 2025-3. Councilmember June seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused. (The approved ordinance is included with the minutes as Attachment “F”.)

Consideration of a resolution adopting the Fiscal Year 2026 Budget

Mayor Hair reviewed with the Council the resolution to adopt the FY26 Budget that had been reviewed before the public hearing.

Councilmember Ward motioned to approve Resolution 2025-14. Councilmember June seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused. (The approved resolution is included with the minutes as Attachment “G”.)

Planning Commissioner Darcy Ripplinger said that she was in favor of the City paying each year to build a certain amount of sidewalk. It was discussed that if this were to be done, a priority list should be created for new sidewalks, and then the Council would need to determine a budget amount they would like to allocate toward sidewalk infrastructure. Darcy said she would like this to be considered for inclusion in the next budget.

City Reports

Director of Public Works Chad Kendrick reported that Millville residents are using a lot of water. He said that the new well is running about 17 hours per day. Director Kendrick said he thinks the City and the Cemetery Board have come to an agreement on an exchange of water rights, as has been discussed previously. The City attorney is working on an agreement that will come before the Council when it is ready. Director Kendrick said that a lot of new asphalt is getting placed with the sewer project, and there is only a little bit of excavation that remains to be done on that project. Director Kendrick said that the lights have been added to the new pavilion, and the new tables are assembled and set up as well. He said that it looks good and will be nice to have for the City Celebration this weekend.

Councilmember Reports and Items for Future Agendas

(A copy of the Councilmember Assignments List is included with the minutes as Attachment “H”.)

Councilmember Ward said that he has heard from a resident who would like some crosswalks to be painted on roads in certain areas. Recorder Twedt said that he agreed that

a crosswalk might be good to add in a few places in Millville, but that it wouldn't make sense to paint anything on the roads before the chip seal or other road treatments are completed in the near future. He recommended this be discussed again after completion of the sewer project and the subsequent road treatments.

Darcy Ripplinger said that she had called the police regarding kids being in the park after it was closed. She said she was pleased that the police had shown up to take care of the problem.

Councilmember June asked about the Coats complaint that the City had received about people parking in the grassy swell. Recorder Twedt said that Councilmember Wilker had emailed him about the complaint since he knew he wouldn't be able to attend this meeting to discuss it. Councilmember Wilker questioned whether there was any code that prevented residents from modifying a grassy swell to add gravel or something to make an area for parking. Recorder Twedt said he wasn't aware of any code to that effect. Mayor Hair suggested that Councilmember Wilker go talk to some of the people to see what they can do. Mayor Hair said that he was happy to go talk to the neighbors as well.

Recorder Twedt said that UDOT has reached out and wants to talk about Millville's participation in the maintenance of the new piece of the Blacksmith Fork trail that will run from Ridgeline High School to 1700 South. The majority of this trail is in Millville City. Nibley, Providence, and Logan have committed to maintaining the small portions of that trail that are in their cities. UDOT has a maintenance agreement that they want all of the cities to sign. Recorder Twedt said that there is a meeting scheduled on Tuesday, and he invited the Mayor and Councilmembers to attend if they could make it to discuss the agreement.

Mayor Hair briefly discussed the ongoing issues with the lights at the baseball field at Ridgeline High School. Councilmember Zollinger said that he has been gathering information and will meet with the principal again to discuss the problem.

Adjournment

Councilmember Zollinger moved to adjourn the meeting. Councilmember Ward seconded. Councilmembers Ward, June, and Zollinger voted yes, with Councilmembers Grange and Wilker excused. The meeting adjourned at 8:11 p.m.



AGENDA REPORT: CONSTRUCTION DEPOSITS AND FEES July 10, 2025

Background

The fees for new construction, as well as the building deposit return requirements policy, were reviewed and updated in March of 2025. We have a new issue cropping up in Millville with people living in homes they are building before approved by the City or the building inspector.

