



NIBLEY CITY COUNCIL MEETING AGENDA
THURSDAY, JULY 31, 2025 – 6:30 PM

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 W 3200 S NIBLEY UT 84321-6337. The public may also view the meeting via the YouTube link provided at www.nibleycity.gov. Public comment should be submitted to talonb@nibleycity.gov by 6:30 PM.

Public comments with names and addresses will be read into the public record.

1. Opening Ceremonies (Councilmember Sweeten)
2. Call to Order and Roll Call (Chair)
3. Approval of the July 10, 2025, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning and Zoning Commission Report
6. Parks and Recreation Advisory Committee Report

7. **Public Hearing:** Ordinance 25-26—Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A)
8. **Discussion and Consideration:** Ordinance 25-26—Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) (First Reading)
9. **Discussion and Consideration:** Ordinance 25-27—Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S (First Reading)
10. **Public Hearing:** A Public Hearing Authorizing Not More Than \$3,800,000 Taxable Water Revenue Bonds, In One or More Series, For Water System Improvements, and Related Improvements; Providing for the Publication of a Notice of Public Hearing and Bonds to be Issued; Fixing the Maximum Aggregate Principal Amount, Interest Rate, Maturity, and Discount of the Bonds; Providing for the Running of a Contest Period; and Related Matters
11. **Discussion and Consideration:** Resolution 25-26—A Resolution Authorizing the Issuance and Sale of Taxable Water Revenue Bonds, Series 2025, For Water System Improvements, and Related Improvements; Authorizing All Related Documents and Action; and Related Matters (First Reading)
12. **Discussion and Consideration:** Resolution 25-23—Agreement with the State of Utah Department of Transportation, Active Transportation Cooperative Agreement, Accepting Ownership of Trail ROW and Responsibility of Maintenance (Second Reading)
13. **Discussion and Consideration:** Ordinance 25-24—Amending NCC 19.20.010 Classification of New and Unlisted Land Uses, Setting Forth a Process for Classification of Land Uses and Legislative Action for New or Unlisted Land Uses (First Reading)
14. **Discussion and Consideration:** Ordinance 25-25—Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways (First Reading)
15. **Discussion and Consideration:** Ordinance 25-28—Adjusting the Municipal Boundaries of the City of Nibley, Adding Parcels, or Portions Thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-

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

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

007-0013, 03-007-0027, Located at Approximately 2200 South & U.S. Highway 89/91, to Nibley City and Assigning Zoning to Subject Properties

16. **Discussion & Consideration:** Acceptance of an Annexation Petition for further consideration for Real Property into the Municipal Boundaries of Nibley City for parcel 03-049-0011 located at approximately 3610 South 1200 West (Applicant: Blaine Hamblin, Heritage Land Holding)
17. **Workshop:** Asset Management Software
18. **Workshop:** Code Enforcement and Software
19. **Council and Staff Reports**

Nibley City's next scheduled Council meeting will be on Thursday, August 21, 2025, at 6:30 PM



July 15, 2025

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

When: July 31, 2025, at 6:30 p.m.

Where: Nibley City Hall, 455 W 3200 S Nibley Utah

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on July 10, 2025, the City Council (the "Council") of Nibley City, Cache County, Utah (the "Issuer") adopted a resolution (the "Resolution") in which it authorized the issuance and sale of the Issuer's Taxable Water Revenue Bonds, in one or more series (the "Bonds"), in an aggregate principal amount not to exceed \$3,800,000, bearing a hardship grant assessment in lieu of interest at the maximum rate of 2.5% per annum, to mature in not more than twenty-five (25) years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof, plus accrued interest, if any. The estimated total cost to the Issuer for the proposed Bonds, if the Bonds are held until the maximum maturity, based on the maximum hardship grant assessment in lieu of interest rate above, if any, is \$5,114,231. However, the Issuer has obtained a funding approval for the Project from the State of Utah acting through its Department of Environmental Quality, Drinking Water Board (the "DWB"), for a loan in the amount of \$3,500,000, bearing a hardship grant assessment in lieu of interest at the rate of 2.5% per annum, to mature in 20 years, in which case the estimated total cost to the Issuer for the proposed bonds will be \$4,451,185. Presently, the Issuer has no bonds secured by a pledge of water revenues.

NOTICE IS FURTHER GIVEN that the Issuer called a public hearing for the purpose of inviting public comment on the proposed issuance of the Bonds and the economic impact that the improvements proposed to be financed with the Bonds will have on the private sector. The public hearing will be held on July 31, 2025, at 6:30 p.m., or as soon thereafter as feasible, at Nibley City offices located at 455 W. 3200 S., Nibley, Utah 84321. As Taxable Water Revenue Bonds, no property taxes will be pledged for repayment of the Bonds.

The Bonds will be issued pursuant to the Resolution and a Final Bond Resolution (the "Final Bond Resolution") of the Council of the Issuer, authorizing and confirming the sale of the Bonds for the purposes to (i) finance the acquisition and construction of water system improvements, including a culinary water well, and related improvements, and (ii) pay the costs of issuing the Bonds.

A draft of the Final Bond Resolution in substantially final form was before the Council and was part of the Resolution at the time of the adoption of the Resolution by the Council (collectively, the “Bond Resolutions”). The Final Bond Resolution is to be adopted by the Council in such form and with such changes thereto as shall be approved by the Council upon the adoption thereof; provided that the principal amount, the interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

Copies of the Bond Resolutions are on file in the office of the City Recorder of the Issuer in the Issuer’s offices in Nibley, Utah, where they may be examined during regular business hours, i.e., between from 9:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice, any person in interest shall have the right to contest the legality of the Bond Resolutions or the Bonds, or any provision made for the security and payment of the Bonds by filing a verified written complaint in the district court of their county of residence, and that after such 30-day period, no one shall have any cause of action to contest the regularity, formality or legality thereof for any reason.

July 15, 2025

Nibley City

Nibley City Recorder
(435) 752-0431

Mayor
Larry Jacobsen

Council Members
Norman Larsen
Kay Sweeten
Nathan Laursen
Erin Mann
Garrett Mansell



July 21, 2025

NIBLEY CITY COUNCIL NOTICE OF PUBLIC HEARING

The Nibley City Council will hold a public hearing to receive comment on the following Ordinance:

Ordinance 25-26--Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A)

When: July 31, 2025, at 6:30 p.m.

Where: Nibley City Hall, 455 W 3200 S Nibley, Utah

A full report will be posted on the Nibley City website by July 29, 2025, as part of the City Council's agenda and packet report. Any updates to the plan will be posted on the City's website. Applicants or interested parties should submit written or emailed comments no later than 5:00 PM MDT on the Wednesday prior to the meeting to allow the Council adequate time for review and consideration. Comments should be submitted either by mail to Nibley City or email to cherylb@nibleycity.gov. If applicants or interested parties would like to comment after this time, please submit your comments during the public hearing at the meeting.

Thank you,

Cheryl Bodily
Nibley City Recorder
(435) 752-0431

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Agenda Item #7 & 8

Description	Public Hearing: Ordinance 25-26- Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) and Discussion and Consideration: Ordinance 25-26- Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve Ordinance 25-26- Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) with the findings noted below
Planning Commission Recommendation	Approve Ordinance 25-26- Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) with the condition the rezone does not go into effect until The property is legally subdivided as an Open Space Subdivision in accordance with Nibley City Code 21.10.020.
Reviewed By	Justin Maughan, City Manager; Tom Dickinson, City Engineer; Planning Commission;

Background:

Josh Low, representative of Hidden Valley Estates LLC, property owner of Parcel 03-0017-0019, located at 1405 W 3200 S has applied to Rezone the property from

Residential (R-2) to Residential (R-2A). On September 14, 2023, the City Council Rezoned the property from Agricultural (A) to Residential (R-2). At the time, applicant proposed to rezone the properties as R-2A. However, the Planning Commission determined that R-2 was a more suitable zone for the property, citing that there would be more of an incentive to develop the property as an Open Space Subdivision. The City Council concurred with this assessment and rezoned the property R-2.

Although this application is essentially a reconsideration of this former request, the applicant has provided an updated justification and is submitting this request in conjunction with a consideration of a Preliminary Plat application to subdivide the property as an Open Space Subdivision. It is important to note that approval of the Rezone does not constitute approval of the subdivision, but it would be considered separately.

Since the time that the former rezone request was denied, Nibley City adopted amendments to the Open Space Subdivision ordinance which allows for smaller lot sizes within a R-2A zone. The proposed subdivision conforms with this updated ordinance.

Although this Rezone was previously denied, Staff is recommending approval, as the proposal is consistent with the General Plan, including the Future Land Use Map.

Applicant Statement

What is the need for the proposed zone change, code change or master plan change?

Our intent is to use the new code to donate acreage in exchange for the higher density within the R2a Zoning. In addition, we are putting the attached plat for approval as well, so that the City and Council will know exactly what we are going to provide.

What will the public benefit be if the zone change, code change or master plan change is granted?

Open space that is of benefit to the surrounding area and a beautiful subdivision that will give less expensive building opportunities for Nibley neighbors.

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

The proposal adds open space and is in line with the goals and policies within the general plan.

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

The area is surrounded by R2a zoning with the exception of one small subdivision to the south.

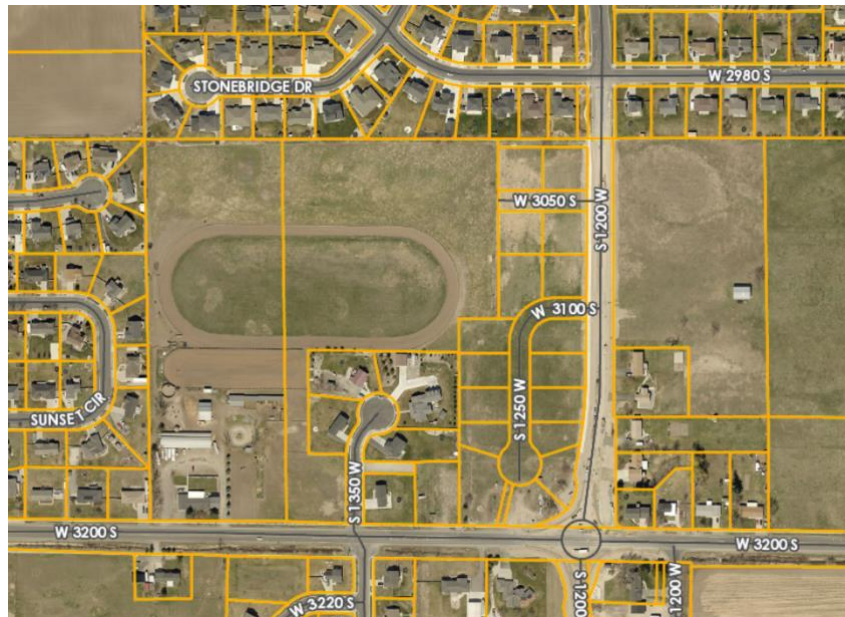
What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the property owner or developer?

Infrastructure is in place surrounding the proposed subdivision.

Site Context

The two properties together total 19.49 acres. The property has been historically used as an equine facility with outbuildings, stalls, racetrack, pasture and other training facilities and equipment. The property is bordered by Maple Valley Estates to the west (R2), Hideaway Estates to Southwest (R2), Stonebridge to the North and Heritage Crossing to the east (both R2A). Each of these bordering subdivisions are detached single-family developments. Malouf Industries is located to the North West. The properties could be serviced by two arterial roadways, 1200 West to the East and 3200

South to the South. These two corridors also provide access for the properties to both water and sewer facilities. The north end of the property has been master planned for a storm water drainage corridor and a trail.



General Plan Guidance

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

Land Use Goal 1: Encourage development that respects and preserves the character of the City and provides a mix of commercial, residential housing and some light industrial uses. Carefully plan for growth within the City, ensuring that development occurs in suitable locations and can be efficiently served over the long term.

Land Use Goal 2: Guide land use and growth decisions through application of the General Plan, the Future Land Use Map, and relevant goals, principles, and projects.

Residential Development and Housing Goal 1: Ensure that new residential development is compatible with existing development and protects Nibley’s rural character and natural resources.

Residential Development and Housing Goal 2: Preserve existing housing and neighborhoods where appropriate.

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

Recommended Findings

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

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ORDINANCE 25-26

**REZONE PARCEL 03-017-0019, LOCATED AT 1405 W 3200 S FROM RESIDENTIAL (R-2)
TO RESIDENTIAL (R-2A)**

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

Parcel 03-017-0019, more particularly described below, is hereby rezoned from Residential (R-2) to Residential (R-2A).

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

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

CONT 19.23 AC

The Rezone is conditional upon the following:

1. The property is legally subdivided as an Open Space Subdivision in accordance with Nibley City Code 21.10.020.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ day of _____, 2025.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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Application Review Status

Final-Review	Not Reviewed	11/05/2024
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Fees		Payments		
Plan Check	\$500.00	11/05/2024	Online	\$650.00
Public Notice Fee	\$150.00	Total Paid		\$670.80
Subtotal	\$650.00			
Processing Fee	\$20.80			
Total	\$670.80			
Amount Paid	\$670.80			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

First Name

HIDDEN VALLEY ESTATES PROJECT

Last Name

LLC

Address Street

201 S MAIN ST STE 800

City

Salt Lake City

State

UT

Zip Code

84111-2221

Phone

(435) 764-5430

Email

joshlow@dwelldrg.com

Is the property owner representative different from the listed property owner

yes

First Name

Joshua

Last Name

Low

Address Street

850 N. 200 W.

City

Logan

State

UT

7/11/25, 11:37 AM

Civic Review - Permit & Licensing Software

Zip Code

84321

Phone

435-764-5430

Email

joshlow@dwellrg.com

Request Type:

Rezone

Rezone Address Street

Approx. 410 W. 3200 S. Nibley, UT 84321

Tax I.D. Number(s)

03-017-0019

Area of Rezone Request (Acres)

19.23


Current Zoning (check all that apply)

R-2- Residential

Proposed Zoning (check all that apply)

R-2A- Residential

Site Plan and Map (please attach)

 22-307 Preliminary Plat - 24.08.30 (1).pdf

What is the need for the proposed zone change, code change or master plan change?

Our intent is to use the new code to donate acreage in exchange for the higher density within the R2a Zoning. In addition, we are putting the attached plat for approval as well. So that the City and Council will know exactly what we are going to provide.

What will the public benefit be if the zone change, code change or master plan change is granted?

Open space that is of benefit to the surrounding area and a beautiful subdivision that will give less expensive building opportunities for Nibley neighbors.

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

The proposal adds open space and is in line with the goals and policies within the general plan.

Is there any annexation of property necessary?

No


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

The area is surrounded by R2a zoning with the exception of one small subdivision to the south.

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

Infrastructure is in place surrounding the proposed subdivision.

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

 CORE - Parcel #03-017-0019 in 2025.pdf

Signature

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

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

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

Joshua Low - 11/05/2024 2:38 pm

Agenda Item #9

Description	Discussion and Consideration: Ordinance 25-27- Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve Ordinance 25-27- Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S
Planning Commission Recommendation	Approve Ordinance 25-27- Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S
Reviewed By	Justin Maughan, City Manager; Tom Dickinson, City Engineer; Joel Yellowhorse, City Attorney; Planning Commission

ADDITIONAL INFORMATION 7/28/2025-

Staff received a structural analysis of the existing buildings that are proposed to be dedicated to the City with the 6.40 acres of open space (see report included in Teams). There are three structures currently used for agricultural and equestrian purposes. The northmost structure is an old pole barn that is in poor condition. Restoration would be costly, and it is recommended to be demolished. The other 2 structures include a larger building on the west that consists of indoor stables used for housing horses and similar livestock, and another structure that could house smaller farm animals and that has covered open stables attached on the east. These 2 structures have several structural deficiencies that are recommended to be mitigated if they are to be used by the public. Mitigation could cost upwards of \$125,000 for structural improvements.

The Nibley Chief Building Official also performed an inspection of electrical, plumbing, and mechanical systems in the two buildings. There were several deficiencies noted in the report included in Teams. Staff did not obtain cost estimates for the work but could upon request by City Council.

Background:

Josh Low, representative of Hidden Valley Estates LLC, property owner of Parcel 03-0017-0019, located at 1405 W 3200 S has applied for Preliminary Plat approval for the Fields at Nibley Subdivision. In accordance with NCC 21.06.040(A)(4), a Development Agreement is being proposed to set terms and conditions for the subdivision.

While the Planning Commission is the approval authority for the preliminary plat, City Council is approval authority for the development agreement. This is for two reasons: the proposed agreement includes a provision which is in conflict with Nibley City Code and the agreement includes dedication of land to Nibley City. The proposed 70-lot Open Space Subdivision is located on a 19.23-acre parcel at 1150 W 3200 S. The following terms and conditions are included in the proposed development agreement.

- Sets forth specific allowances and restrictions of the open space subdivision as it applies to this property in accordance with Nibley City Code, as they relate to a R-2A-zoned property. However, the Open Space parcel dedicated to the City shall be treated as agricultural, as it relates to animal land use regulations.
- The Developer shall dedicate 6.41 acres to the City as Open Space, in conjunction with the subdivision.
- The Developer shall construct a 3-rail fence around the perimeter of the City-dedicated open space and dividing the proposed stormwater basin.
- The Developer shall dedicate water shares to the City specifically for use on the Open Space in accordance with NCC 21.12.020(B)
- The Developer shall provide street trees and other public improvements in accordance with Nibley City Code.
- The Developer shall pipe the irrigation canal which is located directly east of the project site, between the project boundary and 1200 West, adjacent to the north of Heritage Crossing Subdivision. The Developer shall install a 8' wide paved trail which connects the 1200 West sidewalk to the project. The City shall reimburse the Developer for the cost of piping the canal and constructing the trail.
- Developer and City agree that, due to the unique topography of the Property and the surrounding parcels, a Runoff Management Plan ("RMP") to provide for the management of storm water and other runoff between the Developer and the owners of the neighboring parcels.

ORDINANCE 25-27

DEVELOPMENT AGREEMENT FOR THE FIELDS AT NIBLEY, A 70-LOT OPEN SPACE SUBDIVISION ON APPROXIMATELY 19.23 ACRES, AT 1405 W 3200 S

WHEREAS, The Fields at Nibley Subdivision, was conditionally approved as a Open Space Subdivision on July 16, 2025 under Nibley City Code 21.10.020 (“Open Space Subdivision Ordinance”) pursuant to the Development Agreement and other approvals issued by Nibley City; and

WHEREAS, The dedication of 6.41 acres of Open Space to Nibley City will be of beneficial use to the City and its residents; and

WHEREAS, it is appropriate to allow animal land use of the property consistent with the regulations of an agricultural zone; and

WHEREAS, Developer has cooperated to address potential flooding concerns of the site;

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

1. The attached Development Agreement be approved
2. The Agreement shall not take place until the Developer and City have signed the attached Agreement and said Agreement has been properly recorded as required by Nibley City Code.
3. All ordinances, resolutions and polices of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving and law, order, resolution or ordinance or part thereof.

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2025

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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WHEN RECORDED, RETURN TO:
Johnson & Yellowhorse
P.O. Box 831
Pleasant Grove, UT 84062

NIBLEY CITY DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), entered into this ____ day of _____, 2025 (“**Effective Date**”), between HIDDEN VALLEY ESTATES PROJECT, LLC, a Utah limited liability company (“**Developer**”), and NIBLEY CITY, a political subdivision of the State of Utah (“**City**”), and

WHEREAS, Developer desires to develop certain property consisting of approximately 15.92 acres located in the City, as more particularly described on Exhibit A attached hereto (“**Property**”); and

WHEREAS, the parties desire to enter into this Agreement to provide for the development of the Property (“**Project**”) consistent with the City’s General Plan and generally in accordance with the development plans attached as Exhibit B hereto (“**Development Plans**”); and

WHEREAS, the parties desire that the Project be constructed in accordance with the Development Plans and this Agreement; and

WHEREAS, City finds that entering into this Agreement with Developer (i) is in the vital and best interest of the City and the health, safety, and welfare of its residents; (ii) meets the spirit and intent of the Nibley City Code (“**Code**”); (iii) will allow integrated planning and design of the Project; (iv) meets applicable use limitations and other requirements of the Code, as may be further provided for in this Agreement; and (v) promotes the efficient and orderly growth of the City; and

WHEREAS, City finds that the Development Plans are (a) consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian design, and environmental protection, (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan and as otherwise agreed to in this Agreement, (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions, (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties, and (e) includes adequate provisions for utilities, services.

NOW THEREFORE, each of the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree and as follows:

1. Subdivision Ordinance. Developer hereby acknowledges receipt of a copy of the Code, including the Nibley City Subdivision Ordinance (“**Subdivision Ordinance**”). Developer hereby acknowledges that Developer (or an agent of Developer) has read the Subdivision Ordinance and that Developer understands the provisions of the Subdivision Ordinance and that, except as otherwise provided in this Agreement, Developer will fully and completely comply with the provisions and requirements therein contained. Subject to this Agreement, Developer shall comply with all the laws of the City, State of Utah and the United States that are in effect as of the Effective Date, including the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City as of the Effective Date (“**Applicable Law(s)**”) for each aspect of this Project, including payment of fees and compliance with design and construction standards. To the extent that the terms, conditions, and requirements of this Agreement and the Development Plans expressly modify or are in direct conflict with the Code or another City-adopted ordinance, standard, or land use regulation applicable to the Project, this Agreement shall control and take precedence.

2. Vested Rights Granted. To the fullest extent permissible under Applicable Law, this Agreement grants and vests in Developer all rights, consistent with the Code, to develop the Project according to the Development Plans and under Applicable Law, which rights shall continue for the duration of this Agreement (collectively, the “**Vested Rights**”). It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement and provided such assignment conforms with the requirements of, and assignees agree to be bound by the terms of, this Agreement.

3. Zoning and Density. In compliance with the requirements of applicable provisions of the Code, Applicable Law, and following a public hearing with the City Planning Commission on _____, and a public hearing with the City Council on _____, the City, pursuant to its legislative authority, approved the R-2A zoning of the Project, the City agrees development of the Project may proceed following annexation as provided in this Agreement and acknowledges the Development Plans are consistent with the City's Code and General Plan. The maximum density of residential units shall not exceed 4.4 units per acre with a total of seventy (70) units within the Project and shall be located approximately in the same location as shown in the Development Plans. Unless otherwise provided for in this Agreement, Developer acknowledges that development of the Project is subject to all normally-applicable City processes in the Code.

4. Open Space Land. As used, herein the term “**Open Space Land**” shall include those areas designated as Open Space Land on the Development Plans. Location of the Open Space Land shall be approximately in the same location as shown in the Development Plans. The Open Space Land is intended to help preserve the rural feel of the City and provide scenic views to its residents. As part of providing the Open Space Land:

a. The Project shall be developed in accordance with the following “**Lot Standards Chart**”:

Average Residential Lot Size	Minimum Residential Lot Size	Frontage
$\geq 5,800 \text{ ft}^2$	$\geq 5,000 \text{ ft}^2$	$\geq 50 \text{ ft}$

b. The Project shall be developed in accordance with the following “**Minimum Setback Chart**”:

Front Yard	Side Yard, Interior	Side Yard, Street	Rear Yard
20 ft	5 ft	20 ft	15 ft

c. Permitted uses of the Open Space Land include:

- i. Street rights-of-way may traverse Open Space Land if permitted under City ordinances; provided, areas encumbered by such facilities and/or rights-of-way shall not be counted as Open Space Land when computing the Open Space Ratio in the Lot Standards Chart.
- ii. Utility rights-of-way or easements, including above ground and underground utilities may traverse Open Space Land if permitted by City ordinance; areas encumbered by such facilities and/or rights-of-way may be counted as Open Space Land when computing the Open Space Ratio in the Lot Standards Chart so long as the rights-of-way and easements otherwise meet the requirements of this ordinance for Open Space Land.
- iii. Agricultural and horticultural uses, including raising crops wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations. Wholesale nurseries must obtain an operating permit and business license from the City and must comply with all fencing and maintenance requirements of this ordinance.
- iv. Conservation of open land in its natural state, e.g., meadows, tree stands, wetlands, forestland.

- v. Waterways along with dedicated public access rights-of-way or easements along one or both sides.
- vi. Underground utility easements for drainage, access, sewer or water lines, electric lines or other public purposes.
- vii. Active noncommercial recreation areas, such as trails, playing fields, playgrounds, courts, and multipurpose trails. These parcels shall be maintained by the City or an owners' association and shall be open to the public if maintained by the City, or residents within the Open Space Subdivision if maintained by a functional owners association.
- viii. Agricultural uses excluding livestock operations involving swine, poultry, and mink. Open Space Land of less than one-half (0.5) acre may be used as landscaped buffers for roadways, landscaped entrances to subdivisions, neighborhood "pocket parks" or similar amenities that meet standards and uses listed herein.
- ix. Fencing that is rural in character. All fencing must be transparent, such as rail fences, post fences, or wire fences and architecturally appropriate to the use as determined by the City Planner. Chain link fences are not permitted on Open Space Land. All applicants must receive a fence permit from the City before construction of any proposed fence.
- x. Golf courses, not including commercial miniature golf. A development plan must be turned in as part of the approval process that outlines ownership, development, and building plans.
- xi. Neighborhood Open Space Land uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses. Neighborhood Open Space Land must be owned and maintained by an owners' association or the City.
- xii. Pasture for sheep, goats, cows, horses or other animals approved by the Code. Pasture and animal density must conform with the Code and be enclosed with appropriate fencing.
- xiii. Silviculture, in keeping with established standards for selective harvesting and sustained yield forestry.

Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the Open Space Land

- xiv. Large animals shall be permitted in open space as if the open space were zoned as Agricultural Lots Greater than or Equal to 5.0 Acre with the limitations in the table under Nibley City Code 19.34.040 as last amended on December 14, 2023

d. Except where otherwise permitted in this Section, the following uses of the Open Space Land are prohibited:

- i. Motor vehicles are prohibited except as necessary to maintain and operate the property and/or utility facilities within the property. Recreational motorized off-road vehicle usage including but not limited to motorcycles, dirt bikes, go-carts, OHVs, dune buggies, side-by-sides and their derivatives, and snowmobiles are prohibited.
- ii. Firearm ranges, and other uses similar in character and potential impact are prohibited.
- iii. Advertising of any kind and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized uses of the same.
- iv. Any cutting of trees or vegetation, except as reasonably necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses or other uses allowed within this Section.
- v. Any development, construction or location of any manmade modification or improvements such as buildings, structures, roads, parking lots, or other improvements, except as may be necessary to support a permitted use.
- vi. Any dumping or storing of ashes, trash, garbage, vehicles, trailers, recreational vehicles or other equipment except for equipment needed to maintain the land.
- vii. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property.
- viii. Any residential, commercial or industrial activity except as specifically permitted in this ordinance.
- ix. Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes.

- x. Changing the topography of the property by placing on it any soil, dredging spoils, landfill, or other materials, except as necessary to conduct specifically permitted purposes.
- xi. Hunting or trapping for any purpose other than predatory or problem animal control.
- xii. The change, disturbance, alteration, or impairment of significant natural ecological features and values of the property or destruction of other significant conservation interests on the property.
- xiii. The division, subdivision or de facto subdivision of the property.
- xiv. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles.

e. The Developer shall dedicate 6.41 acres to the City as Open Space and a trail right-of-way in consideration for this Agreement, free and clear as shown in the attached Preliminary Plat, in conjunction with the Final Plat.

f. The Developer shall construct a 3-rail fence that is between five (5) feet and six (6) feet tall around the perimeter of the City-dedicated open space and dividing the proposed stormwater basin, as shown on the approved Preliminary Plat. The fence shall be constructed prior to the approval of the first building permit in the Subdivision.

The Developer shall dedicate water shares to the City specifically for use on the Open Space in accordance with NCC 21.12.020(B) as it is written on the Effective Date.

5. Public Improvements.

a. Developer shall construct each sewer manhole collar and each water valve collar in appropriate locations according to the approved construction drawings.

b. Developer must either pay the City a “street tree fee” for the purchasing and installing of trees within the Project or purchase and install the street trees as improvements to the Project. The number of trees total [] and the type of tree is referenced in the Landscape plan approved by City Administrative Land Use Authority. The City fee for all ____ trees is \$ _____ or \$ ____ per tree as calculated in the Street Tree Cost letter in Exhibit C. If the Developer elects to purchase and plant the street trees, Developer will have up to two (2) years after the completion of the Project to install street trees adjacent to constructed homes. At the end of the 2-year period, the Developer may choose to pay the per tree cost to the City for any unplanted trees after which the City will assume the responsibility to construct the remaining trees; request to extend tree planting for another two (2) years; or install the remaining trees after providing reasonable means for watering and maintenance. While the street trees remain an obligation of the Developer, a proportional portion of the Surety Bond will remain in place to guarantee the cost of installation. In all cases, proportional financial assurances shall be held by the Developer until

improvements are completed per the prescribed improvement completion, inspection, and acceptance process and the financial assurance release process, as set forth in the Code, this Agreement, and the terms of any specific agreement, instrument, or document governing the financial assurances.

c. The Developer shall pipe the irrigation canal which is located directly east of the project site, between the project boundary and 1200 West, adjacent to the north of Heritage Crossing Subdivision. The Developer shall install a 8' wide paved trail which connects the 1200 West sidewalk to the project. The City shall reimburse the Developer for the cost of piping the canal and constructing the trail.

d. Developer shall supply the City with water rights or shares for the Project. The amount of shares shall be calculated using Utah Administrative Code Rule R309-510 for indoor and outdoor culinary and irrigation use and reviewed and approved by the City Engineer.

e. Developer shall be responsible for the maintenance, repair, and upkeep of all public improvements until such improvements are completed and are inspected by the City. The City shall not be liable for any damage or deterioration of such improvements prior to completion and inspection.

f. City shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project).

6. Runoff Management. Developer and City agree that, due to the unique topography of the Property and the surrounding parcels, a Runoff Management Plan ("RMP") to provide for the management of storm water and other runoff between the Developer and the owners of the neighboring parcels. The City agrees that it shall provide all necessary and appropriate easements and other rights and interests necessary for the RMP. Developer intends to enter into the RMP in connection with the development of the Project, subject to agreement among the owners of the neighboring parcels and Developer. By way of illustration and not limitation, the RMP shall specific shared obligations regarding the following:

a. [INSERT PLAN SPECIFICS]

7. In an effort to mitigate the flood risk that the Development might create for certain homes, the Developer shall cover areas identified as a flood concern with fill provided by Nibley City. Nibley City shall be responsible for providing 6500 cubic yards of non-structural fill material. Fill shall be placed by the Developer in the areas shown on Exhibit A. The Developer agrees to repair or replace any of the homeowner's existing landscaping, fencing, sprinkling system, or other outbuildings that are impacted from the fill.

8. Homeowners Association. The Developer shall establish a Project homeowner association (HOA) which shall be responsible for the upkeep and maintenance of all common areas within the project.

9. Development Fees. Developer shall pay all development fees in accordance with the Code prior to final approval to begin construction activity and/or recordation of final plat.

10. Notice to Proceed. Developer shall not engage in any construction or disturbance of soil in the Project prior to issuance of the Notice to Proceed by the Public Works Director. The Notice to Proceed shall not be unreasonably withheld, conditioned, or delayed by the Public Works Director or the City. In the event the Public Works Director is unavailable to issue such Notice to Proceed in a timely manner then the City Engineer or City Manager shall be authorized to issue the same without the need for any additional consents or approvals.

11. Issuance of Permits. Provided Developer is in compliance with this Agreement, City shall issue building permits and/or occupancy permits for the Project for up to a total of [seventy (70)] units.

12. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. Developer may develop the Project in accordance with the Vested Rights. The parties intend that the Vested Rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The parties specifically intend that this Agreement grants to Developer “vested rights” as that term is also construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509.

b. Construction Improvements. Except where otherwise provided herein, Developer shall construct improvements in accordance all Code, City ordinances, and standards as of the Effective Date.

c. Applicable Development Regulations. Neither the City nor any department or agency of the City shall impose upon the Project (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each a “**New Law**”) that reduces or impacts the rights provided by this Agreement or by the Vested Rights. For example, a New Law conflicts with this Agreement or the Vested Rights if it does any of the following in a way that is more restrictive than the current law, whether by targeting this Project specifically or as part of a general law:

- i. Changes the allowed uses of the Project;
- ii. Limits or controls the speed, order, or timing of the approval or construction of any part of the Project, unless allowed by this Agreement or current law; or
- iii. Applies a new rule to the Project that is not applied uniformly to similar projects or properties across the City.

d. Legislative Powers. The City shall process each application of the Developer consistent with the Vested Rights, provided that nothing in this Agreement shall limit the future exercise of the police power and legislative authority of the City, which power and

authority is expressly reserved and retained. Notwithstanding such retained power, no New Law that conflicts with this Agreement or the Vested Rights shall apply to the Project.

13. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned, but the City is authorized to enter into a contract with a third party or create a local district to perform obligations of the City to operate and maintain any infrastructure improvement so long as such party or entity adequately and reasonably maintains and operates such facility or improvement.

14. Successors and Assigns. This Agreement shall be binding upon Developer and its successors and assigns, and where the term “Developer” is used in this Agreement, it shall mean and include the successors and assigns of Developer.

15. Default. An “Event of Default” shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within ninety (90) days following delivery to the defaulting party of written notice of such delinquency and/or default. Notwithstanding the foregoing, if the identified default or delinquency cannot be reasonably cured within the foregoing 90-day period, the defaulting party shall not be in default so long as said defaulting party commences to cure the identified default within that 90-day period and diligently continues such cure in good faith until complete. In case such action is not taken or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure such default or breach, including, but not limited to, proceedings to compel specific performance by party in default or breach of its obligations, but not including termination unless by mutual agreement of both Parties. Prior to either party exercising any default remedies set forth herein, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

a. In the event of a default by Developer’s assignee, Developer may elect, in its discretion, to cure the default of such assignee, provided, Developer’s cure period shall be extended by ninety (90) days.

b. Either party may extend, in writing, the time for the other party’s performance of any term, covenant, or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant, or condition of this Agreement nor any other default or breach of this Agreement..

16. Termination. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below). The term may be extended automatically for up to two (2) periods of five (5) years each if no Event of Default remains

uncured, or Developer has commenced any curing activities. Upon termination or expiration of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

17. Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations, or controls; pandemics or epidemics; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period of time equal to the duration of that prevention, delay, or stoppage. In the event of such force majeure, the affected party shall notify the other party as soon as reasonably possible and shall do everything possible to resume its performance under this Agreement.

18. Notices. Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:	Hidden Valley Estates Project, LLC 201 S. Main Street, Suite 800 Salt Lake City, UT 84111 Attn: Steven P. Mehr
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with a copy to:	Ballard Spahr LLP 201 S. Main Street, Suite 800 Salt Lake City, UT 84111 Attn: Steven P. Mehr
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To the City:	Nibley City Attn: City Manager <u>455 W 3200 S</u> <u>Nibley, Utah 84321</u>
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19. Applicable Law and Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of Utah located in Cache County in any suit or proceeding arising out of or relating to this Agreement.

20. Estoppel Certificate. If no Event of Default remains uncured in the provisions of this Agreement and upon five (5) days prior written request by Developer or a sub-developer, the City will execute an estoppel certificate to any third party certifying that Developer (or a sub-

developer), as the case may be, at that time is not known by the City to be in default of the terms of this Agreement.

21. Relationship of the Parties. It is specifically understood and agreed to by the parties hereto that (i) this Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and the Developer; (ii) the Project is a private development; and (iii) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among the City and Developer.

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

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

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

25. Entire Agreement. This Agreement, and all Exhibits hereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties. Each Exhibit attached hereto and referred to in this Agreement is hereby incorporated by this reference as if fully set forth herein.

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

27. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Property in the Office of the Recorder for Cache County. This Agreement touches and concerns the Property and shall run with the land and be binding upon all owners of the Property.

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

29. Indemnification. Each of the parties agrees to indemnify and hold harmless the other party, including its officers, employees, and agents, for damages, claims, suits, and actions arising out of the indemnifying party's (including officers', employees', or agents') negligent or intentional errors or omissions in connection with this Agreement.

30. Insurance. Developer shall procure and maintain general liability insurance in an amount no less than [one million dollars (\$1,000,000.00)] per occurrence, with the City named as an additional insured, for any claims related to the Project. Proof of such insurance shall be provided to the City prior to the commencement of work.

31. Confidentiality.

a. Confidential Information. For the purposes of this Agreement, the term “**Confidential Information**” shall include, but not be limited to, any trade and business information, performance information, sales information, financial information, cost estimates, forecasts, contractual and special marketing information, site conditions, testing results, development plans, ideas, technical data and concepts originated by Developer and which Developer properly classifies as “business confidential” in accordance with Utah Code Ann. § 63G-2-309, in order to protect against unrestricted disclosure or competitive use, is identified or labeled as confidential, and which is furnished pursuant to this Agreement.

b. Non-Disclosure. City hereby agrees not to use the Confidential Information for its own use or for any other purpose not expressly permitted by this Agreement. City shall not disclose such Confidential Information to any other third party and shall protect the confidentiality of and take all reasonable steps to prevent disclosure or use of the Confidential Information and to prevent it from falling into the public domain or the possession of unauthorized persons.

c. GRAMA. City agrees to classify and treat as a “Protected Record” under the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. (the “**GRAMA**”), all Confidential Information under this Agreement, and to otherwise treat qualifying documents as Confidential Information in accordance with GRAMA. Upon delivery of Confidential Information to City, Developer shall provide the specific basis qualifying documents for protection under GRAMA. If City disagrees with Developer’s classification of a record, City shall first advise Developer before treating any such record as anything other than Confidential Information under this Agreement or a Protected Record under GRAMA.

[Signature Pages Follow]

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

NIBLEY CITY

**HIDDEN VALLEY ESTATES PROJECT,
LLC**

By: Justin Maughan
Its: City Manager

By:
Its:

STATE OF UTAH)
 :ss
County of Cache)

On this ____ day of _____, 20____, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

STATE OF UTAH)
 :ss
County of Cache)

On this ____ day of _____, 20____, personally appeared before me _____,
_____, the signer of the within instrument, who duly acknowledged to me that he executed the
same as _____ for _____.