The new proposed resolution and policy have minor updates, making it clearer that an occupancy permit must be issued before move-in and that the City will turn off water if that requirement is not met. We are concerned about the safety of Millville residents and want to do what we can to ensure the home is built to proper standards before a family moves in.

Included Documents

- New proposed: Resolution 2025-15 with redlines showing the proposed changes

MILLVILLE CITY RESOLUTION 2025-15

REQUIRING A DEPOSIT & FEES FOR BUILDING

WHEREAS, the Millville City Council deems it necessary to maintain the integrity of new building and infrastructure improvements and ensure that they are completed in a timely manner and are safe for when they are occupied; and

WHEREAS, the Millville City Council desires for builders to cover the cost for the time spent by the Planning Commission, Development Coordinator, and Public Works; and

WHEREAS, the Millville City Council wishes to clarify the deposit timeline and the requirements for a deposit refund;

NOW THEREFORE, be it ordained, that the Millville City Council requires the following fees and deposits for building clearance approval:

New residential zoning clearance:

- Refundable deposit = \$2,000
- Review fees = \$250

Addition to an existing residence:

- Refundable deposit = \$1,000
- Review fees = \$150

All other zoning clearances:

- Refundable deposit = \$500
- Review fees = \$150

Revised zoning clearances will incur a 50% review fee each time a new review is required. Deposits and fees are to be paid before building clearance is granted. After City inspection of new infrastructure, all requirements from the Manual of Design and Construction Standards and the Deposit Return Requirements Policy must be met before a deposit refund will be granted. The deadline for a deposit refund request will be two years from the date that the certificate of occupancy is granted or move in. After that time, all deposit refunds will be forfeited.

Before moving in, an occupancy permit must be approved by Millville City and provided by the building inspector. Water will be turned off to the property, and fines or charges may be imposed if occupancy occurs before proper authorization is given.

Passed and approved by the Millville City Council this 10th day of July 2025.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Jeremy Ward				
Ryan Zollinger				
Pamela June				
Clay G. Wilker				
Daniel Grange				

Millville City Building Deposit Return Requirements

A deposit is required for building inside Millville City in accordance with adopted ordinances and resolutions. This document summarizes the requirements that must be met to be eligible for a deposit refund from Millville City. Additional requirements can be found in the Manual of Design and Construction Standards available on the Millville City website. The deadline for a deposit refund request will be two years from the date ~~that the certificate of occupancy is granted of move in~~. After that time, all deposit refunds will be forfeited.

SINGLE FAMILY NEW CONSTRUCTION REQUIREMENTS

Landscape

Required yard areas, except those portions devoted to driveways and/or parking, shall be reasonably landscaped with plants, trees, grass, or similar landscaping materials. (17.40.030)

Clear Vision Area/Sight Triangle: In all zones requiring a front yard setback, no obstruction to view in excess of thirty six inches (36") in height shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the property line.

1. Restrictions: Fencing and planting are restricted within this area as follows:
 - a. No sight-obstructing fence shall exceed thirty-six inches (36").
 - b. Shrubs shall be pruned to a height not exceeding thirty-six inches (36").
 - c. Trees shall be pruned to maintain a clear area below eight feet (8').
2. Functions: This clear vision area of the public right of way serves many different functions simultaneously, such as public access for people and utilities overhead and underground, transition zone from street to adjoining properties, beautification area, storage of rainwater, and snow and play area for children. Our effort is to facilitate all of these uses as much as possible in a balanced manner.
3. Landscaping Permanent and Public: All landscaping installed in the dedicated right-of-way shall be considered open to the public and owned by the public. No removal of landscaping material or any modification to the landscaping or grading shall be made to the dedicated right-of-way without written authorization from the city. (17.40.040 K)

Landscaping is required for stabilization of bare ground per the City Storm Water Ordinance 13.24.

Infrastructure

All driveway approaches shall meet the following specifications: Minimum width of 10 feet and maximum width of 32 feet.