NOTARY PUBLIC

EXHIBIT A

Legal Description

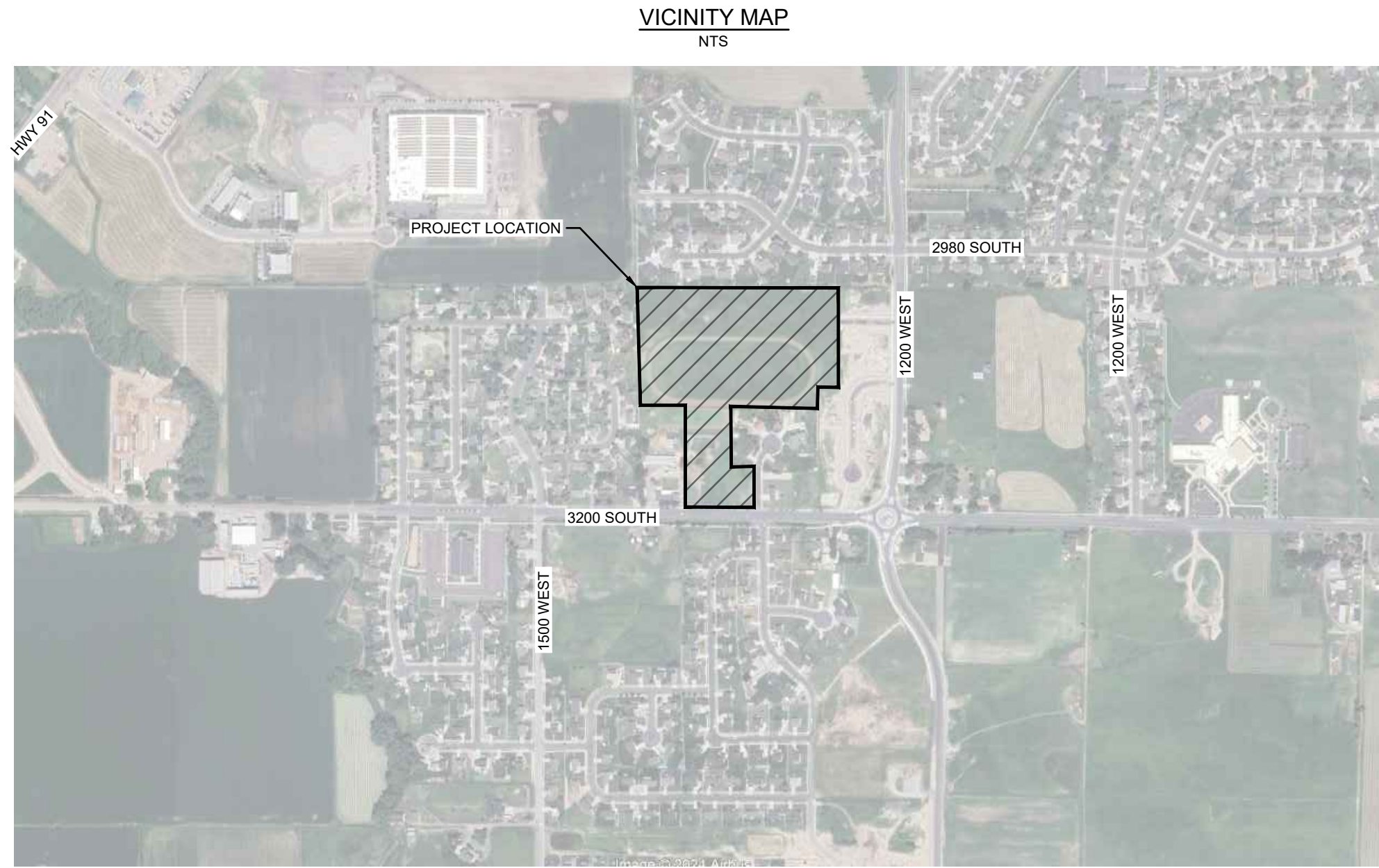
EXHIBIT B

Development Plans

[attached]

EXHIBIT C

Street Tree Cost



LEGAL DESCRIPTION

A PORTION OF THE SE1/4 OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN NIBLEY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST CORNER OF MAPLE VALLEY ESTATES SUBDIVISION, PHASE 4, AND THE SOUTHWEST CORNER OF STONEBRIDGE SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER, LOCATED 889°5'11"E ALONG THE SECTION LINE 1,326.76 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, T11N, R1E, S18M; THENCE 889°5'11"E (PLAT: S89°5'45"W) ALONG SAID PLAT 1,028.75 FEET TO A BOUNDARY LINE ADJUSTMENT DESCRIBED IN BOOK 2021 PAGE 3471 OF THE OFFICIAL RECORDS OF CACHE COUNTY AND EXTENSION OF THE WEST LINE OF HERITAGE CROSSING SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 3 (THREE) COURSES AND DISTANCES: S0°32'24"W ALONG SAID BOUNDARY LINE ADJUSTMENT 519.64 FEET; THENCE N89°51'08"W 115.19 FEET; THENCE S0°10'30"W 97.31 FEET TO A REBAR AND THE NORTHEAST CORNER OF HIDEAWAY ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: N88°51'30"W (PLAT: S88°51'33"E) 437.68 FEET; THENCE S0°01'27"E (PLAT: N0°01'32"W) 300.02 FEET; THENCE S88°42'04"E (PLAT: N88°42'07"W) 108.91 FEET; THENCE S0°15'21"E (PLAT: N0°15'24"W) 199.73 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3200 SOUTH STREET AND THE SOUTHWEST CORNER OF HIDEAWAY ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE N88°54'38"W ALONG SAID NORTH RIGHT-OF-WAY LINE 346.44 FEET; THENCE N1°05'22"E 129.25 FEET; THENCE N88°54'38"W 228.36 FEET TO A POINT ON THE EAST LINE OF MAPLE VALLEY ESTATES SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE N0°38'12"W (PLAT: S0°5'11"E) ALONG SAID PLAT 972.66 FEET TO THE POINT OF BEGINNING.

CONTAINS: 19.23+/- ACRES

GENERAL NOTES:

- SUBJECT PARCEL: 03-017-0019
- SUBDIVISION AREA: 19.23 AC
- CURRENT ZONE: R-2
- PROPOSED ZONE: R-2A
- SENSITIVE LANDS:
 - NO FLOOD PLAINS LOCATED ON OR WITHIN 100' OF TRACT
 - NO FAULT LINES LOCATED ON OR WITHIN 100' OF TRACT
 - NO WETLANDS LOCATED ON OR WITHIN 100' OF TRACT
- ALL PUBLIC ROWS ARE TO BE DEDICATED TO AND MAINTAINED BY NIBLEY CITY
- DRIVEWAY ACCESS FROM 3200 SOUTH IS NOT PERMITTED (APPLICABLE TO LOTS 67 & 68)
- BASEMENTS WILL BE PROHIBITED ON ALL LOTS DUE TO HIGH GROUNDWATER. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET 1" HIGHER THAN CURB ELEVATION.

OPEN SPACE SUBDIVISION CALCULATIONS:

- PROPOSED PUBLIC ROW AREA: 3.31 AC
- TOTAL DEVELOPABLE LAND: 15.92 AC
- REQUIRED OPEN SPACE (40%): 6.37 AC
- PROVIDED OPEN SPACE (PARCEL A & B): 6.40 AC
- LOTS ALLOWED: 14' x 50' = 70 LOTS
- REQUIRED AVERAGE LOT SIZE: 5,800 SF
- AVERAGE LOT SIZE: 5,919 SF
- MIN LOT FRONTAGE: 50 FT

PROJECT CONTACTS:

- DEVELOPER:

HIDDEN VALLEY ESTATES PROJECT LLC
201 SOUTH MAIN STREET STE. 800
SALT LAKE CITY, UT 84111
- AGENT:

JOSH LOW
E. JOSH@DWELLRG.COM
P. 435-764-5430
- CIVIL ENGINEER:

MICHAEL TAYLOR
498 WEST 100 SOUTH
PROVIDENCE, UT 84332
E. M.TAYLOR@CSG.WORK
P. 435-890-4498
- SURVEYOR:

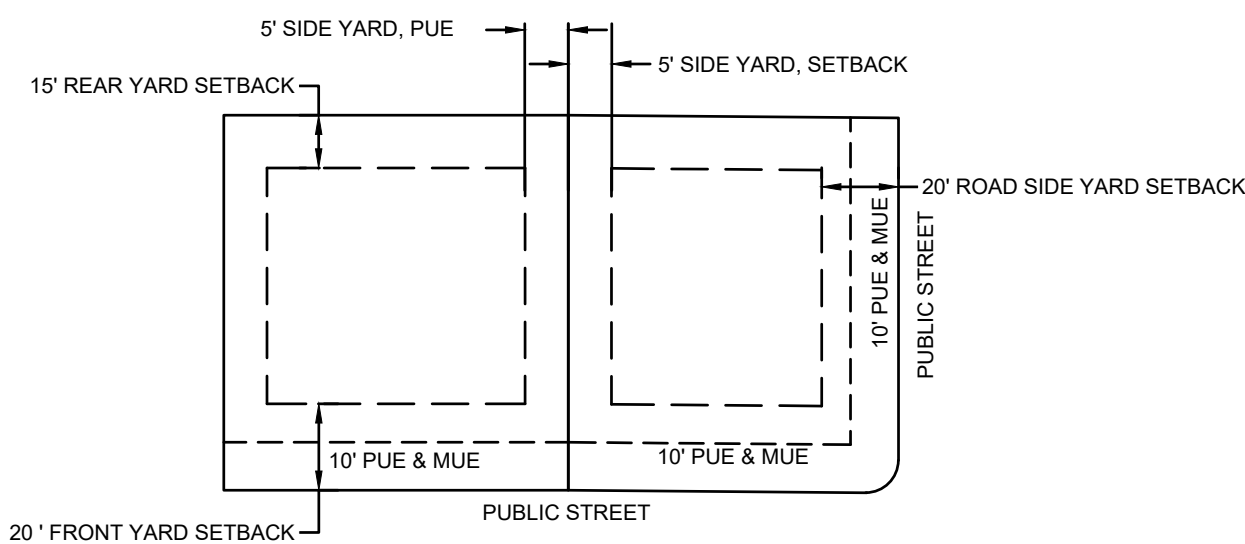
CURTIS BOWN
498 WEST 100 SOUTH
PROVIDENCE, UT 84332
E. CBOWN@CIVILSOLUTIONSGROUP.NET
P. 435-720-3761
- PROPERTY OWNER:

HIDDEN VALLEY ESTATES LLC
201 S MAIN ST. STE 800
SALT LAKE CITY, UT, 84111
- IRRIGATION COMPANY:

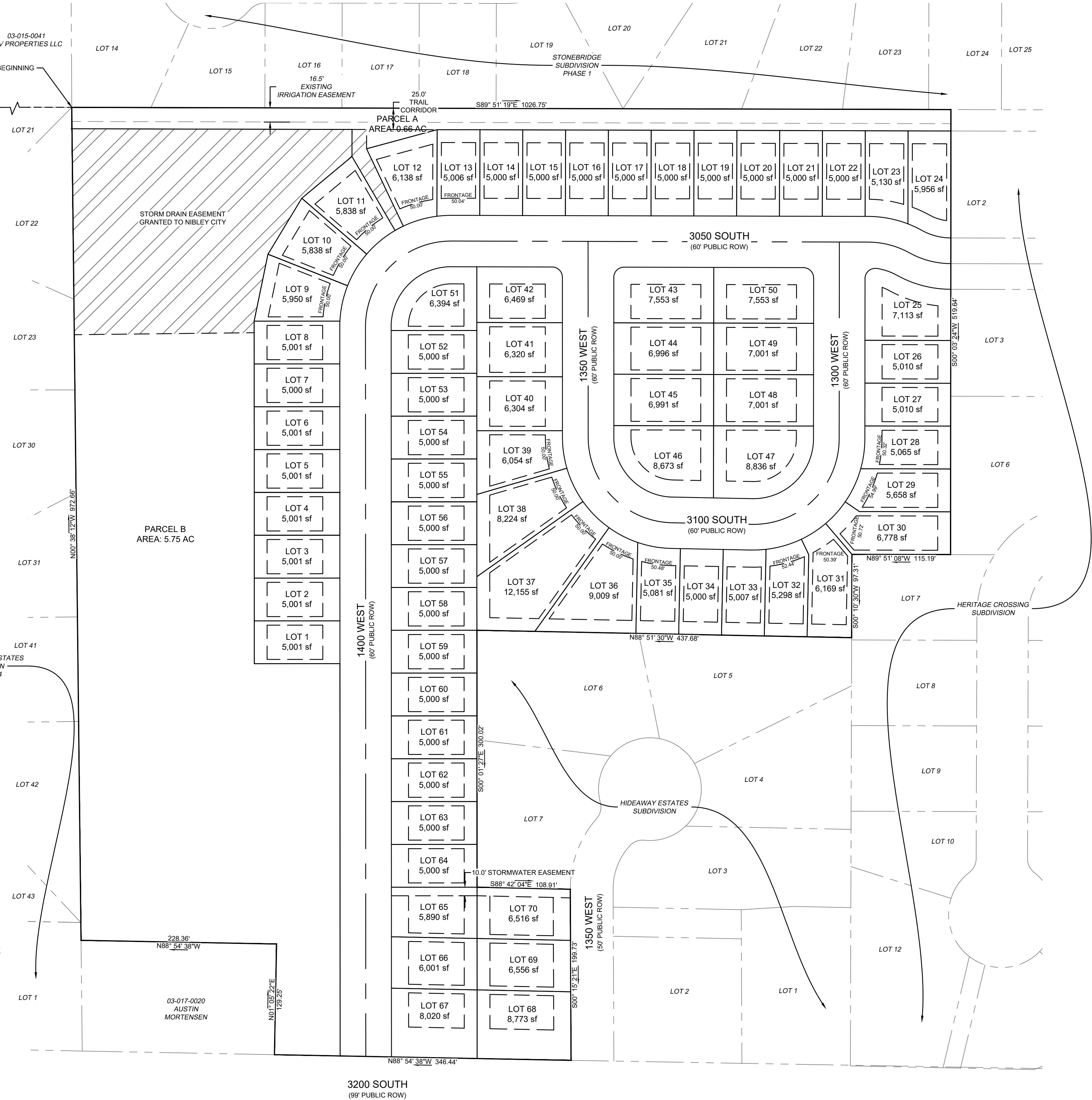
COLLEGE IRRIGATION COMPANY
GORDON ZILLES
P. 435-881-9298

LEGEND

SUBDIVISION BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
SECTION LINE	
EXISTING PROPERTY LINE	
EXISTING ROW CENTERLINE	
PROPOSED ROW CENTERLINE	
STORM DRAIN EASEMENT	



PUE & SETBACK DETAIL
NOT TO SCALE

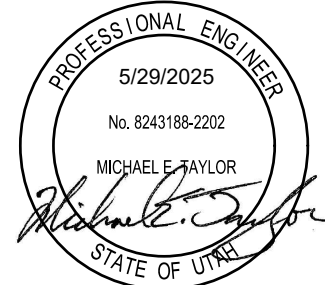


THE FIELDS AT NIBLEY

3200 SOUTH & 1350 WEST
NIBLEY, UT, 84321

MARK: DATE: DESCRIPTION:

PROJECT #: 22-307
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: M. TAYLOR
ISSUED: 5/29/2025



PRELIMINARY
SURVEY PLAN

03-015-0041
BHV PROPERTIES LLC

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

STONEBRIDGE
SUBDIVISION
PHASE 1

N89°51'19"W 1026.75'

16.5' EXISTING IRRIGATION EASEMENT

25.0' TRAIL CORRIDOR

S89°51'19"E 600.04'

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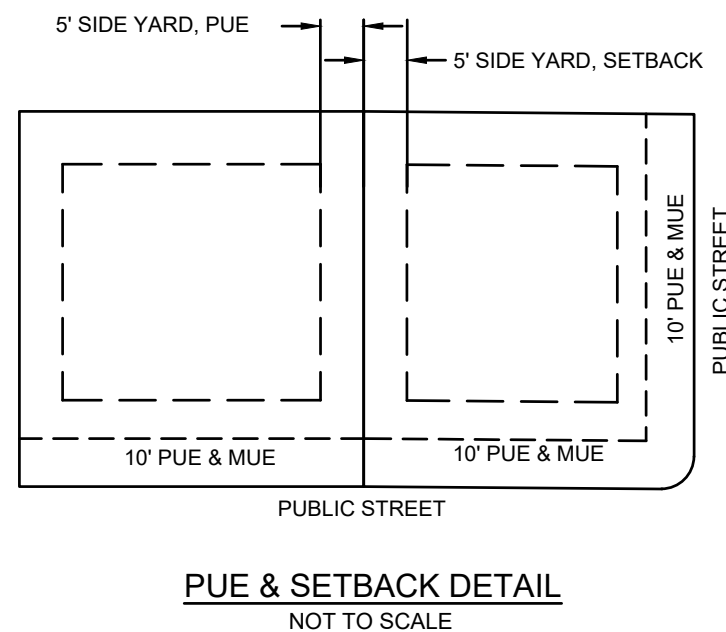
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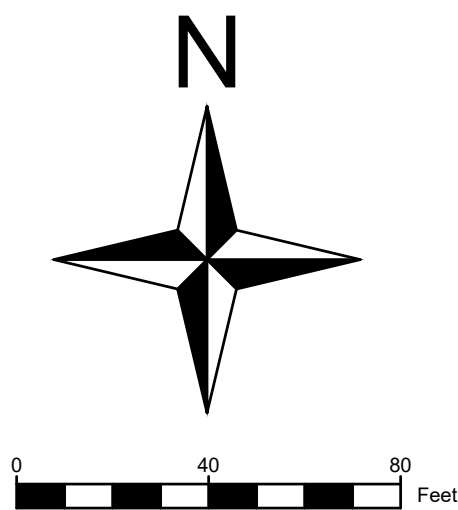
LEGEND

SUBDIVISION BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
SECTION LINE	
EXISTING PROPERTY LINE	
EXISTING ROW CENTERLINE	
PROPOSED ROW CENTERLINE	
SHEET BOUNDARY	

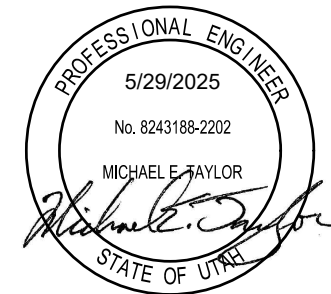


CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	700	28°33"11	35.29	S7°24'37.34 34.92
C2	1000	28°33"11	50.41	N75°24'37.34 61.73
C3	1300	28°35'33	65.01	N75°25'33" 64.94
C4	700	28°35'32	50.01	N71°23'03" 44.87
C5	1000	28°35'32	25.02	N73°34'33" 29.88
C6	1300	28°35'33	65.57	N75°25'33" 64.98
C7	1300	28°35'33	47.12	S84°53'35" 45.19
C8	1300	28°35'33	18.15	S79°34'34" 18.15
C9	1200	96°30'43	20.63	S49°18'43" 18.19
C10	1200	96°30'43	20.63	N44°03'56" 16.96
C11	1300	91°05'06	111.28	N45°35'55" 98.73
C12	1000	91°05'06	156.97	S45°35'57" 142.85
C13	1300	91°05'06	206.67	N45°35'55" 185.58
C14	1300	19°34'29	36.84	S7°03'38" 36.23
C15	1300	18°53'43	42.88	S25°04'49" 42.68
C16	1300	15°05'04	34.21	S40°04'00" 34.11
C17	1300	14°06'11	33.88	S57°04'26" 33.79
C18	1300	10°05'47	33.84	S74°02'50" 32.94
C19	1300	7°38'18	17.62	S87°20'52" 17.20
C20	700	88°50"11	106.53	S44°26'30" 97.88