Driveway Offsets: All single-family residential driveways shall be offset from other driveways by no less than twice the flare width as per Plan No. 221 of the Manual of Standard Plans.

Common Driveways: Driveways along the property lines may be installed for common use of both adjacent properties only upon approval by the City Engineer and guaranteed by a recorded access agreement. Such driveway width shall be limited to the maximum allowable individual driveway width. (Manual of Design & Construction Standards 2.04 F)

Construction Completion Inspection: A FINAL INSPECTION shall be made by a City inspector after all construction work is completed. Any faulty, defective, or incomplete work shall be corrected by the persons responsible for the work within a period of thirty (30) days of the date of the inspection report defining the faulty or defective work. If the contractor fails to complete the required work, the City may arrange to have the incomplete/defective work completed and bill the contractor or use the monies in escrow or otherwise held by the City to complete the defective work.

Areas to be inspected: Sidewalks, curb and gutter, roadway surface, swales, storm water lines and associated infrastructure, retention/detention basins, water and meter are to grade, a sewer cleanout with a valve box cover has been properly installed, and water backflow has been properly installed, fencing, shouldering (swales), sump pump discharge, survey markers, and any other items deemed necessary by the City inspector.

City Representative

Corrections needed.



AGENDA REPORT: CEMETERY WATER EXCHANGE AGREEMENT July 10, 2025

Background

As discussed in previous meetings, Millville City owns water rights to Skinner Spring, that has been leased to the Millville-Nibley Cemetery District for years. The City currently does not use water from this spring for any other purpose. The Cemetery District owns two shares of Garr Spring Water Company. These shares are useful to the City in that they can be used as culinary water in the Millville City water system.

An exchange of these water sources has been discussed, and both entities have stated that they would like to proceed. The Millville City attorney has drafted an agreement that would need to be approved by both entities.

This is the first time the Millville City Council has seen the draft agreement. At this meeting, the Council should review the resolution and agreement and see if they feel any changes should be made. If you are happy with it, the agreement may be approved by Millville City at this meeting. The agreement has already been provided to the Cemetery District for their review.

Included Documents

- Resolution 2025-16 along with the water exchange agreement

**MILLVILLE CITY
RESOLUTION 2025-16**

**APPROVING A WATER EXCHANGE AGREEMENT WITH THE
MILLVILLE-NIBLEY CEMETERY DISTRICT**

WHEREAS, Millville City owns water rights to Skinner Spring which can be used by the Cemetery District for irrigation purposes; and

WHEREAS, the Cemetery District own two shares of the Garr Spring Water Company which the City can use as culinary water in the Millville City water system; and

WHEREAS, an exchange of these water sources would be beneficial to both Millville City and the Cemetery District;

NOW THEREFORE, be it resolved by the Millville City Council that the attached Water Exchange Agreement is hereby approved by the Millville City Council.

Passed and approved by the Millville City Council this 10th day of July 2025.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Jeremy Ward				
Daniel Grange				
Clay Wilker				
Pamela June				
Ryan Zollinger				

WATER EXCHANGE AGREEMENT

THIS WATER EXCHANGE AGREEMENT (“Agreement”) is entered into by and between Millville City, a Utah municipal corporation and subdivision of the State of Utah (the “City”), and the Millville-Nibley Cemetery District, a local government entity and subdivision of the State of Utah (the “Cemetery”).

RECITALS:

WHEREAS, the City currently owns an interest in Water Right No. 25-8105 which provides 15.6 acre-feet of water from Skinner Spring to be used on a 5.2 acre area which encompasses the Cemetery (the “Water Right”);

WHEREAS, the Cemetery owns two shares of the Garr Spring Water Company which is the primary source of the City’s culinary water supply (the “Shares”);

WHEREAS, the City cannot use the Water Right to meet the needs of the City as much as it could use the Shares;

WHEREAS, the Cemetery cannot use the Shares to meet the needs of the Cemetery as much as it could use the Water Right; and

WHEREAS, the City and Cemetery desire to exchange the Water Right and Shares so that each party may more fully use the water associated with the same for their benefit;

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City’s Obligations. On or before the Closing Date and in accordance with the provisions of this Agreement, the City shall do the following:

A. Convey and assign the Water Right to the Cemetery via a water deed and water right addendum in the form as provided in Exhibit A which is attached hereto and incorporated herein.