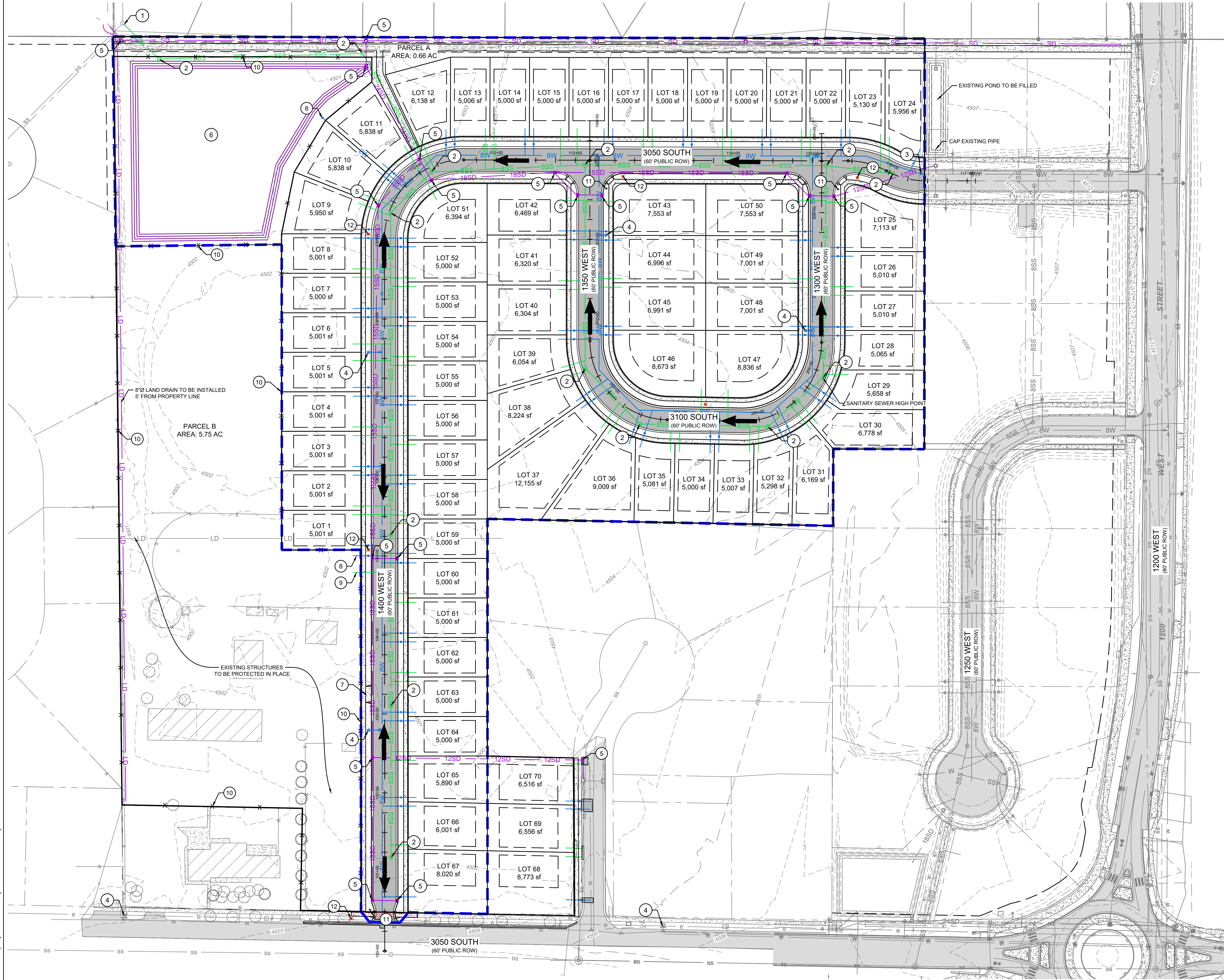
CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C21	100.00	89.9951	156.04	N44°28'00" 136.97
C22	100.00	90.0049	201.56	N20°15'42" 161.97
C23	130.00	17.6635	40.34	N75°56'11" 37.17
C24	130.00	16.3594	35.81	N62°45'47" 46.68
C25	130.00	19.0559	43.33	N45°07'00" 43.13
C26	130.00	19.0559	43.33	N26°46'50" 43.13
C27	130.00	16.1138	36.74	N87°07'18" 36.62
C28	12.00	90°10'10"	16.89	S43°03'36" 17.00
C29	12.00	89°49'59"	16.81	N44°56'24" 96.95
C30	12.00	89°49'59"	110.15	S43°03'21" 99.13
C32	100.00	90°10'10"	107.78	S43°03'36" 161.63
C33	100.00	89°22'09"	255.37	S47°27'36" 183.83
C34	150.00	7.7375	16.94	N84°56'42" 16.94
C35	130.00	17.6635	41.06	N73°45'42" 40.98
C37	130.00	17.6754	39.89	S62°10'57" 10.88
C38	130.00	19.0559	43.33	N69°13'57" 43.13
C39	130.00	19.0559	43.33	N81°08'02" 43.13
C39	130.00	18.4243	42.46	N12°13'43" 42.27
C40	130.00	2.0349	4.76	N1°49'25" 4.76

[illegible]

PROJECT #: 22-307
DRAWN BY: C. SCHAFFNER
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ISSUED: 5/29/2025



P:\2022\22-307 Wadach Gibbs Property\Civil\Preliminary Plan\22-307 Preliminary Civil Plan



GENERAL NOTES:

- ALL LOTS TO BE SERVICED WITH A 10" SANITARY SEWER SERVICE & 12" CULINARY WATER SERVICE
- THE EXISTING IRRIGATION DITCH OWNED BY COLLEGE IRRIGATION COMPANY LOCATED IN THE 25' TRAIL CORRIDOR SHALL BE PROTECTED IN PLACE
- NO SEWER MANHOLE WILL BE SHORTER THAN 4' FROM RIM TO INVERT IN THE PROPOSED CONDITION
- SEE SHEET 5 FOR ROW CROSS-SECTIONS
- DRIVEWAY ACCESS FROM 3200 SOUTH IS NOT PERMITTED (APPLICABLE TO LOTS 67 & 68)
- EXISTING SERVICES SHARED BETWEEN PARCEL B AND EXISTING ADJACENT HOME TO BE SEPARATED
- IN COORDINATION WITH POWER COMPANY, ELECTRICAL SERVICES FOR LANDSCAPE SPRINKLER CONTROLS WILL NEED TO BE PROVIDED SEPARATELY TO BOTH PARCELS A & B.

CIVIL PLAN KEY NOTES:

- POINT OF CONNECTION TO EXISTING SEWER SYSTEM
- SANITARY SEWER MANHOLE
- CONNECTION TO EXISTING CULINARY WATER MAIN
- FIRE HYDRANT ASSEMBLY
- STORMWATER STRUCTURE
- STORMWATER POND
- CONCRETE DRIVEWAY APPROACH
- 2" CULINARY WATER SERVICE
- 6" SANITARY SEWER SERVICE
- 3-RAIL FENCE ENCOMPASSING PARCEL B
- STOP & STREET SIGN
- STREET LIGHT

STORMWATER NARRATIVE:

THIS SITE SHALL BE DESIGNED TO DETAIN THE CACHE VALLEY 100-YR 24-HR STORM OF 3.02 IN. DUE TO HIGH GROUND WATER CONDITIONS, IT IS RECOMMENDED THAT THIS SITE SHALL NOT RETAIN STORMWATER ON SITE. ALL STORM DRAIN INFRASTRUCTURE IS TO BE SIZED TO CONVEY THE 10-YR 24-HR STORM. SEE SHEET 6 FOR STORMWATER CALCULATIONS.

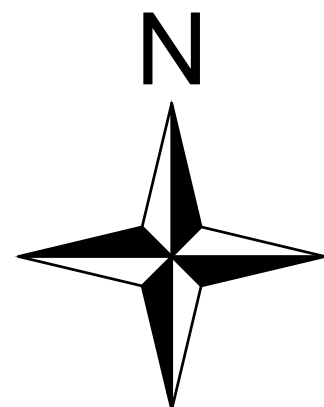
THE SITE IS TO BE GRADED TO CONVEY STORMWATER RUNOFF TO AN ABOVE GROUND STORMWATER POND LOCATED IN THE NORTHWEST CORNER OF THE SITE. THE BOTTOM OF THE POND IS TO BE SET AT OR ABOVE EXISTING GRADE. DUE TO HIGH GROUND WATER CONDITIONS, NO CUT SHALL BE PERMITTED FOR STORMWATER STORAGE. STORMWATER WILL BE RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE OF 1.69 CFS (0.20 CFS/AC = 3.35 CFS) AS DETERMINED BY THE SCS TR55 METHOD. THIS SITE WILL ULTIMATELY DISCHARGE INTO A MASTER PLANNED STORM DRAIN MAIN LINE AS DESIGNED BY JUB ENGINEERS.

REQUIRED DETENTION STORAGE: 40,192 CF
ANTICIPATED PROVIDED DETENTION STORAGE: 42,066 CF

ANTICIPATED BOTTOM OF POND: 4501.50'
ANTICIPATED TOP OF STORAGE: 4502.50'
ANTICIPATED FREEBOARD: 4503.50'

LEGEND

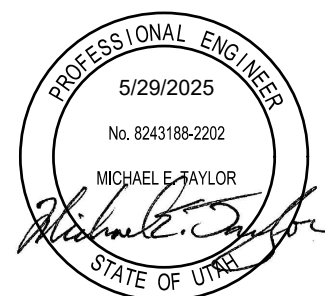
PROPERTY BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
SETBACK LINE	
EXISTING PROPERTY LINE	
EXISTING ROW CENTERLINE	
PROPOSED ROW CENTERLINE	
EXISTING ASPHALT	
PROPOSED ASPHALT	
SANITARY SEWER LINE	
EXISTING FENCE	
STORM DRAIN LINE	
CULINARY WATER LINE	
WATER VALVE	
FIRE HYDRANT	
WATER METER	
STORM WATER CATCH BASIN	
SEWER MANHOLE	
ANTICIPATED SLOPE OF FG (SEE SHEET 5)	
WATERSHED BOUNDARY	



THE FIELDS AT NIBLEY
3200 SOUTH & 1350 WEST
NIBLEY, UT, 84321

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ISSUED: 5/29/2025

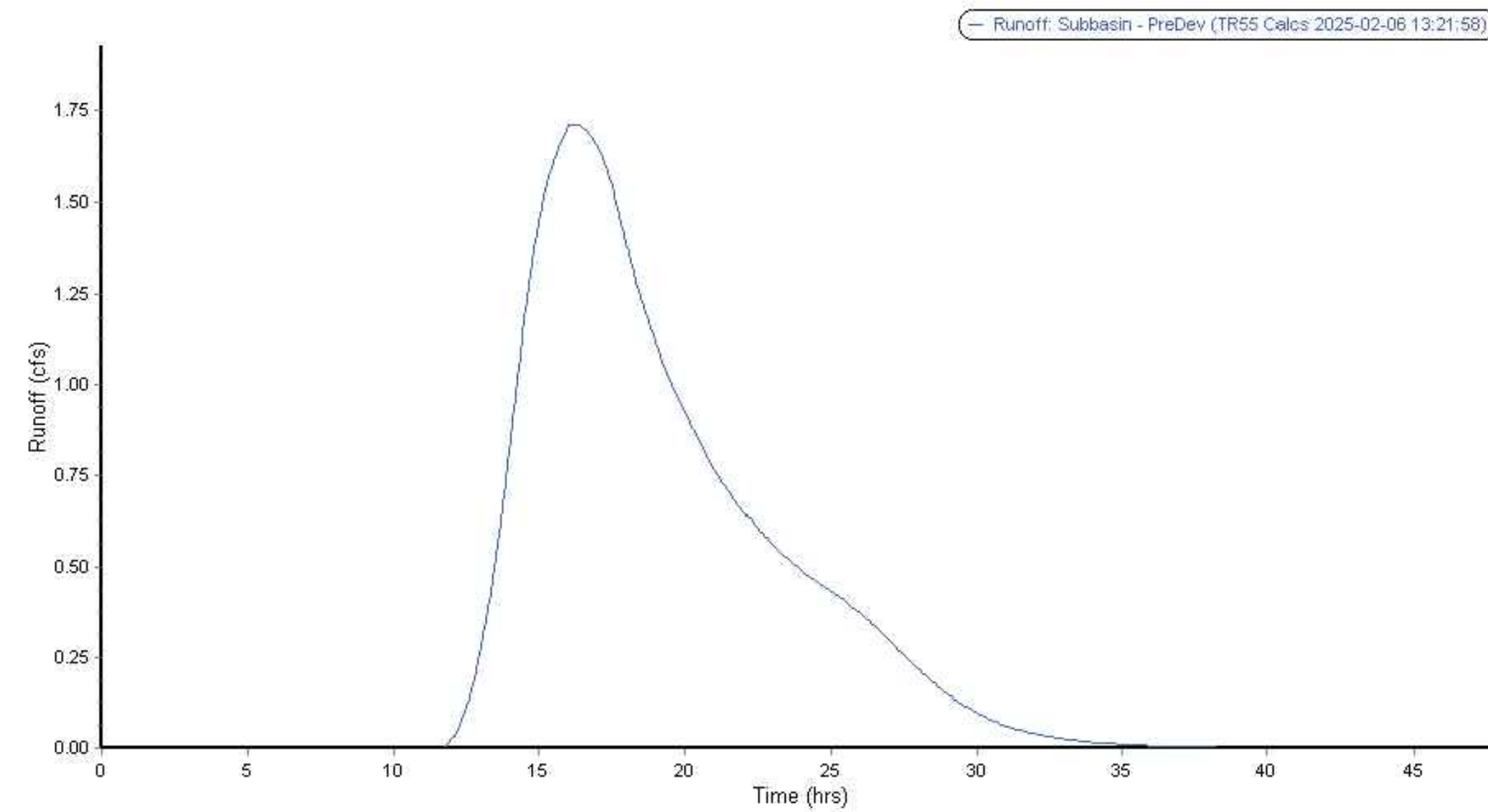


PRELIMINARY
CIVIL PLAN



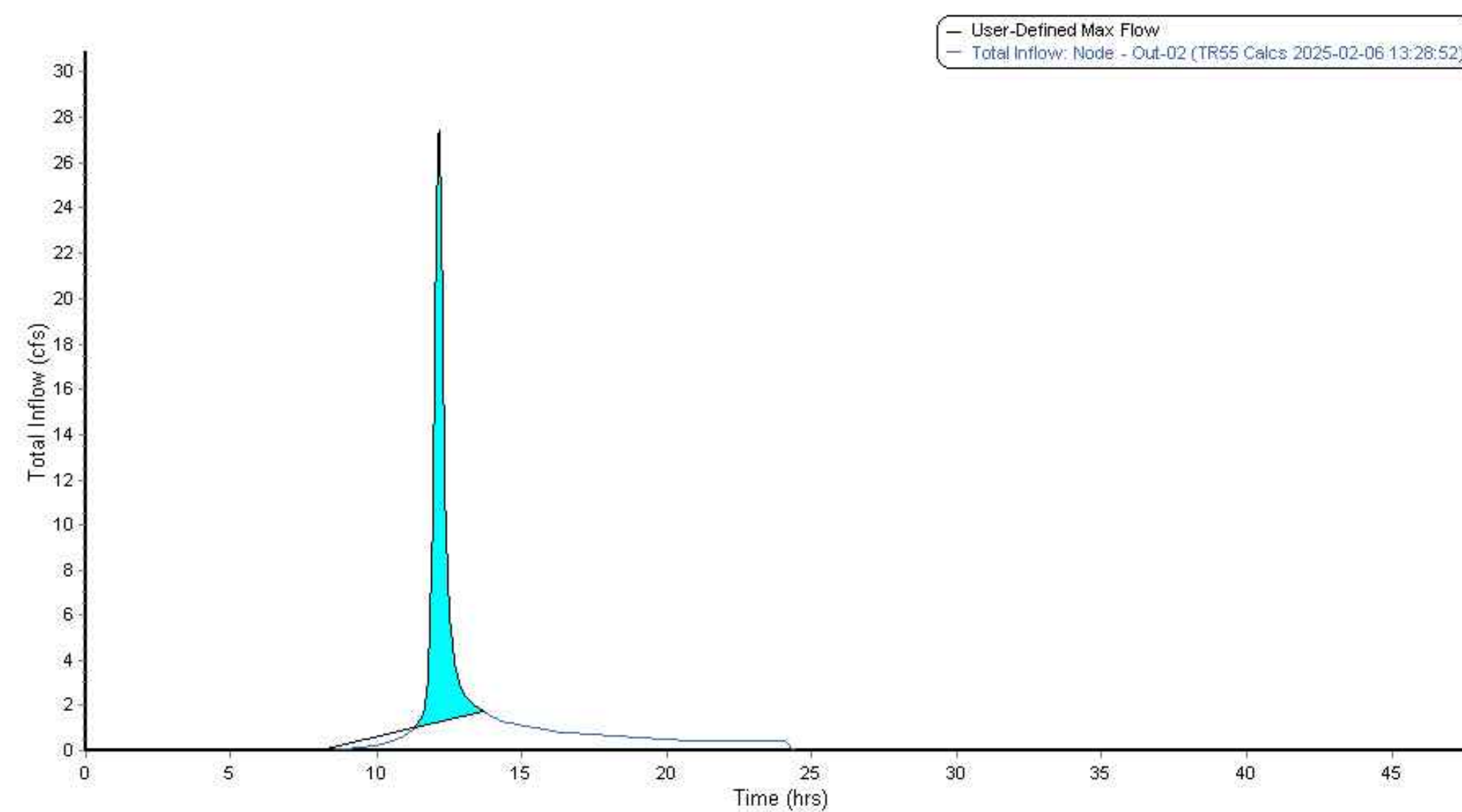
PRE-DEVELOPMENT HYDROGRAPH

SCS TR-55 METHOD



Runoff Summary Table	
Time period:	Element ID: PreDev 0.20 CFS/AC = 19.23 AC * 0.20 = 3.85 CFS
From: 08/27/2024, 12:00:00 AM	Maximum Runoff (cfs) 1.71
To: 08/29/2024, 12:00:00 AM	Minimum Runoff (cfs) 0.00
	Event Mean Runoff (cfs) 0.28
Thresholds:	Duration of Exceedances (hrs) N/A
Exceedance: 0	Duration of Deficits (hrs) N/A
Deficit: 0	Number of Exceedances N/A
	Number of Deficits N/A
Detention storage:	Volume of Exceedance (ft³) N/A
Max flow: 0	Volume of Deficit (ft³) N/A
	Total Runoff (ft³) 48831.63
	Detention Storage (ft³) N/A

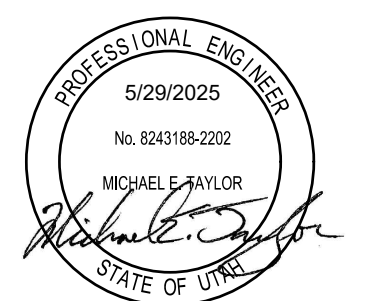
POST-DEVELOPMENT HYDROGRAPH



Total Inflow Summary Table	
Time period	Element ID Out-02
From: 08/27/2024, 12:00:00 AM	Maximum Total Inflow (cfs) 27.43
To: 08/29/2024, 12:00:00 AM	Minimum Total Inflow (cfs) 0.00
	Event Mean Total Inflow (cfs) 0.49
Thresholds	Duration of Exceedances (hrs) N/A
Exceedance: 0	Duration of Deficits (hrs) N/A
Deficit: 0	Number of Exceedances N/A
	Number of Deficits N/A
Detention storage	Volume of Exceedance (ft³) N/A
Max flow: 1.71	Volume of Deficit (ft³) N/A
	Total Inflow Volume (ft³) 83781.59
	Detention Storage (ft³) 47491.63

[illegible]

PROJECT #: 22-307
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: M. TAYLOR
ISSUED: 5/29/2025



STORMWATER CALCULATIONS



July 23, 2025

Attn: Joshua Low

Dwell Realty Group
850 North 200 West
Logan, Utah 84321

The Fields – Existing Building Structural Review
1405 West 3200 South, Nibley, Utah
Cartwright Project No.: 125101

Mr. Low,

At your request, Cartwright Engineers performed a structural assessment of three single-story structures at the project noted above. The three structures are agricultural barns. We have designated the three buildings as the Southwest, Northwest and Northeast barns (see Figure 1). These buildings are being transferred from a private owner to Nibley City. The purpose of this review was to evaluate the existing structural systems, identify any structural deficiencies, and provide structural recommendations for modifications that may be required to bring the structures into compliance with current building codes. The site visits were performed on July 1st & July 3rd, 2025.

The assessment was conducted as a visual inspection only. No destructive testing, material sampling, or laboratory analysis was performed. Observations and recommendations included in this letter are based on field observations, professional engineering judgment, and applicable design standards, including but not limited to the International Building Code (IBC) and the ANSI/AWC National Design Specification (NDS) for Wood Construction. These recommendations are not meant to be a comprehensive list, but rather a broad scope of what would be required in order for the buildings to meet current building codes. It is assumed in this assessment that the buildings will be an IBC Occupancy Category II and no longer an Agricultural buildings.

Building Descriptions

The Southwest Barn (See Photos 1-6) is a tall single-story enclosed barn structure with animal stalls along the length of each wall. This barn is approximately 142' long by 40' wide. The barn consists of a high roof down the middle framed by prefabricated wood trusses at 24" on center and a low roof on each side framed with 2x8 roof joists at 24" on center. The high roof is supported by a clerestory panel system and a (3) 2x10 beam below. The exterior walls are 8" thick cast in place concrete with a similar clerestory panel system.

The Northwest Barn (See Photos 7-13) is a tall single story open structure that appears to have been used for animal stalls or hay and equipment storage. This structure is supported by prefabricated wood roof trusses at the high roof, 2x wood joists at the low roof, wood beams and wood posts.

The Northeast Barn (See Photos 14-19) is a single-story enclosed structure with an attached, open-air stalls to the east of the main building. The barn is approximately 39'x23', not including the open-air stalls. The barn roof structure consists of prefabricated wood trusses supported by a clerestory panel system over 8" cast in place concrete walls. There is an added interior room for office/storage which was created with non-bearing 8" CMU walls. The connecting stalls are constructed with 8" cast in place concrete walls and a 2x roof system. The open-air stalls will be demolished according to the proposed site plan design.

Observations & Recommendations – Southwest Barn

1. The 2x8 low roof joists spaced at 24" o.c. were found to be overstressed under current snow load requirements (See Photo 4). To address this, we recommend sistering an additional 2x8 member to each existing joist to increase capacity.
2. Simpson H2.5A connectors are currently installed at every other low roof joist, which does not meet code requirements. A Simpson H2.5A connector should be installed at each joist location (See Photo 5 & 6).
3. The existing (3) 2x10 roof beam is inadequate for current snow loads. Either additional plies should be added, or the beam should be replaced with one sized appropriately for the required span and loading (See Photo 4).
4. The prefabricated wood high roof trusses were not analyzed in this review. However, based on experience with similar older trusses, the metal gang plates are likely undersized per current standards and the truss member sizes may also be undersized. This would require additional analysis to determine. If upgrades are desired, installing plywood gussets at each truss joint using screws and sistering new members to the existing truss chords and webs may be required.
5. Simpson H2.5A connectors are currently installed at every other roof truss, which does not meet code requirements. A Simpson H2.5A connector should be installed at each truss location for proper uplift resistance.
6. The lateral force-resisting system is currently incomplete. The clerestory panel system does not provide adequate shear transfer between the high roof and low roof and between the low roof and the resisting concrete shear walls below (See Photo 3 & 5). Additional shear transfer mechanisms, such as plywood shearwall sheathing or diagonal bracing, should be installed at select wall locations to provide a continuous load path to the foundation walls. Additionally, diaphragm chord members are undersized or not present. Metal straps to complete the chord ties need to be installed. It is assumed that

the roof diaphragm is attached adequately to resist the lateral forces and transfer the loads to the shear walls. In order to confirm the proper nailing, a small section of the metal roofing would need to be removed to expose the existing roof plywood attachment. If it is determined that the attachment is not adequate, all of the metal roofing would need to be removed and replaced in order to install proper attachment.

7. The column braces are undersized and inadequately attached. These should be reinforced with new bracing of sufficient size and proper connection detailing (See Photo 4).
8. It is assumed that the foundations are conventional spread concrete footings. There were no visible signs of foundation overstress. Therefore, it is assumed that the foundations are of adequate size and performance.

Observations & Recommendations – Northwest Barn

The northwest barn has quite a few structural problems and deficiencies. The entire barn is tilted in one direction. Some of the columns have started to fall over and have little to no structural support (See Photos 9 & 11). There are several trusses with damaged members (See Photo 13). The roof joists are likely undersized for snow load design. The trusses are also likely deficient in both the metal gang plates and truss member sizes. The structure also has little lateral resistance to withstand a wind or seismic event. The foundations are also most likely inadequate for the gravity and lateral loading on the structure (See Photo 12).

The expense of repairing the structural deficiencies would be cost prohibitive. It is recommended that this barn be demolished.

Observations & Recommendations – Northeast Barn

1. The south header beam supporting the roof above the barn door is undersized. This beam should be removed and replaced with a new beam sized to meet current code loading requirements.
2. Simpson H1 connectors are installed at every other truss. A Simpson H2.5A or H1 connector should be installed at each truss location for proper uplift resistance (See Photo 19).
3. The prefabricated wood roof trusses were not analyzed in this review. However, based on experience with similar older trusses, the metal gang plates are likely undersized per current standards and the truss member sizes may also be undersized. This would require additional analysis to determine. If upgrades are desired, installing plywood

gussets at each truss joint using screws and sistering new members to the existing truss chords and webs will be required.

4. The lateral force-resisting system is currently incomplete. The clerestory panel system does not provide adequate shear transfer between the roof and the resisting concrete shear walls below (See Photo 17). Additional shear transfer mechanisms, such as plywood shearwall sheathing or diagonal bracing, should be installed at select wall locations to provide a continuous load path to the foundation walls. Additionally, diaphragm chord members are undersized or not present. Metal straps to complete the chord ties need to be installed. It is assumed that the roof diaphragm is attached adequately to resist the lateral forces and transfer the loads to the shear walls. In order to confirm the proper nailing, a small section of the metal roofing would need to be removed to expose the existing roof plywood attachment. If it is determined that the attachment is not adequate, all of the metal roofing would need to be removed and replaced in order to install proper attachment.
5. The open stalls located east of the barn are attached to a common 8" concrete wall on the north side (See Photo 16). To allow removal of these stalls, the concrete wall should be sawcut at the building corner to separate the structure from the adjacent concrete elements and not induce additional loading to the building during demolition.
6. It is assumed that the foundations are conventional spread concrete footings. There were no visible signs of foundation overstress. Therefore, it is assumed that the foundations are of adequate size and performance.

Conclusions and Recommendations

Based on our review, both the Southwest and Northeast Barns require structural upgrades to meet current building code requirements. The Northwest Barn is unsafe and should be demolished. A summary of repairs for specific items includes strengthening of roof joists and beams, truss reinforcement, addition of missing hangers, completion of lateral shear transfer systems, and bracing of support columns. These recommendations are necessary to ensure long-term structural performance and occupant safety.

The design and implementation of the repairs should be performed by a licensed structural engineer and executed by a qualified contractor experienced in retrofitting existing wood structures. During construction, hidden conditions not visible during the site visit may be revealed. Any additional structural deficiencies identified during this time should be addressed with repairs that match the recommendations and standards outlined in this report.

As requested, an estimated construction cost range for the recommended repairs noted above are the following for each barn:

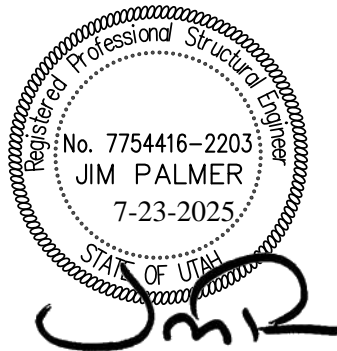
1. Southwest Barn: \$75,000 - \$105,000
2. Northeast Barn: \$15,000 - \$22,000

This report is based upon the information available at the time the report was written. Cartwright AEC reserves the right to amend and/or revise these recommendations if additional information becomes available. This report was written based upon engineering principles and judgements consistent with the standard of care for like professionals acting under similar circumstances and conditions at the time the services were performed. The recommendations are based upon a visual inspection only. No laboratory testing, sampling of materials or destructive field tests were performed for this report. This report is exclusively for the location and buildings noted and should not be used for any other site or structure.

If you have any questions or comments regarding these structural recommendations and conclusions, please contact our office at your earliest convenience.

Sincerely,
Cartwright Engineers

Jim Palmer, P.E.; S.E.



Site Photographs



Figure 1 – Aerial View of The Fields Barns



Photo 1 – Southwest Barn East Exterior Elevation



Photo 2 – Southwest Barn North Exterior Elevation



Photo 3 – Southwest Barn Roof Framing



Photo 4 – Southwest Barn Posts, Beams & Low Roof



Photo 5 – Southwest Barn Clerestory



Photo 6 – Southwest Barn Joist H2.5 Attachment



Photo 7 – Northwest Barn East Exterior Elevation



Photo 8 – Northwest Barn East Exterior Elevation



Photo 9 – Northwest Barn Slanted Post (North)



Photo 10 – Northwest Barn Roof Framing



Photo 11 – Northwest Barn Detached Post (East)



Photo 12 – Northwest Barn Foundation



Photo 13 – Northwest Barn Broken Trusses



Photo 14 – Northeast Barn South Exterior Elevation



Photo 15 – Northeast Barn South Exterior Elevation (Open-Air Stalls)



Photo 16 – Northeast Barn North Exterior Elevation



Photo 17 – Northeast Barn Interior Framing



Photo 18 – Northeast Barn Interior Framing



Photo 19 – Northeast Barn H1 Truss Attachment

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Findings of Hidden Valley Estates accessory structures

Electrical:

- Existing power for all accessory structures comes underground from meter base on existing home. This would need to be abandoned, removed and a new meter base would need to be installed on the building.
- All exposed NM cable in stable barn would need to be put in raceway or conduit.
- SJO cable that is currently wired into breaker panel in break room would need to be removed.
- Water heater would need to be rewired correctly with conduit
- Fix/secure exterior lighting fixtures.
- Rewire so that all receptacles are W.R. and G.F.C.I. protected.
- If abandoning Pole barn building, electrical would need to be disconnected/abandoned in breaker panel in stable building.

Water/Supply:

- A new water meter and service independent of the home would need to be installed.
- All freezeproof yard hydrants need to have atmospheric vacuum breakers installed to prevent backflow
- Hose bibs in break room need to have atmospheric vacuum breakers installed.
- Water heater needs to have an expansion tank installed.

Wastewater:

- Sewer line in building to be demolished needs to be abandoned.
- Camera sewer line in Stable building and shed building to verify lateral and proper connection to city's main sewer line.
- Verify floor drain in both buildings have P-traps
- Sink in break room would need to be properly plumbed into sewer/abandon pipe laid on floor
- Replumb/reconnect sewer line independently of home.

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Agenda Item #10 & 11

Description	<p>Public Hearing: A Public Hearing Authorizing Not More Than \$3,800,000 Taxable Water Revenue Bonds, In One or More Series, For Water System Improvements, and Related Improvements; Providing for the Publication of a Notice of Public Hearing and Bonds to be Issued; Fixing the Maximum Aggregate Principal Amount, Interest Rate, Maturity, and Discount of the Bonds; Providing for the Running of a Contest Period; and Related Matters</p> <p>and</p> <p>Discussion and Consideration: Resolution 25-26— A Resolution Authorizing the Issuance and Sale of Taxable Water Revenue Bonds, Series 2025, For Water System Improvements, and Related Improvements; Authorizing All Related Documents and Action; and Related Matters (First Reading)</p>
Presenter	Justin Maughan, City Manager
Recommendation	Approve Resolution 25-26— A Resolution Authorizing the Issuance and Sale of Taxable Water Revenue Bonds, Series 2025, For Water System Improvements, and Related Improvements; Authorizing All Related Documents and Action; and Related Matters, and waive the second reading
Reviewed By	City Manager, City Engineer

Additional Background:

Notices of the Public Hearing were sent to every Nibley City water account. Staff received very little feedback or questions from the letter.

Previous Background:

Nibley City staff has applied for and been approved for a \$3.5M loan with the Utah Division of Drinking Water, with a 20-year term at 2.5% interest. In order to accept the loan, the City must follow a few steps outlined in state code. This resolution is the first step, essentially notifying the public of the intent to accept, to be followed by a public hearing and consideration at the next Council meeting. City Attorney, Eric Johnson will be on hand to discuss the process and answer any questions the Council may have.

**NIBLEY CITY, UTAH
TAXABLE WATER REVENUE BONDS, SERIES 2025
FINAL BOND RESOLUTION
JULY 31, 2025**

RESOLUTION NO. 25-26

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF TAXABLE WATER REVENUE BONDS, SERIES 2025 IN THE AMOUNT OF \$3,500,000, FOR WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS; AUTHORIZING ALL RELATED DOCUMENTS AND ACTION; AND RELATED MATTERS.

WHEREAS, Nibley City, Cache County, Utah (the “Issuer”), desires to finance, in part, the acquisition and construction of water system improvements, including a culinary drinking water well, and related improvements to the Issuer’s System, including all equipment and necessary appurtenances thereof (the “Project”) and desires to finance said improvements by issuing its Taxable Water Revenue Bonds, Series 2025 in the total principal amount of \$3,500,000 (the “Series 2025 Bonds”); and

WHEREAS, the Issuer does not have on hand money to pay the cost of the System improvements and the revenues to be derived by the Issuer from the operation of its System will not be pledged or hypothecated in any manner or for any purpose at the time of the issuance of the Series 2025 Bonds; and

WHEREAS, the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the “Act”), provides that the Issuer may issue nonvoted revenue bonds as long as revenues generated from the revenue producing facilities of the Issuer are sufficient to pay for operation and maintenance of such facilities and debt service on all outstanding obligations secured by the revenues of such facilities; and

WHEREAS, the Issuer has been advised that its System will generate sufficient revenues to pay for operation and maintenance of the System, as well as debt service on all proposed obligations secured by the revenues of the System, including the Series 2025 Bonds authorized herein; and

WHEREAS, the State of Utah acting through its Department of Environmental Quality, Drinking Water Board (the “Drinking Water Board” or “DWB”) has offered to purchase at par the Issuer’s Series 2025 Bonds in the total principal amount of \$3,500,000, bearing a hardship grant assessment in lieu of interest at the rate of 2.5% per annum on the unpaid principal amount thereof; and

WHEREAS, the Issuer desires to accept the offer of the Drinking Water Board and to confirm the sale of the Series 2025 Bonds to the Drinking Water Board:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Nibley City, Cache County, Utah, as follows:

ARTICLE I

DEFINITIONS

As used in this Final Bond Resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

“Annual Debt Service” means the annual payment of principal of, premium or penalty, if any, and interest, if any, or hardship grant assessment in lieu of interest, if any, to be paid by the Issuer during any Sinking Fund Year on the Series 2025 Bonds which are secured by the Net Revenues of the System.

“Bondholder” or “Registered Owner” means the registered holder of any Series 2025 Bond, the issuance of which is authorized herein.

“Bonds” means the Series 2025 Bonds, and any Parity Bonds, issued pursuant to the authority of this Final Bond Resolution issued under section 4.2.

“Depository Bank” means a “Qualified Depository” as defined in the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code Annotated, 1953, as amended, selected by the Issuer to receive deposits for the Water Revenue Fund as herein described, the deposits of which are insured by the Federal Deposit Insurance Corporation.

“Drinking Water Board” means the State of Utah Department of Environmental Quality, Drinking Water Board, or any successor agency thereof.

“Escrow Account” means an account to be held in escrow by the Escrow Agent pursuant to the Escrow Agreement, such account to be used for the purpose of depositing the proceeds of the sale of the Series 2025 Bonds and accounting for those proceeds pursuant to the terms of the Escrow Agreement.

“Escrow Agent” means the Utah State Treasurer, and its successors and assigns, which shall so act pursuant to the terms of the Escrow Agreement.

“Escrow Agreement” means the escrow agreement entered among the Issuer, the Drinking Water Board, and the Escrow Agent on the date of delivery of the Series 2025 Bonds.

“Exchange Bonds” means the fully registered Series 2025 Bonds issued in substantially the form set forth in Exhibit A-2, in exchange for the State Bonds representing the Series 2025 Bonds, or in exchange for other Exchange Bonds, in the denomination of \$1,000 or any integral multiple thereof.

“Fully Registered Bond” means any single Bond that is fully registered in the denomination(s) equal to the aggregate principal amount of the applicable Series 2025 Bonds authorized herein.

“Hardship Grant Assessment Fee in Lieu of Interest” means a special assessment levied by the Drinking Water Board against the Issuer in consideration for agreeing to finance the Project financed with the Series 2025 Bonds and shall be equal to 2.5% per annum of the outstanding principal balance of the Series 2025 Bonds and shall be payable as provided herein.

“Issuer” means Nibley City, Cache County, Utah, or its successors.

“Net Revenues” means Revenues after provision has been made for the payment of Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all expenses reasonably incurred in connection with the operation and maintenance of the System, after tax revenues are applied to such expenses, including the cost of water and water treatment, whether incurred by the Issuer or paid to any other municipality or company pursuant to contract or otherwise, repairs and renewals (other than capital improvements) necessary to keep the System in efficient operating condition, the cost of audits hereinafter required, fees of the paying agents of the Bonds, payment of premiums for insurance on the System hereinafter required and, generally, all expenses, exclusive of depreciation, which under generally accepted accounting practices are properly allocable to the operation and maintenance of the System, but only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the System shall be included.

“Original Issue Date” means the dated date of the Series 2025 Bonds, which is the date on which the Series 2025 Bonds are issued.

“Paying Agent” means the person or persons authorized by the Issuer to pay the principal of and interest, if any, or hardship grant assessment in lieu of interest on the Series 2025 Bonds on behalf of the Issuer. The initial paying agent for the Series 2025 Bonds is the City Recorder of the Issuer.

“Principal amount” means the maximum repayable principal amount of the Series 2025 Bonds payable to the Registered Owner thereof as provided in Sections 2.1 and 2.2 hereof.

“Project” means financing, in part, the acquisition and construction of water system improvements, including a culinary drinking water well, and related improvements to the Issuer’s System, and all equipment and appurtenances thereto.

“Registered Owner” means the person or persons in whose name or names a bond shall be registered on the books of the Issuer kept for that purpose in accordance with the provisions of this Final Bond Resolution.

“Registrar” means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2025 Bonds on behalf of the Issuer. The initial Registrar for the Series 2025 Bonds is the City Recorder of the Issuer.

“Revenues” means all gross income and revenues of any kind, from any source whatsoever, derived from the operation of the System, including, without limitation, all fees, rates, connection charges, and other charges, the gross revenues of all improvements, additions, and extensions of the System hereafter constructed or acquired, and all interest earned by and profits derived from the sale of investments made with the income or other revenues. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.5(a)-(c) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

“Series 2025 Bonds” means the Issuer’s Taxable Water Revenue Bonds, Series 2025 issued pursuant to this Final Bond Resolution in the aggregate repayable principal amount of \$3,500,000, bearing a hardship grant assessment in lieu of interest at the rate of 2.5% per annum, as authorized herein to finance the Project.

“Sinking Fund Year” means the twelve-month period beginning on July 1 of the calendar year and ending on the next succeeding June 30; provided, however, that the first Sinking Fund Year will begin on the delivery date of the Series 2025 Bonds and will end on the next succeeding June 30.

“State Bonds” means the fully registered Series 2025 Bonds issued in substantially the form set forth in Exhibit A-1, in a denomination equal to the aggregate principal amount of the Series 2025 Bonds.

“System” means the whole and each and every part of the water system of the Issuer, including the Project to be financed, in whole or in part, with the proceeds of the Series 2025 Bonds to be issued pursuant to this Final Bond Resolution, and all property, real, personal and mixed, of every nature now or hereafter owned by the Issuer and used or useful in the operation of such water system, together with all improvements, extensions, enlargements, additions, and repairs thereto which may be made while any of the Bonds remain outstanding.