3. The Cemetery’s Obligations. On or before the Closing Date and in accordance with the provisions of this Agreement, the Cemetery shall do the following:

A. Transfer and assign the Shares to the City via an assignment in the form as provided in Exhibit B which is attached hereto and incorporated herein and by providing signed

certificates for the Shares or a signed transfer form, or whatever document may be required by the Garr Spring Water Company, to evidence the transfer and assignment of the Shares to the City.

4. **Closing.** The transfers contemplated herein shall be completed at Closing as follows:

A. **Date/Time.** The Closing shall take place at or before 5:00 p.m. on a day that is selected by the parties but which is no later than thirty days after the Effective Date of this Agreement (“Closing Date”).

B. **Location.** Closing shall take place by the parties delivering original copies of the documents required under this Section to the offices of Olson & Hoggan, LLC, 130 South Main, Suite 200, PO Box 525, Logan, UT 84323-0525.

C. **The City’s Performance.** At Closing, the City shall deliver a duly executed water deed and water right addendum conveying the Water Right to the Cemetery.

D. **The Cemetery’s Performance.** At Closing, the Cemetery shall deliver a duly executed assignment and signed certificates or transfer form conveying the Shares to the City.

E. **Completion.** Closing shall be deemed to be completed upon the receipt by Olson & Hoggan, LLC of all documents set forth in Sections 4.C and 4.D.

F. **Recording.** Upon the completion of Closing, the Cemetery may record the water deed and water right addendum with the Cache County Recorder’s Office and shall pay for the costs of recording the same.

G. **Possession.** Each party is entitled to possession of the property it receives hereunder immediately upon completion of Closing.

H. **Fees and Costs.**

a. To the extent there are any other costs and fees that are necessary to accomplish the transfers contemplated herein, other than the costs of recording the water deed mentioned above, the City and the Cemetery shall each timely pay one half of the same.

b. Within 30 days of receipt on an invoice from the City, the Cemetery shall reimburse the City for one-half of the costs of the attorney fees incurred by the City in the drafting and execution of this Agreement. The parties recognize and acknowledge that Olson & Hoggan, LLC is not performing any title services of any kind under this Agreement but is acting as a depository for the documents required at Closing and nothing more. The parties also recognize and acknowledge that in drafting this Agreement, Olson & Hoggan, LLC has represented the City only, and the Cemetery has been advised, and has had the opportunity, to seek its own legal counsel

if it so desires.

5. “As Is” Transaction.

a. Each party acknowledges and agrees that it will be accepting the property exchanged under this Agreement based solely upon its inspection and investigations and that it is receiving the same “AS IS” and “WITH ALL FAULTS” based upon the condition of the property as of the Closing Date. At Closing, each party makes no representations or warranties regarding the property exchanged hereunder and each party hereby disclaims and the other party waives any and all representations or warranties of any kind, express or implied, concerning the property exchanged hereunder as to their condition, value, compliance with laws, status, permits or approvals, occupancy or any other matter of similar or dissimilar nature including without limitation warranties of fitness for a particular purpose, tenantability, habitability and use. Each party represents to the other that it has sufficient experience and expertise such that it is reasonable for the party to rely on its own pre-closing inspections and investigations.

6. Time. Time is the essence of this Agreement.

7. Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

8. Survival After Closing. The parties both agree and acknowledge that the terms and conditions of this Agreement represent rights and obligations that are collateral to the conveyance of title to the Water Right or Shares and that it is expressly the parties’ intent that this entire Agreement survive closing and not merge into any deed or assignment conveyed pursuant hereto.