ARTICLE II

ISSUANCE OF SERIES 2025 BONDS

Section 2.1 Principal Amount, Designation Series and Interest Rate. The Series 2025 Bonds are hereby authorized for issuance for the purposes of providing funds to finance, in part, (i) the acquisition and construction of the Project, and (ii) to pay the costs of issuing the Series 2025 Bonds. The Series 2025 Bonds shall be limited to the total maximum principal amount of \$3,500,000 bearing a hardship grant assessment in lieu of interest at a rate of 2.5% per annum on the unpaid principal amount, and shall be issued (a) in the form set forth in Exhibit A-1, if issued as a State Bond(s), and (b) in the form set forth in Exhibit A-2, if issued as Exchange Bonds, in fully registered form, shall bear a hardship grant assessment in lieu of interest at the rate of 2.5% per annum on the Principal and shall be payable as specified herein. The Series 2025 Bonds, whether issued as State Bonds or Exchange Bonds, shall be in the denomination of \$1,000 or any integral multiple thereof. The Series 2025 Bonds shall be numbered from one (1) consecutively upward in order of delivery by the Registrar. The Series 2025 Bonds shall be designated as, and shall be distinguished from all other bonds of the Issuer by the title, "Taxable Water Revenue Bonds, Series 2025."

The Series 2025 Bonds shall bear a hardship grant assessment in lieu of interest at the rate of 2.5% per annum from the Original Issue Date on the unpaid balance of the Principal Amount and shall be payable as specified herein.

The Series 2025 Bonds shall be in a form to permit the Drinking Water Board to make incremental advances on its total loan commitment to the Issuer during the period of acquisition and construction of the Project.

Section 2.2 Advances of Proceeds. On or before fifteen (15) days prior to the first day of each calendar quarter, beginning prior to the payment by the Issuer of costs of construction of the Project, or at such other time as shall be specified by the Drinking Water Board, the Issuer shall provide to the Drinking Water Board a certificate setting forth a schedule of the costs of the Project which the Issuer estimates will become due and payable by the Issuer prior to the next succeeding calendar quarter and are properly payable with the proceeds of the Series 2025 Bonds. Advances made by the Drinking Water Board on the basis of such certificates shall be deposited in the Escrow Fund. All such advances shall be in the minimum amount of \$1,000 or any integral multiple thereof. Upon receipt of evidence of deposit of each advance in the Escrow Fund, the City Manager or Mayor of the Issuer shall give telephonic authorization followed by written confirmation to the Drinking Water Board to stamp or write the date and amount of such advance made by the Drinking Water Board and the corresponding "Principal Amount" in the appropriate place on the Certificate of Dates of Payment and Amount appearing on the State Bonds. Each advance made by the Drinking Water Board on the State Bonds shall constitute proceeds of the State Bonds and shall be deemed to constitute the full purchase price and Total Principal Sum of the State Bonds noted on the Certificate of Dates of Payment and Amount

appearing on the State Bonds. As advances are made by the Drinking Water Board, the Total Principal Sum shall constitute the “Principal Amount” of the Series 2025 Bonds in the order of maturity of the Series 2025 Bonds.

Section 2.3 Date and Maturities. The Series 2025 Bonds shall be dated as of their date of delivery shall be issued in the amount of \$1,000 or any integral multiple thereof, and shall be paid as provided in this Section. The Series 2025 Bonds shall be initially issued as one fully registered State Bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon presentation of the applicable Series 2025 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. Payment of interest, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his or her address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America.\

So long as the Drinking Water Board is the Registered Owner of the Series 2025 Bonds, payments of principal and a Hardship Grant Assessment Fee in Lieu of Interest on the Series 2023B Bonds shall be made by check or draft and mailed to the Drinking Water Board as the Registered Owner at the address shown on the registration books maintained by the City Recorder.

The Issuer shall make payments of a Hardship Grant Assessment Fee in Lieu of Interest accruing at the rate of 2.5% per annum from the Original Issue Date on the unpaid balance of the Principal Amount and shall be payable on December 1 of each year, beginning on December 1, 2026.

The Issuer shall make payments of Principal bearing a Hardship Grant Assessment Fee in Lieu of Interest in the Principal Sum stated for each year for the Series 2025 Bonds, beginning December 1, 2027, and continuing on each December 1 thereafter until the Principal Amount sum shall be paid in full, as follows:

<u>December 1</u>	<u>Principal Maturing</u>	<u>December 1</u>	<u>Principal Maturing</u>
2025	No payment	2036	\$171,000
2026	Hardship Grant Assessment	2037	175,000
2027	\$137,000	2038	180,000
2028	140,000	2039	184,000
2029	144,000	2040	189,000
2030	148,000	2041	194,000
2031	151,000	2042	198,000
2032	155,000	2043	203,000
2033	159,000	2044	209,000
2034	163,000	2045	214,000
2035	167,000	2046	219,000

If less than \$3,500,000 total repayable principal amount is advanced on the Series 2025 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in the inverse order of maturities (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the actual Principal Amount of the Series 2025 Bonds.

The above repayable principal payments and payment dates shall also be revised and reflected in the Form of State Bond as set forth in Exhibit A-1.

In the event the Series 2025 Bonds are not issued during the calendar year 2025, then the Series of bonds shall be denominated to show the year in which the bonds were issued.

In the event the bid from the lowest responsible bidder on the Project shows that the costs of the Project will exceed the amount of loan commitments the Issuer has already obtained, then, as authorized in Section 11-14-302 of the Act, the Issuer hereby authorizes the Mayor and City Recorder, as a pricing committee, to approve a final principal amount and repayment schedule for the Series 2025 Bonds within the parameters set forth in the Notice of Public Hearing and Bonds to Be Issued posted at least 14 days before this resolution (1) on the Utah Public Notice Website, (2) on the City website, and (3) at City Hall, which parameters are in the aggregate principal amount of not to exceed \$3,800,000, bearing a hardship grant assessment in lieu of interest at the rate of 2.5% per annum, to mature in not more than twenty-five (25) years from their date or dates, and to be sold at a price not less than 99% of the total principal amount thereof and all other terms of the Series 2025 Bonds, and to approve and execute all documents related to the issuance of the Series 2025 Bonds. The City Recorder is authorized to attest such signatures and apply the City seal as appropriate.

Section 2.4 Optional Redemption and Redemption Prices. Each principal payment of the Series 2025 Bonds is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer, in inverse order of the due dates thereof, and by lot selected by the Issuer if less than all of the Series 2025 Bonds of a particular due date are to be redeemed, upon notice as provided in Section 2.5 hereof with respect to Exchange Bonds, and upon at least thirty (30) days' prior written notice of the amount of prepayment and the date scheduled for prepayment to the Drinking Water Board with respect to the Series 2025 Bonds, and at a redemption price equal to 100% of the principal amount to be prepaid or redeemed, plus accrued interest, if any, to the date of redemption.

Section 2.5 Notice of Redemption of Exchange Bonds.

(a) In the event any of the Exchange Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.5. The notice of redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of the Exchange Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption. The notice shall state the following information:

(i) the complete official name, series and the identification numbers of the Exchange Bonds being redeemed;

(ii) any other descriptive information needed to identify accurately the Exchange Bonds being redeemed, including, but not limited to, the original issue date of such Bonds;

(iii) in the case of partial redemption of any Exchange Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each Exchange Bond or portion thereof called for redemption; and

(vii) the place where the Exchange Bonds are to be surrendered for payment of the redemption price, designating the name and address of the redemption agent and providing the name and telephone number of a contact person.

(b) Upon the payment of the redemption price of the Exchange Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Exchange Bonds being redeemed with the proceeds of such check or other transfer.

(c) The Registrar shall not give notice of redemption until there are on deposit with the Paying Agent sufficient funds for the payment of the redemption price.

A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of the Exchange Bonds or the portion thereof redeemed but who failed to deliver their Exchange Bonds for redemption prior to the 60th day following such redemption date. Any notice mailed as provided herein shall be conclusively presumed to have been duly given, whether or not the Registered Owner of the Bonds receives the notice. Receipt of a notice of redemption shall not be a condition precedent to redemption and failure by any Registered Owner to receive any such notice shall not affect the validity of the proceedings for the redemption of the Bonds.

In the event any Exchange Bond is to be redeemed in part only, the notice of redemption shall also state that on or after the redemption date, upon surrender of such Exchange Bond, a new Exchange Bond in principal amount equal to the unredeemed portion of such Exchange Bond will be issued.

Section 2.6 Execution and Delivery of the Series 2025 Bonds. The Mayor is hereby authorized to execute by manual or facsimile signature the Series 2025 Bonds and the City Recorder to countersign by manual or facsimile signature the Series 2025 Bonds and to have imprinted, or otherwise placed on the Series 2025 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Drinking Water Board the Series 2025 Bonds upon the payment of the initial incremental advance for the Series 2025 Bonds.

Section 2.7 Delinquent Payment. If any installment payment of principal of or hardship grant assessment in lieu of interest on the Series 2025 Bonds is not paid when due and payable, the issuer shall pay a hardship grant assessment in lieu of interest on each delinquent installment at the rate of eighteen percent (18%) per annum from such due date until paid in full.

Section 2.8 Exchange of State Bonds. As long as the Drinking Water Board is the sole Registered Owner of the Series 2025 Bonds, the Series 2025 Bonds shall be issued only as the Series 2025 Bonds in the form prescribed in Exhibit A-1. It is recognized that the Drinking Water Board may sell or otherwise transfer the Series 2025 Bonds pursuant to the provisions of the State Financing Consolidation Act, Title 63, Chapter 65, Utah Code Annotated 1953, as amended, or otherwise. In the event the Drinking Water Board determines to sell or otherwise transfer all or a portion of the Series 2025 Bonds pursuant to the State Financing Consolidation Act, or otherwise, the Series 2025 Bonds shall be exchanged at the office of the Paying Agent for a like aggregate principal amount of Exchange Bonds in accordance with the provisions of this Section 2.8 and Section 3.1

hereof. Exchange Bonds may thereafter be exchanged from time to time for other Exchange Bonds in accordance with Section 3.1 hereof. Any Series 2025 Bond, or any portion thereof, which is sold or otherwise transferred or liquidated by the Drinking Water Board pursuant to the State Financing Consolidation Act, or otherwise, shall be in the form of an Exchange Bond prescribed in Exhibit A-2, and shall be executed pursuant to the authorization contained in Section 2.6 hereof. Each principal payment on the Series 2025 Bonds not previously paid or canceled shall be represented by an equivalent principal amount of Exchange Bonds, in authorized denominations, and of like maturity. The Issuer and its officers shall execute and deliver such documents and perform such acts as may reasonably be required by the Issuer to accomplish the exchange of the Series 2025 Bonds for Exchange Bonds, provided that the Drinking Water Board pay or cause to be paid all costs and other charges incident to such exchange and the Issuer shall have no obligation to pay any such costs or charges.

ARTICLE III

REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1 Execution of and Registration of Series 2025 Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and transfer of the Series 2025 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2025 Bonds. Any Series 2025 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Series 2025 Bond for cancellation, accompanied by delivery of a duly executed instrument of transfer in a form approved by the Registrar. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender of any Series 2025 Bond for transfer as provided herein, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2025 Bond of the same maturity and series for a like aggregate principal amount as the Series 2025 Bond surrendered for transfer. Series 2025 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2025 Bonds of the same series or other authorized denominations and the same maturity. The execution by the Issuer of any Series 2025 Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2025 Bond. The Registrar shall not be required to transfer or exchange any Series 2025 Bond after the mailing of notice calling such Series 2025 Bond for redemption.

Series 2025 Bonds surrendered for payment, redemption or exchange, shall be promptly canceled and destroyed by the Issuer.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Series 2025 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2025 Bond shall be made only to or upon order of the Registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2025 Bond to the extent of the sum or sums so paid.

The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2025 Bonds of any tax or other governmental charge and any service charge required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2025 Bond shall be delivered.

Section 3.2 Escrow Fund; Deposit of Bond Proceeds. The proceeds from the sale of the Series 2025 Bonds shall be deposited upon delivery in the Escrow Account and

shall be disbursed pursuant to the provisions of the Escrow Agreement. All monies deposited in the Escrow Account shall be used solely for the purpose of defraying all or a portion of the costs of the Project including the payment of costs of issuance of the Series 2025 Bonds. Any amounts remaining in the Escrow Fund after repayment of excess grant funds shall be transferred to the Bond Sinking Fund, and then if any amounts are remaining they shall be used only for the prepayment of the Series 2025 Bonds. Principal last to become due shall be prepaid first, and in the event less than all of the principal amount of the Bonds maturing on the last due date are to be redeemed, the Issuer shall by lot select those Bonds to be prepaid. Proceeds from the sale of the Series 2025 Bonds on deposit in the Escrow Account, may at the discretion of the Issuer, be invested by the Escrow Agent as provided in the Escrow Agreement. Following the transfer of unexpended funds from the Escrow Account to the Sinking Fund, the Escrow Account will be closed.

Section 3.3 The Series 2025 Bonds Constitute Special Limited Obligations; Pledge of Net Revenues. Notwithstanding anything to the contrary in this Final Bond Resolution, all of the principal of and hardship grant assessment in lieu of interest, if any, on the Series 2025 Bonds shall be payable solely from the Net Revenues of the System, all of which are hereby pledged to the payment of the principal of and hardship grant assessment in lieu of interest, if any, on the Series 2025 Bonds. In no event shall the Series 2025 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than those derived from the operation of the System.

The Issuer may, in its sole discretion, but without obligation and subject to the Constitution, laws, and budgetary requirements of the State of Utah, make available properly budgeted and legally available funds to defray any insufficiency of Net Revenues to pay the Series 2025 Bonds; provided however, the Issuer has not covenanted and cannot covenant to make said funds available and has not pledged any of such funds for such purpose.

Section 3.4 Flow of Funds. From and after the earlier of the delivery date of the Series 2025 Bonds, and until all the Series 2025 Bonds have been fully paid, the Revenues shall be set aside into Nibley City, Utah Water Revenue Fund referred to herein as “Revenue Fund,” hereby established, to be held by the Depository Bank. The Issuer will thereafter make accounting allocations of the funds deposited in the Revenue Fund for the following purposes and in the following priority:

- (a) From the amounts on deposit in the Revenue Fund there shall first be paid all Operation and Maintenance Expenses of the System. For this purpose the Issuer shall establish on its books an account known as the “Expense Account” to which shall be allocated monthly, on or before the 10th day of each month, such portion of the Revenue Fund as is estimated to be required for Operation and Maintenance Expenses of the System for the following month. There shall be allocated to the Expense Account from time to time during the month such additional amounts as may be required to make payments of Operation and Maintenance Expenses for which the amounts theretofore allocated to the Expense Account are insufficient.

(b) From the amounts in the Revenue Fund there shall first be allocated and transferred to the “Nibley City, Utah Water Revenue Bond Sinking Fund” (the “Sinking Fund”) hereby established as hereinafter provided.

(i) Of the amounts allocated to the Sinking Fund there shall be allocated to a subaccount established on the books of the Issuer known as the “Bond Account” such amounts as will assure, to the extent of the availability of Net Revenues from the System, the prompt payment of the principal and hardship grant in lieu of interest, if any, on the Series 2025 Bonds as shall become due and all bonds or obligations issued in parity therewith. The amount to be set aside monthly on or before the tenth day of each month with respect to the Series 2025 Bonds shall, as nearly as may be practicable, be allocated to the Bond Account monthly, on or before the tenth day of each month, beginning December 10, 2025 (or the tenth day of the month after the date of issuance) and shall equal $\frac{1}{12}$ (in the case of the first Sinking Fund Year, the fraction, the numerator of which is the number one and the denominator of which is the number of months remaining to the next payment date) of the amount of the principal on the payment next due on the Series 2025 Bonds, to the end that there will be sufficient funds allocated to the Bond Account to pay the principal and hardship grant assessment in lieu of interest on the Series 2025 Bonds as and when the same become due. (In the event insufficient moneys are available to make prompt payment of the full principal and hardship grant assessment in lieu of interest on the Series 2025 Bonds as shall become due, such moneys shall be allocated pro rata based on the amount of principal next coming due on each Bond.) Amounts allocated to the Bond Account shall be used solely for the purpose of paying principal and hardship grant assessment in lieu of interest on the Series 2025 Bonds and shall not be reallocated, transferred or paid out for any other purpose

(ii) Of the amounts allocated to the Sinking Fund after there shall have been allocated the amounts required to be allocated under (i) above, there shall be allocated monthly on or before the tenth day of each month, beginning December 10, 2025 (or the tenth of the month following the issuance of the Series 2025 Bonds, whichever is later) to the “Reserve Account – Series 2025” established on the books of the Issuer the sum of \$1,875, plus such additional amount as may be required to meet any monthly installment to the Reserve Account – Series 2025 not theretofore made in whole or in part, such allocation shall continue until there shall have been accumulated an amount equal to \$224,975. Amounts allocated to the Reserve Account – Series 2025 shall be used to pay the principal and hardship grant assessment in lieu of interest falling due on the Series 2025 Bonds at any time when there are not sufficient funds in the Bond Account to pay the same, but pending such use may be invested as hereafter provided. When the Reserve Account-Series 2025 has been accumulated as in this paragraph provided, no further allocations to the Reserve Account-Series 2025 need be made unless payments from the Reserve Account-

Series 2025 have reduced the same below the amounts required by this paragraph, in which event allocations shall be resumed until such deficiency has been remedied; and

(iii) From the amounts on deposit in the Revenue Fund after the payment of the amounts required by the above subsections, there shall be allocated monthly in accordance with its covenant to establish a Capital Facilities Replacement Reserve Account for the Series 2025 Bonds (the “2025 Replacement Account”) as provided in Section 4.1(s) of the Final Bond Resolution, the Issuer will deposit monthly, on the tenth (10th) day of each month beginning December 10, 2025 (or the tenth of month following the issuance of the Series 2025 Bonds, whichever is later), into the Issuer’s 2025 Replacement Account an amount equal to 1/12 of 5% of the Issuer’s annual operating budget for the System, including debt service and depreciation, for the Issuer’s then current fiscal year. The Issuer shall continue to fund the 2025 Replacement Account until the Series 2025 Bonds have been paid in full (or provision is made for such payment) as provided in this Bond Resolution.

(iv) All remaining funds, if any, in the Sinking Fund after all of the payments required to be made into the Bond Account and Reserve Account-Series 2025 and Capital Facilities Replacement Reserve Account have been made, may be used by the Issuer (a) to prepay or redeem the Series 2025 Bonds in whole or in part, (b) to make extensions, improvements, additions, repairs, and replacements to the System, or (c) to be applied to any other lawful purpose as determined by the Issuer.

(c) If at any time, the Revenues derived by the Issuer from the operation of the System shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Revenues thereafter derived by the Issuer from the operation of the System.

Section 3.5 Investment of Funds. Any funds allocated to the Bond Account, Replacement Account, and Reserve Account-Series 2025 may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the funds of the Bond Account and Replacement Account shall be maintained in that account and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Reserve Account-Series 2025 shall at the end of each Sinking Fund Year be transferred by the Issuer to the Bond Account so long as after such transfer the Reserve Account-Series 2025 are fully funded as provided herein. In the event the balance in the Reserve Account-Series 2025 is less than the amount required herein, then the income from the investment thereof shall be maintained in each respective reserve account until total deposits in the Reserve Account-Series 2025 shall equal the amount required to fully fund the Reserve Account-Series 2025. There shall not be required to be in the Bond Account and the Reserve Account-Series 2025 at any time more than the total amount required to pay the total

principal of and hardship grant assessment in lieu of interest due on the Series 2025 Bonds. Whenever the money in the Bond Account and the Reserve Account-Series 2025 equal the total principal amount of the Series 2025 Bonds outstanding plus accrued hardship grant assessment in lieu of interest thereon, the money in those accounts shall be used to prepay all of the Series 2025 Bonds then outstanding.