9. Effective Date. This Agreement shall be effective as of the date of the last party to execute the Agreement (the “Effective Date”).

10. General.

A. Entire Agreement. This Agreement and the documents referred to constitute the entire agreement of the parties. All negotiations, representations, warranties, earnest money and other agreements between the parties are merged herein.

B. Severability. In the event that any provision of this Agreement, or any action contemplated pursuant to this Agreement, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance or regulation, the latter shall be deemed to control this Agreement and shall be regarded as modified accordingly; and such modified provision, as well as the remainder of this Agreement, shall continue in full force and effect.

C. Waiver. A waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is

given and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision of this Agreement.

D. Amendment. This Agreement may be amended at any time, but only by a writing signed both by the parties which explicitly states that it is intended to amend this Agreement.

E. Incorporation of Recitals. The Recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

F. Section Headings. The section headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

G. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

H. Construction. Each party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of negotiations between the parties. This Agreement shall be deemed to be the joint product of the parties, and any rule of construction that a document shall be interpreted or construed against a drafter of such documents shall not be applicable.

I. Warranty of Authority. Each individual executing this Agreement hereby represents and warrants to each person so signing (and to each other entity for which another person may be signing) that he or she has been duly authorized to execute and deliver this Agreement in the capacity of the person or entity set forth for which he or she signs and that the entity has obtained all necessary approvals, if any, from its governing body for the transactions contemplated herein.

J. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed an original, but all of which shall constitute the same instrument.

[Signatures Follow]

Dated this ____ day of _____, 2025

MILLVILLE CITY

By: David Hair
Its: Mayor

ATTEST:

Corey Twedt, City Recorder

Dated this ____ day of _____, 2025

MILLVILLE-NIBLEY CEMETERY
DISTRICT

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

EXHIBIT A

Water Deed and Water Right Addendum

AFTER RECORDING PLEASE RETURN TO:

SPACE ABOVE LINE FOR COUNTY RECORDER ONLY

WATER DEED

MILLVILLE CITY, f.k.a., MILLVILLE TOWN CORPORATION, a Utah corporation and political subdivision of the State of Utah, Grantor of Millville, Cache County, State of Utah, hereby quit claims and assigns, all right, title, interest and claim, which the Grantor has in the portion of the below described Water Right in Cache County, State of Utah, to the MILLVILLE-NIBLEY CEMETERY DISTRICT, a local government entity and political subdivision of the State of Utah, Grantee, of 250 East 100 North, Millville City, Cache County, Utah:

ALL RIGHT, TITLE AND INTEREST IN WATER RIGHT NUMBER 25-8105 AS IDENTIFIED OF RECORD WITH THE UTAH DIVISION OF WATER RIGHTS AND ANY APPLICATIONS PERTAINING THERETO.

Dated this ___ day of _____, 2025

MILLVILLE CITY, f.k.a., MILLVILLE TOWN CORPORATION

By: David Hair
Its: Mayor

ATTEST:

Corey Twedt, City Recorder

STATE OF UTAH)
: ss.
County of Cache)

On the ___ day of _____, 2025, personally appeared before me David Hair and Corey Twedt, who, being by me duly sworn, did say that they are the Mayor and Recorder, and that the said instrument was signed in behalf of MILLVILLE CITY, f.k.a, MILLVILLE TOWN CORPORATION, and the aforesaid officers acknowledged to me that said CITY executed the same.

Notary Public

WATER RIGHTS ADDENDUM TO WATER DEEDS

Grantor: Millville City, f.k.a., Millville Town Corporation

Grantee: Millville-Nibley Cemetery District

Water Right No(s): 25-8105

In connection with the foregoing water rights conveyance, Grantor hereby assigns to Grantee all water rights listed which are not yet capable by law of being conveyed by deed (e.g., pending or unapproved water rights) and all applications pertaining to the water rights listed (e.g., all change applications, extension applications, non-use applications, etc.). Grantor also makes the following declarations and disclosures:

SECTION 1 - TYPE OF DEED Check one box only - Must match language in the deed

The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
 The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
 The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
 The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any.

(County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2 - APPURTENANT WATER RIGHTS Check one box only

All of Grantor's water rights approved for use on the following described parcel(s) are being conveyed.
 In addition to any specifically identified rights, all other water rights owned by Grantor and approved for use on the following described parcel(s) are being conveyed.
 No water rights other than those specifically identified by water right number are being conveyed.

SECTION 3 - WATER RIGHTS CONVEYED IN WHOLE OR IN PART Check all applicable boxes

100% of the following water rights described in the deed are being conveyed. Water Right Nos. 25-8105

Only the portion indicated of the following water rights described in the deed are being conveyed.
____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land;
stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____

The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES Check all applicable boxes

Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company: _____

Other water related disclosures: _____

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: _____

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

EXHIBIT B

Assignment

ASSIGNMENT OF WATER STOCK AND WATER STOCK CERTIFICATES

The Millville-Nibley Cemetery District, a local government entity and subdivision of the State of Utah, by through its governing board, hereby assigns all right, title and interest, now existing or hereafter arising, to Millville City, a Utah municipal corporation and subdivision of the State of Utah, in and to the following property:

1. All right, title and interest in Stock Certificate # _____ for 2 shares in Garr Spring Water Company issued _____, to the Millville-Nibley Cemetery District

Dated this _____ day of _____, 2025

MILLVILLE-NIBLEY CEMETERY
DISTRICT

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member



AGENDA REPORT: EXCAVATION AND BORING FEES

July 10, 2025

Background

Millville City does not currently require a fee for excavation or boring in City streets. As we know from this fun sewer project, resurfacing or treating excavated roads is expensive, and those costs should not be the burden of Millville City or its taxpaying residents.

Staff researched what other cities in Cache Valley or doing as far as these fees are concerned and have drafted this resolution for your consideration.

Included Documents

- Resolution 2025-18

**MILLVILLE CITY
RESOLUTION 2025-18**

EXCAVATION AND BORING FEES AND DEPOSITS

WHEREAS, Millville City should be collecting fees to cover the impact to City infrastructure for excavation and boring; and

WHEREAS, the impact on City infrastructure is different depending on the age of roads;

NOW THEREFORE, be it ordained that the Millville City Council requires the following fees and deposits for excavation and boring:

Excavation permit fee for penetration of asphalt:

- Road that was constructed or significantly improved more than 3 years ago:
 - Non-refundable fee = \$1,000 for areas less than 300 square feet; \$3.50 per square foot for areas larger than 300 square feet
 - Refundable deposit = \$500
- Road that was constructed or significantly improved less than 3 years ago:
 - Non-refundable fee = \$5,000 for areas less than 300 square feet; \$16.50 per square foot for areas larger than 300 square feet
 - Refundable deposit = \$500
- Micro trench or small boring fee:
 - Non-refundable fee = \$500 plus \$0.60 per linear foot
 - Refundable deposit = \$400

Work must be completed within 90 days of permit issuance.

Passed and approved by the Millville City Council this 10th day of July 2025.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Jeremy Ward				
Ryan Zollinger				
Pamela June				
Clay G. Wilker				
Daniel Grange				



AGENDA REPORT: HILLSIDE OVERLAY REVIEW COSTS

July 10, 2025

Background

In 2018, the Millville City Council adopted Resolution 2018-23, which updated the fee for a Hillside Overlay Development Application review to \$1,200. The engineering review fee is meant to cover the costs of requirements listed in City Code, to do our best to reduce the risks of building on approved hillsides.

The requirements for building on a hillside have increased, as well as the review costs, and Millville is often not covering our costs with the flat rate set in the 2018 resolution. Also, some lots are more difficult than others and require more engineering time. If builders submit incomplete applications, additional reviews are also required, which result in additional costs.