ARTICLE IV

COVENANTS

Section 4.1 Covenants of Issuer. The Issuer hereby covenants and agrees with each and every holder of the Series 2025 Bonds the following:

(a) The Issuer covenants that it shall fund and maintain as provided herein all funds and accounts which were established pursuant to this Final Bond Resolution, until such time as the Series 2025 Bonds have been paid in full.

(b) The rates for all water service supplied by the System to the Issuer and its inhabitants and to all customers within or without the boundaries of the Issuer shall be sufficient for the payment and/or redemption of the Series 2025 Bonds, provided such rates must be reasonable rates for the type, kind, and character of the service rendered. There shall be no free service and there shall be charged against all users of the System, including the Issuer, such rates and amounts as shall be adequate to meet the debt service payments on the Series 2025 Bonds, and any Parity Bonds (as defined in Section 4.2) when due. The rates charged for water services provided by the System shall be sufficient to produce Net Revenues that are equal to 125% of Annual Debt Service. All Revenues, including those received from the Issuer, shall be subject to distribution for the payment of the Operation and Maintenance Expenses of the System and the payment of the Series 2025 Bonds, as herein provided. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(a)-(c) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(c) Each Bondholder shall have a right, in addition to all other rights afforded it by the laws of Utah, to apply to and obtain from any court of competent jurisdiction such decree or order as may be necessary to require the Issuer to charge and collect reasonable rates for services supplied by the System sufficient to meet all requirements of this Final Bond Resolution.

(d) The Issuer will maintain the System in good condition and operate the same in an efficient manner and at reasonable cost.

(e) So long as any Series 2025 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts and data relating thereto and to inspect the System and all properties constituting the System. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each

Sinking Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements for account of the System, and that such audit will be available for inspection by any Bondholder upon request; provided, however, during such periods of time as the Drinking Water Board is the Registered Owner of the State Bonds, each such audit will be supplied to the Drinking Water Board as soon as completed without prior request therefor by the Drinking Water Board. At a minimum, each such audit shall include the following:

- i. A statement in detail of the revenues and expenses of the System for the Sinking Fund Year;
- ii. A balance sheet as of the end of the Sinking Fund Year;
- iii. The accountant's comments regarding the manner in which the Issuer has carried out the requirements of this Final Bond Resolution, and the accountant's recommendations for any change or improvement in the operation of the System;
- iv. A list of the insurance policies in force at the end of the Sinking Fund Year, setting out as to each policy, the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy;
- v. An analysis of all funds and accounts created in this Final Bond Resolution, setting out all deposits and disbursements made during the Sinking Fund Year and the amount in each fund or account at the end of the Sinking Fund Year;
- vi. The number of water connections within the boundaries of the Issuer, and applications for water service on hand at the end of the Sinking Fund Year;
- vii. The total billings for the Sinking Fund Year and all schedules of rates and charges imposed for water service during the Sinking Fund Year.

The Bondholder of the Series 2025 Bonds may waive the audit requirements set forth in this 4.1(e) for any particular Sinking Fund Year upon written request from the Issuer setting forth the reasons why a certified audit is not necessary or is impractical, provided that such waiver shall not apply to the reporting requirements of the Issuer set forth in 4.1(f) herein.

(f) In addition to the reporting requirements set forth in 4.1(e) above, the Issuer shall submit to the Drinking Water Board within one hundred eighty (180) days following the close of each Sinking Fund Year, a summary report substantially in the form as provided by the Drinking Water Board to the Issuer upon purchase of the Series 2025 Bonds.

All expenses incurred in compiling the information required by this Subsection (f) shall be regarded and paid as an Operation and Maintenance Expense. If a Bondholder is other than the Drinking Water Board, the Issuer agrees to furnish a copy of such information to such Bondholder at its request after the close of each Sinking Fund Year. Any Bondholder shall have the right to discuss with the accountant compiling such information the contents thereof and to ask for such additional information as it may reasonably require.

(g) Any holder of a Series 2025 Bond shall have the right at all reasonable times to inspect the System, and all records, accounts and data of the Issuer relating thereto, and upon request, the Issuer will furnish to the Bondholder financial statements and other information relating to the Issuer and the System as it may from time to time reasonably require.

(h) The Issuer, in its operation of the System, will carry insurance, including, but not limited to, workmen's compensation insurance and public liability insurance, in such amounts and to such extent as is normally carried by others operating public utilities of the same type. The cost of such insurance shall be considered an Operation and Maintenance Expense of the System. In the event of loss or damage, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged. Any remainder shall be paid into the Sinking Fund.

(i) The Issuer will not sell, lease, mortgage, encumber, or in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until all Bonds have been paid in full, except that the Issuer may sell any portion of the System which is replaced by comparable property of equal or greater value, or which has ceased to be necessary for the efficient operation of the System, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be paid into the Sinking Fund.

(j) The Issuer shall charge for water services and require that each be paid in full. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will take action to collect such bill.

(k) The Issuer may consolidate the bills submitted for sewer service with those submitted for water service, if applicable, for those persons who are liable for the payment of charges for such combined services and require that each such consolidated bill be paid in full as a unit and refuse to permit payment of one portion without payment of the remainder. Any bill not paid within thirty (30) days from the date it is mailed to the customer shall be deemed delinquent. The Issuer hereby agrees that if any water bill remains delinquent for more than sixty (60) days, it will initiate proceedings to cause all water service to the delinquent water user to be terminated immediately.

(l) Every officer, agent or employee of the Issuer having custody or control of any of the Revenues or of the proceeds of the Series 2025 Bonds shall be bonded by a responsible corporate surety in an amount not less than two times the maximum annual debt service on the Series 2025 Bonds. The premium on such surety bond shall not be an Operation and Maintenance Expense of the System.

(m) The Issuer shall commence and complete the acquisition and construction of the Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

(n) The Issuer will from time to time duly pay and discharge or cause to be paid all taxes, assessments and other governmental charges, if any, lawfully imposed upon the System or any part thereof or upon the Revenues, as well as any lawful claims for labor, materials or supplies which if unpaid might by law become a lien or charge upon the System or the Revenues or any part thereof or which might impair the security of the Bonds except when the Issuer in good faith contests its liability to pay the same.

(o) The Issuer will not grant a franchise for the operation of any competing water system within its corporate limits, as long as the Series 2025 Bonds authorized herein remain outstanding.

(p) The Issuer, in order to assure the efficient management and operation of the System and to assure the Bondholders from time to time that the System will be operated on sound business principles, will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in first-class repair and condition and in such manner that the operating efficiency thereof shall be of the highest character, and will use its best efforts to see that Operation and Maintenance Expenses are at no time in excess of the Revenues reasonably available for the payment thereof.

(q) All payments falling due on the Series 2025 Bonds shall be made to the Bondholder(s) thereof at par plus accrued interest, if any, and all charges made by the Depository Bank for its services shall be paid by the Issuer.

(r) The Issuer will maintain its identity, will make no attempt to cause its existence to be abolished and will resist all attempts by other political subdivisions to annex all or any part of the territory now or hereafter in the Issuer or served by the System.

(s) The Issuer shall establish a Capital Facilities Replacement Reserve Account (the "Replacement Account") to be held by the Issuer and shall deposit annually therein an amount equal to 5% of the Issuer's annual operating budget for the System, including debt service and depreciation, as more fully described in Section 3.4(c) hereof. The Replacement Account shall never serve as security for or a source of the payment of principal of or hardship grant assessment in lieu of

interest on the Series 2025 Bonds. The Issuer shall limit the use of moneys on deposit in the Replacement Account to the acquisition and construction of (a) replacements of obsolete System equipment or facilities, (b) extensions or additions to the Issuer's System, and (c) other capital improvements necessary to keep the System in good working condition. No disbursements shall be made from the Replacement Account unless and until the Issuer has given at least 30 days' advance written notice to the Drinking Water Board specifying the amount of the proposed disbursement and the purpose for which the disbursement will be made. The Issuer shall not, however, be required to obtain the consent of the Drinking Water Board prior to making any disbursement from the Replacement Account.

(t) The Issuer agrees, in accepting the proceeds of the Series 2025 Bonds, to comply with all applicable state and federal regulations related to the Utah State Revolving Fund administered by the Drinking Water Board. These requirements include, but are not limited to, Title XIV of the Safe Drinking Water Act of 1996, OMB Circular A-133, the Utah Federal State Revolving Fund (SRF) Program (R309-705 of the Utah Administrative Code), the Utah Local Government Bonding Act, the Utah Money Management Act, the Utah Procurement Code and the State of Utah Legal Compliance Audit Guide.

Section 4.2 Additional Indebtedness. No additional indebtedness, bonds or notes of the Issuer having priority over the Series 2025 Bonds with respect to payment from the Net Revenues from the System shall be created or incurred by the Issuer without the prior written consent of all holders of the Series 2025 Bonds. Furthermore, none of the Series 2025 Bonds shall be entitled to priority over any other Series 2025 Bonds in application of the Net Revenues of the System, regardless of when issued, it being the intention of the Issuer that there shall be no priority among the Series 2025 Bonds authorized to be issued pursuant to this Final Bond Resolution regardless of the fact that they may be actually issued and delivered at different times. Except as provided below, the Issuer will not hereafter issue any bonds or obligations payable from the Net Revenues of the System, or any part thereof, or which constitutes a lien on such Net Revenues or on the System until all Series 2025 Bonds have been paid in full unless such additional bonds are issued in such manner that they are in all respects subordinate to the Series 2025 Bonds.

The provisions of the foregoing paragraph are subject to the following two exceptions:

(a) The Series 2025 Bonds or any part thereof may be refunded. The refunding bonds so issued shall enjoy a lien on the Net Revenues on a parity with the Series 2025 Bonds except that if fewer than all of the Series 2025 Bonds outstanding at the time are so refunded, no refunding bonds shall bear interest or hardship grant assessment in lieu of interest at a rate higher or mature at a date earlier than the corresponding Series 2025 Bonds refunded thereby without the consent of the holders of all of the Series 2025 Bonds that are not refunded. In all other respects, refunding bonds may be secured in such manner and may be

payable from such sources and be subject to other terms and provisions that may be provided in the resolution authorizing their issuance. Refunding bonds may be exchanged with the consent of the Bondholder for not less than a like principal amount of the Series 2025 Bonds authorized to be refunded, may be sold or may be exchanged in part or sold in part. If sold, the proceeds of the sale not required for the payment of expenses shall be used to refund that portion of the Series 2025 Bonds refunded.

(b) Additional bonds may be issued on a parity with the Series 2025 Bonds herein authorized if all of the following conditions are met at the time of the issuance of such additional bonds (herein referred to as “Parity Bonds”):

(i) The Net Revenues of the System for the Sinking Fund Year preceding the year in which the Parity Bonds are to be issued were 125% of the average Annual Debt Service on all of the Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued. For purposes of this Subsection (b)(i), the Net Revenues of the preceding Sinking Fund Year may include an amount equal to ninety-five percent (95%) of the amount by which such Net Revenues would increase due to any water rate increase which became effective prior to and in anticipation of the issuance of the proposed Parity Bonds. The requirements of this Subsection (b)(i) may be waived or modified by the written consent of the Registered Owners and holders of 100% of the principal amount of the Bonds and Parity Bonds then outstanding. Balances held in the Revenue Fund on the last day of each Fiscal Year in excess of 25% of the amount of the Operation and Maintenance Expenses for that Fiscal Year, after payment of all Operation and Maintenance Expenses and all deposits required by Section 3.4(a)-(c) of this Final Bond Resolution to that date have been made, shall be considered to be Revenues available for the next Fiscal Year.

(ii) All payments required by this Final Bond Resolution to be made into the Sinking Fund must have been made in full and there must be in the Reserve Fund the full amount required by this Final Bond Resolution to be accumulated therein.

(iii) The Parity Bonds must be payable as to principal on December 1 of each year in which principal falls due.

(iv) The proceedings authorizing such Parity Bonds shall provide that the aggregate balance of all reserve accounts shall be increased to an amount not less than the maximum Annual Debt Service of all Bonds and Parity Bonds then outstanding and the Parity Bonds so proposed to be issued and that balance shall be accumulated within ten (10) years after delivery of such Parity Bonds.

(v) The proceeds of the Parity Bonds must be used for the making of improvements, extensions, renewals, replacements or repairs to the System.

ARTICLE V

MISCELLANEOUS

Section 5.1 Default and Remedies. Failure of the Issuer to perform any covenant or requirement of the Issuer under this Final Bond Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure shall constitute an event of default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay a hardship grant assessment in lieu of interest penalty (the "Interest Penalty") equal to eighteen percent (18%) per annum of the outstanding principal amount on the Series 2025 Bonds, the Interest Penalty to accrue from the date of the notice from the Bondholder to the Issuer referenced above until the default is cured by the Issuer. The Interest Penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues of the System for purposes of applying the Revenues toward the Revenue allocations required by Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing such functions on behalf of the Bondholders shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2 Amendments to this Final Bond Resolution. Provisions of this Final Bond Resolution shall constitute a contract between the Issuer and the Bondholders; and after the issuance of the Series 2025 Bonds, no change, variation or alteration of any kind in the provisions of this Final Bond Resolution shall be made in any manner until such time as all of the Series 2025 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Final Bond Resolution in the manner and to the extent set out below.

Whenever the Issuer shall propose to amend or modify this Final Bond Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2025 Bonds then outstanding. Such notice shall (a) briefly set forth the nature of the proposed amendment, (b) state that copies thereof are on

file at the principal office of the Issuer for inspection by all Bondholders and (c) set forth the manner in which Bondholders are to give or withhold their consent to the proposed amendment. Upon receipt of Bondholder consents representing at least 75% of the aggregate principal amount of the Series 2025 Bonds then outstanding, the governing body of the Issuer may adopt by resolution the proposed amendment, and it shall become effective. Nothing in this Section shall permit or be construed as permitting an amendment to this Final Bond Resolution which would (A)(i) extend the stated maturity or reduce the principal amount of the Series 2025 Bonds, or (A)(ii) reduce the rate of or extend the time for paying interest, if any, due on the Series 2025 Bonds, including interest, if any, on delinquent payments of principal of or interest, if any, on the Series 2025 Bonds, without the consent of the holders of all the Series 2025 Bonds, or (B) reduce the amount of or extend the time for making any payment required by any fund or account established hereunder without the consent of the holders of all the Series 2025 Bonds which would be affected by such reduction or extension, or (C) change the rights of the holders of less than all Series 2025 Bonds then outstanding, without the consent of the holders of all the Series 2025 Bonds at the time outstanding which would be affected by such changes.

If a Bondholder shall have consented to and approved the adoption of the amendatory resolution as herein provided, such Bondholder shall not have any right or interest to subsequently object to the adoption thereof or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof. Any consent given by a Bondholder pursuant to the provisions of this Section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3 Maintenance of Proceedings. A certified copy of this Final Bond Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his or her agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Final Bond Resolution, including any amendatory or supplemental ordinance or resolution, will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Final Bond Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax either to pay the principal of or interest or hardship grant assessment in lieu of interest, if any, on the Series 2025 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2025 Bonds.

Section 5.4 Defeasance of Series 2025 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to the Registered

Owners of the Series 2025 Bonds of the amounts due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Net Revenues under this Final Bond Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2025 Bonds) shall be cancelled and discharged with respect to the Series 2025 Bonds.

Any Series 2025 Bond shall be deemed to be paid within the meaning of this Section when payment of the Series 2025 Bonds (whether such payment is made at maturity or upon prepayment or redemption) shall have been made in accordance with the terms thereof. At such time as the Series 2025 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2025 Bonds).

Section 5.5 Sale of Series 2025 Bonds Approved. The sale of the Series 2025 Bonds to the Drinking Water Board at par is hereby authorized, confirmed and approved.

Section 5.6 Bondholders Not Responsible. The holders of the Series 2025 Bonds shall not be responsible for any liabilities incurred by the Issuer in the acquisition or construction of the Project or for the failure of the System to function successfully after completion of the Project.

Section 5.7 Notice of Public Hearing and Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder has caused a “Notice of Public Hearing and Bonds to be Issued” to be posted (1) on the City website, (2) on the Utah Public Notice Website, and (3) at City Hall at least 14 days before the public hearing and adoption of this resolution.

Section 5.8 Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Final Bond Resolution and the documents authorized and approved herein.

Section 5.9 Severability. If any section, paragraph, clause or provision of this Final Bond Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other section, paragraph, clause or provision of this Final Bond Resolution. This Resolution amends, supercedes and replaces the bond resolution of the Issuer adopted on April 20, 2022.

Section 5.10 Statutory Authority for the Series 2025 Bonds. The Series 2025 Bonds are issued under the authority of the Act and each Series 2025 Bond certificate shall so recite. By the adoption of this Final Bond Resolution, it is the intention of the Issuer to comply in all respects with the applicable provisions of the Act.

Section 5.11 Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Final Bond Resolution are, to the extent of such conflict, hereby repealed.

Section 5.12 Record of Proceedings. The City Recorder is hereby directed to complete and execute the Record of Proceedings attached hereto.

Adopted and approved as of this July 31, 2025.

Mayor

ATTEST:

City Recorder

(SEAL)

RECORD OF PROCEEDINGS

The City Council (the “Council”) of Nibley City, Cache County, Utah (the “Issuer”), met in public session at the regular meeting place of the Council in Nibley, Utah, on July 31, 2025, at the hour of 6:30 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Larry Jacobsen	Mayor
Erin Mann	Councilmember
Garrett Mansell	Councilmember
Kay Sweeten	Councilmember
Nathan Laursen	Councilmember
Norm Larsen	Councilmember

Also present:

Cheryl Bodily	City Recorder
Justin Maughan	City Manager

Absent:

which constituted all members thereof.

After the meeting had been duly called to order and after other matters not pertinent to this resolution were discussed, the foregoing resolution (the “Resolution”) was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember _____ and seconded by Councilmember _____, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

The City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this July 10, 2025 meeting, a copy of which is attached hereto.

Upon the conclusion of all the business on the Agenda and motion duly made and carried, the Meeting was adjourned.

EXHIBIT C-2

CERTIFICATE OF CITY RECORDER

I, Cheryl Bodily, the duly appointed and qualified City Recorder of Nibley City, Cache County, Utah (the “Issuer”), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the City Council of the Issuer at a public meeting duly held on July 31, 2025 (the “Meeting”). The Meeting was called and noticed as required by law as is evidenced by the following Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on July 31, 2025 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this July 31, 2025.

City Recorder

(S E A L)

EXHIBIT C-3

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cheryl Bodily, the undersigned City Recorder of Nibley City, Cache County, Utah (the “Issuer”), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the July 31, 2025, public meeting held by the Issuer as follows:

(a) By causing a notice, in the form attached hereto (the “Meeting Notice”), to be posted at the principal office of the Issuer at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the Meeting; and

(b) By causing a copy of the Meeting Notice to be posted on the City website at least twenty-four (24) hours prior to the convening of the Meeting;

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the convening of the Meeting; and

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this July 31, 2025.

City Recorder

(S E A L)

(Attach Meeting Notice (Agenda) and proof of posting thereof on (1) the Utah Public Notice Website, (2) City Website, and (3) at City Hall).