This proposed resolution sets a deposit that will be used to cover the actual engineering costs and a small administration cost to cover Millville City staff time.

Included Documents

- Resolution 2025-19
- Old Resolution 2018-23

RESOLUTION 2025-19

DEPOSIT FOR HILLSIDE OVERLAY DEVELOPMENT APPLICATION REVIEWS **(Amended from Resolution 2018-23)**

WHEREAS, Millville City wants to ensure precautions are taken when building on a hillside or slope for the safety of Millville residents; and

WHEREAS, Millville City Code Chapter 17.32 lists requirements that must be met for building on a sloped hillside area in Millville City; and

WHEREAS, Millville City requires engineering reviews of all documentation submitted with an application to build on a sloped area within City limits; and

WHEREAS, different lots and different levels of completion in hillside applications require differing levels of engineering time; and

WHEREAS, the Millville City Council desires for builders to cover the costs incurred by Millville City during the review process;

THEREFORE, BE IT RESOLVED that Millville City requires a deposit of \$2,000 along with each Hillside Overlay Development Application. City engineering invoices and a refund of any unused funds, minus a \$50 administrative review and filing fee, will be returned to the builder once the Hillside Overlay application has been completely reviewed. If charges exceed the deposit amount, the builder will be required to pay the difference.

Approved and passed by the Millville City Council this 10th day of July 2025.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Jeremy Ward				
Ryan Zollinger				
Pamela June				
Clay Wilker				
Daniel Grange				

RESOLUTION 2018-23

**RESOLUTION TO SET FEES FOR HILLSIDE OVERLAY DEVELOPMENT
APPLICATION REVIEWS
(Amended from Resolution 99-02-18-01)**

WHEREAS, the cost associated with Hillside Overlay Development Application Reviews has increased since 1999;

THEREFORE, BE IT RESOLVED that Millville City has determined that the Hillside Overlay Development Application Review Fee should be \$1,200.00.

Approved and passed by the Millville City Council this 8th day of November 2018.

SIGNED:



David Hair, Mayor

ATTEST:



Corey Twedit, City Recorder



COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan	X			
Cindy Cummings			X	
Mark Williams			X	
Clay G. Wilker	X			
Daniel Grange	X			

**MILLVILLE CITY
RESOLUTION 2025-17**

**DECLARING CERTAIN MILLVILLE CITY EQUIPMENT AS SURPLUS
AND ORDERING THE SALE OR DISPOSAL THEREOF**

WHEREAS, Millville City owns property for which it has no further use; and

WHEREAS, in accordance with State regulations, the City Council has determined to declare the items listed on the sheet attached hereto as “Exhibit A” as surplus and desires to dispose of them in the manner as prescribed by current law;

NOW THEREFORE, be it resolved by the Millville City Council that the items listed on “Exhibit A” are hereby declared surplus property and that said property shall be listed and sold on KSL Classifieds, Facebook Marketplace, or in whatever other manner is deemed most beneficial to Millville City; and that the City shall have the right to accept or reject any or all offers, to establish minimum offer amounts, and to waive any informalities.

Passed and approved by the Millville City Council this 10th day of July 2025.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Jeremy Ward				
Daniel Grange				
Clay Wilker				
Pamela June				
Ryan Zollinger				

EXHIBIT “A”

- 2017 Chevrolet Silverado Pickup Truck; VIN # 1GC2KUEG6HZ182679

Councilmember Assignments 2025

Councilmember Daniel Grange

- Car Show for City Celebration
- Parks

Councilmember Ryan Zollinger

- Sewer
- School District

Councilmember Clay Wilker

- Ordinance Enforcement
- Fire/EMS/Emergency Preparedness
- Law Enforcement/Animal Control

Councilmember Pamela June

- P&Z
- Youth Council
- Wildfire

Councilmember Jeremy Ward

- City Celebration/Parade
- Trails