EXHIBIT A-1

(FORM OF STATE BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF UTAH
NIBLEY CITY
TAXABLE WATER REVENUE BONDS, SERIES 2025

\$3,500,000

Nibley City, Cache County, Utah (the “Issuer”), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the State of Utah Department of Environmental Quality, Drinking Water Board (the “Registered Owner”) or registered assigns last named on the Registration Certificate attached hereto, the Total Principal Sum set forth in the "Certificate of Dates of Payment and Amount" set forth at the end of this Bond (the “Certificate”), but in no event more than the aggregate Repayable Principal Amount of \$3,500,000 bearing a hardship grant assessment in lieu of interest at the rate of 2.5% per annum on the unpaid principal balance, with the hardship grant assessment in lieu of interest payable annually on December 1 of each year with the first payment of hardship grant assessment in lieu of interest being due on December 1, 2026, and with payments of principal payable in registered installments beginning December 1, 2027, and each December 1 thereafter in each of the years and in the amounts as set forth in the following Repayment Schedule:

REPAYMENT SCHEDULE

<u>December 1</u>	<u>Principal Maturing</u>	<u>December 1</u>	<u>Principal Maturing</u>
2025	No payment	2036	\$171,000
2026	Hardship Grant Assessment	2037	175,000
2027	\$137,000	2038	180,000
2028	140,000	2039	184,000
2029	144,000	2040	189,000
2030	148,000	2041	194,000
2031	151,000	2042	198,000
2032	155,000	2043	203,000
2033	159,000	2044	209,000
2034	163,000	2045	214,000
2035	167,000	2046	219,000

If less than \$3,500,000 total repayable principal amount is advanced on the Series 2025 Bonds, the repayment period shall be shortened and the number of annual principal installments shall be reduced in the inverse order of maturities (and the amount of the final remaining principal installment shall be reduced, if required) to correspond to the actual Principal Amount of the Series 2025 Bonds.

“Hardship Grant Assessment Fee in Lieu of Interest” means a special assessment levied by the Drinking Water Board against the Issuer in consideration for agreeing to finance the Project financed with the Series 2025 Bonds and shall equal to 2.5% per annum of the outstanding principal balance of the Series 2025 Bonds and shall be payable as provided herein.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption, shall be payable upon surrender of this Bond at the offices of the Paying Agent, or of any successor Paying Agent. Payments of hardship grant assessment in lieu of interest, if any, on this Bond shall be made to the Registered Owner hereof and shall be paid by check or draft mailed to the Registered Owner hereof at the address as it appears on the registration books of the Issuer maintained by the Registrar, or at such other address as is furnished to the Registrar in writing by such Registered Owner.

As long as the State of Utah Department of Environmental Quality, Drinking Water Board (the “Drinking Water Board”) is the Registered Owner of this Bond, installment payments of principal and hardship grant assessment in lieu of interest, if any, shall be made by check or draft mailed to the Drinking Water Board as the Registered Owner at the address shown on the registration books maintained by the Registrar.

If any installment payment of the principal of or hardship grant assessment in lieu of interest, if any, on this Bond is not paid when due and payable, the Issuer shall pay a hardship grant assessment in lieu of interest on the delinquent installment at the rate of eighteen percent (18%) per annum from said due date until paid. All payments shall be made in coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to hardship grant assessment in lieu of interest, if any, and then to principal.

This Bond represents the Issuer’s Taxable Water Revenue Bonds, Series 2025 (the “Series 2025 Bonds”) and is issued pursuant to (i) a Parameters Resolution and a Final Bond Resolution (collectively, the “Bond Resolution”) adopted by the governing body of the Issuer on July 10, 2025, and July 31, 2025, respectively, and (ii) under the authority of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended, for the purposes of financing, in part, (i) the acquisition and construction of water system improvements, including a culinary drinking water well, and related improvements to the Issuer’s System, and all equipment and appurtenances thereto (the “Project”), and (ii) paying the costs of issuing the Bonds (as defined in the Bond Resolution). This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System and does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation

indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

This Bond is payable solely from the Net Revenues derived from the operation of the Issuer's System, all as more fully described and provided in the Bond Resolution. The Bond Resolution requires that the Issuer deposit a sufficient amount of the Net Revenues of the System into a sinking fund designated "Nibley City, Cache County, Utah, Water Revenue Bonds, Sinking Fund" (the "Sinking Fund") to provide for the annual principal payment on the Series 2025 Bonds and all bonds on a parity. Pursuant to the terms of the Bond Resolution, all of the Net Revenues of the System and the Sinking Fund have been pledged to the payment of the principal on this Bond and all bonds on a parity.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

As provided in the Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts (the "Additional Obligations"), which may mature at different times, may bear interest at different rates, if any, and may otherwise vary as provided in the Bond Resolution, and the aggregate principal amount of the Additional Obligations which may be issued is not limited. Any Additional Obligations issued under the Bond Resolution must either be subordinate to or on parity with this Bond, provided certain conditions are met. If the Additional Obligations are issued on parity with this Bond, then the Additional Obligations and this Bond will be equally and ratably secured by a pledge of the Net Revenues of the System, except as otherwise expressly provided or permitted in or pursuant to the Bond Resolution.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at the address appearing on the registration books maintained by the Issuer. Any notice of redemption so mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Receipt of such notice shall not be a condition precedent to such redemption and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of this Bond.

Subject to the provisions of the Bond Resolution, this Bond is issued in fully registered form, without coupons, in a denomination equal to a principal amount of the bonds or, upon exchange for an Exchange Bond (as defined in the Bond Resolution), in a denomination of \$1,000 and any integral multiple thereof.

The Issuer covenants and agrees that it will fix rates for water service sufficient to pay when due this Bond, and the principal and interest or hardship grant assessment in lieu of interest, if any, on all bonds and obligations issued on a priority to or parity with this Bond, if any, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, and will collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and will set aside one hundred percent (100%) of the Net Revenues of the System (as defined in the Bond Resolution) to pay this Bond according to the payment terms hereinabove set forth and the principal and interest or hardship grant assessment in lieu of interest, if any, on all bonds and obligations issued on a parity with this Bond, if any.

To the extent and in the respects permitted by the Bond Resolution, the Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Bond Resolution. The holder or owner of this Bond shall have no right to enforce the provisions of the Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Bond Resolution.

This Bond shall be registered in the name of the initial purchaser and any subsequent purchasers in the registration book in the office of the City Recorder of the Issuer, who shall be the Registrar and the Paying Agent for this Bond. This Bond is transferable only by notation upon the registration book by the registered owner hereof in person or by his or her attorney duly authorized in writing, by the surrender of this Bond, together with a written instrument of transfer satisfactory to the Issuer, duly executed by the registered owner or his or her attorney duly authorized in writing; thereupon, this Bond shall be delivered to and registered in the name of the transferee.

It is hereby declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Bond does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that all of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and that a sufficient amount of the Net Revenues will be set aside into the Sinking Fund by the Issuer for the prompt payment of this Bond and all bonds, if any, issued on a parity with this Bond, and that the Net Revenues are not pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all other bonds, if any, issued on a parity with this Bond. This Bond shall be incontestable for any reason whatsoever after the delivery hereof for value.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the official seal of the Issuer this _____, 2025.

NIBLEY CITY,
CACHE COUNTY, UTAH

/s/ (Do Not Sign)
Mayor

Countersigned:

/s/ (Do Not Sign)
City Recorder

(SEAL)

CERTIFICATE OF DATES OF PAYMENT AND AMOUNT

The undersigned authorized representative of the State of Utah Department of Environmental Quality, Drinking Water Board (the “Drinking Water Board”), hereby certifies that the Drinking Water Board has received written authorization from the City Recorder of the Issuer to stamp or write the amount(s) indicated below on the date(s) set forth opposite such amount(s); that the amount last inserted under the column “Total Principal Sum” is the total amount received by the Issuer from the issuance of this Bond, and that the undersigned has placed his/her signature in the space provided opposite such amount(s) to evidence the same.

<u>Amount of Payment</u>	<u>Date of Payment</u>	<u>Total Principal Sum</u>	<u>Drinking Water Board Representative Signature</u>
\$, 20	\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	

REGISTRATION CERTIFICATE

(No writing to be placed herein except by
the Bond Registrar)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A-2

(FORM OF EXCHANGE BOND)

UNITED STATES OF AMERICA
STATE OF UTAH
COUNTY OF UTAH
NIBLEY CITY
TAXABLE WATER REVENUE BONDS, SERIES 2025

HARDSHIP GRANT
ASSESSMENT FEE IN IN
LIEU OF INTEREST

2.5%

MATURITY DATE

December 1, 20__

ISSUE DATE

_____, 20__

Registered Owner: _____

Principal Amount: _____ Dollars

Nibley City, Cache County, Utah (the "Issuer"), a political subdivision and body politic of the State of Utah, acknowledges itself indebted and for value received hereby promises to pay, but solely in the manner and from the revenues and sources hereinafter provided, to the Registered Owner identified above, or registered assigns, on the Maturity Date specified above, upon presentation and surrender thereof, the Principal Amount identified above. A Hardship Grant Assessment Fee in Lieu of Interest at the rate specified above on the Principal Amount hereof (calculated on the basis of a year of 360 days comprised of twelve 30-day months) shall be payable by check or draft mailed by the City Recorder of the Issuer (the "Paying Agent") to the Registered Owner hereof beginning December 1, 20__ and on each December 1 thereafter until this Bond is paid in full. The principal and redemption price of this Bond shall be payable upon presentation of this Bond to the Paying Agent, or its successor as such paying agent, for payment on the Maturity Date or the date set for prior redemption as provided herein.

The Issuer shall be obligated to pay to the Drinking Water Board and any subsequent owner of the Series 2025 Bonds a Hardship Grant Assessment Fee in Lieu of Interest. A Hardship Grant Assessment Fee in Lieu of Interest shall accrue on the outstanding principal balance of the Series 2025 Bonds on December 1, 20__ and on each following December 1 and shall be computed in the same manner as a Hardship Grant Assessment Fee in Lieu of Interest such that as the outstanding balance of Series 2025 Bonds is increased or decreased, the a Hardship Grant Assessment Fee in Lieu of Interest

shall be computed on the basis of the increased or decreased principal balance from the date of such increase or decrease to the earlier of (i) the next change in principal balance or (ii) the next succeeding payment date. The payment dates for the Hardship Grant Assessment Fee in Lieu of Interest shall be December 1, 20__ and each December 1 thereafter until the Series 2025 Bonds are paid in full.

“Hardship Grant Assessment Fee in Lieu of Interest” means a special assessment levied by the Drinking Water Board against the Issuer in consideration for agreeing to finance the Project financed with the Series 2025 Bonds and shall equal to 2.5% per annum of the outstanding principal balance of the Series 2025 Bonds and shall be payable as provided herein.

If this Bond or any installment of a Hardship Grant Assessment Fee in Lieu of Interest hereon is not paid when due and payable, the Issuer shall pay interest on the unpaid amount at the rate of eighteen percent (18%) per annum from the due date thereof until paid in full.

This Bond is one of an authorized issue of bonds of like date, term and effect except as to maturity, in the aggregate principal amount of _____ Dollars (\$ _____), issued in exchange for the conversion of the Issuer's Taxable Water Revenue Bond, Series 2025 dated _____, 20__, originally issued in the total Principal Amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) (the “Series 2025 Bonds”), all as authorized by an Final Bond Resolution of the Issuer duly adopted on July 31, 2025 (the “Final Bond Resolution”). This Bond and the issue of Bonds of which it is a part is issued pursuant to (i) the Parameters Resolution adopted by the governing body of the Issuer on July 10, 2025, and the Final Bond Resolution, and (ii) under the authority of the Utah Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, for the purposes of financing, in part, (i) the acquisition and construction of water system improvements, including a culinary drinking water well, and related improvements to the Issuer’s System, and all equipment and appurtenances thereto (the “Project”), and (ii) paying the costs of issuing the Bonds (as defined in the Bond Resolution). This Bond is a special limited obligation of the Issuer payable solely from the Net Revenues (as defined in the Bond Resolution) of the System, all of which have been pledged to the payment of the Series 2025 Bonds. This Bond does not constitute an indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. In no event shall this Bond be deemed or construed to be a general obligation indebtedness of the Issuer or payable from any funds of the Issuer other than the Net Revenues of the System.

As provided in the Final Bond Resolution, bonds, notes and other obligations may be issued from time to time in one or more series in various principal amounts (the “Additional Obligations”), which may mature at different times, may bear interest or hardship grant assessment in lieu of interest at different rates and may otherwise vary as provided in the Final Bond Resolution, and the aggregate principal amount of the Additional Obligations which may be issued is not limited. Any Additional Obligations issued under the Final Bond Resolution must either be subordinate to or on parity with this Bond, provided certain conditions are met. If the Additional Obligations are issued on

parity with this Bond, then the Additional Obligations and this Bond will be equally and ratably secured by a pledge of the Net Revenues of the System, except as otherwise expressly provided or permitted in or pursuant to the Final Bond Resolution.

The issuance of this Bond shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

This Bond is subject to prepayment and redemption at any time, in whole or in part (if in part, in integral multiples of \$1,000), at the election of the Issuer in inverse order of the due date of the principal installments hereof and by lot selected by the Issuer if less than all Bonds of a particular due date are to be redeemed, upon notice given as hereinafter set forth, at a redemption price equal to the principal amount to be so prepaid.

Notice of redemption shall be mailed by the Issuer, postage prepaid, not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for prepayment, to the Registered Owner of this Bond addressed to such owner at the address appearing on the registration books maintained by the Issuer. Any notice of redemption so mailed shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Receipt of such notice shall not be a condition precedent to such redemption and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of this Bond.

Subject to the provisions of the Final Bond Resolution, the Series 2025 Bonds are issuable in fully registered form, without coupons, in denomination equal to the principal amount of the bonds or, upon exchange, in the denomination of \$1,000 or any integral multiple thereof.

The Issuer covenants and agrees that it will (a) fix rates for water service sufficient to pay the principal of and interest or hardship grant assessment in lieu of interest, if any, on this Bond when due, and the principal of and interest or hardship grant assessment in lieu of interest, if any, on all other bonds, if any, issued pursuant to the Final Bond Resolution on parity with this Bond, as the same fall due, provided such rates must be reasonable rates for the type, kind and character of the service rendered, (b) collect and account for the Revenues (as defined in the Bond Resolution) to be received for such service, and (c) set aside a sufficient amount of the Net Revenues of the System to pay the principal of and interest or hardship grant assessment in lieu of interest, if any, on this Bond according to the payment terms set forth herein and in the Final Bond Resolution and the principal of and interest or hardship grant assessment in lieu of interest, if any, on any other bonds issued on a parity with this Bond.

To the extent and in the respects permitted by the Final Bond Resolution, the Final Bond Resolution may be modified or amended by action on behalf of the Issuer taken in the manner and subject to the conditions and exceptions prescribed in the Final Bond Resolution. The Registered Owner of this Bond shall have no right to enforce the provisions of the Final Bond Resolution or to institute action to enforce the pledge or covenants made therein or to take any action with respect to an event of default under the

Final Bond Resolution or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Final Bond Resolution.

This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the office of the City Recorder (the "Registrar") in Nibley City, Utah, but only in the manner, subject to the limitations and upon payment of the charges provided in the Final Bond Resolution and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

It is hereby certified, recited and declared that all conditions, acts and things essential to the validity of this Bond and the issue of which it forms a part do exist, have happened and have been done, and that every requirement of law affecting the issue hereof has been duly complied with; that this Bond and the issue of which it forms a part does not exceed any limitation prescribed by the Constitution and laws of the State of Utah; that all of the Net Revenues to be derived from the operation of the System, including any future improvements, additions and extensions thereto, have been pledged and that a sufficient amount will be set aside into a special fund and account by the Issuer to be used for the payment of the principal of and interest, if any, on the this Bond and all other bonds, if any, issued on a parity with this Bond, and that, with the exception of the Outstanding Bonds, the Net Revenues of the System have not been pledged, hypothecated or anticipated in any way other than by the issue of this Bond and all other bonds, if any, issued on a parity with this Bond.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the official seal of the Issuer this _____, 20__.

NIBLEY CITY,
CACHE COUNTY, UTAH

By /s/ (Do Not Sign)
Mayor

COUNTERSIGNED:

/s/ (Do Not Sign)
City Recorder

(S E A L)

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____ (Tax Identification or Social Security No. _____) the within Bond and all rights there under and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

THE SIGNATURE(S) SHOULD BE
GUARANTEED BY AN ELIGIBLE
GUARANTOR INSTITUTION
(BANKS, STOCKBROKERS,
SAVINGS AND LOAN
ASSOCIATIONS AND CREDIT
UNIONS WITH MEMBERSHIP IN
AN APPROVED SIGNATURE
GUARANTEE MEDALLION
PROGRAM), PURSUANT TO
S.E.C. RULE 17Ad-15

Agenda Item #12

Description	Discussion and Consideration: Resolution 25-23— Agreement with the State of Utah Department of Transportation, Active Transportation Cooperative Agreement, Accepting Ownership of Trail ROW and Responsibility of Maintenance (Second Reading)
Presenter	Justin Maughan, City Manager
Staff Recommendation	Move to continue Resolution 25-23—Agreement with the State of Utah Department of Transportation, Active Transportation Cooperative Agreement, Accepting Ownership of Trail ROW and Responsibility of Maintenance
Reviewed By	Justin Maughan, City Manager

Additional Background (since 7-10-25)

Mayor and staff have had some discussion with UDOT officials, and expressed Nibley's unwillingness to sign the proposed agreement until we are guaranteed to have access to the trail along the west side of HWY 165, so that residents won't have to cross the intersection of 2600 South and Hwy 165 to get to the trail. They have expressed an understanding of the issue, but could not make a guarantee to us at this time. They are looking at options of funding a short study to determine what impacts the west side connection would have on the project. The biggest issue seems to be that cross walks and signaling changes would need to be made at the intersection. UDOT is unwilling to commit until they understand what impact those changes will have on the functionality of the intersection.

Background:

From Utah Trail Network website:

During the 2023 Utah legislative session the legislature passed **SB 185**. In that bill there is a provision that allocates \$45 million in on-going funding and \$45 million one-time funding to UDOT to build, operate, and maintain a paved regional trail network.

The vision is for UDOT to build and operate a network of paved trails throughout the state that connect Utahns of all ages and abilities to their destinations and communities. This network should be a comfortable and reliable option for those walking, biking or scooting. When built out, the network should create a regional trail spine, or backbone, with local facilities tying in wherever possible, making it seamless for someone to jump on for any distance they need.

Secondary benefits of this trail network include creating opportunities for people to be together outside. This trail network is called the Utah Trail Network or UTN. UDOT created a new Division, the Trails Division, to oversee this funding and implement the UTN program.

In 2024 during the first round of considered projects, the a connector trail along the Blacksmith Fork River from Ridgeline Highschool to the Blackhawk Soccer Complex in Logan was identified, and awarded \$4M for construction. This is the only trail in the Region that was awarded any money.

The funding for the construction of the trail will come from UDOT, however, UDOT is not interested in maintaining or operating the trail, and are requiring the local Municipalities to agree to do so, before they will construct the trail. UDOT staff has begun to reach out to the municipalities to have those discussions. Millville has indicated that they are not interested in agreeing to anything. Providence has expressed some support, with concerns of the wording in the agreement. Logan is supportive. Preliminary discussion with Mayor and Staff in Nibley, are supportive of not only accepting and maintaining the portion of the trail in Nibley but also accepting and maintaining the portion of the trail through Millville. Staff estimates that this will cost \$5,000 to \$10,000 annually to maintain the trail.

RESOLUTION 25-23

**AGREEMENT WITH THE STATE OF UTAH DEPARTMENT OF TRANSPORTATION,
ACTIVE TRANSPORTATION COOPERATIVE AGREEMENT, ACCEPTING OWNERSHIP
OF TRAIL ROW AND RESPONSIBILITY OF MAINTENANCE**

WHEREAS, Where as Nibley supports the creation of trails for a healthy active lifestyle; and

WHEREAS, UDOT is willing to fund the construction of the Blacksmith Fork River Trail, from Ridgeline Highschool to Blackhawk Soccer Complex; and

WHEREAS, a condition of the construction is that Nibley City take ownership and maintenance of the trail; and

WHEREAS, the trail extends beyond the jurisdiction of Nibley into Millville, Providence and Logan; and

WHEREAS, Millville has declined involvement in the project.

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

The attached Active Transportation Cooperative agreement attached hereto is approved and agreed to.

Dated this 10 day of July, 2025.

Larry Jacobsen, Mayor

ATTEST

Cheryl Bodily, City Recorder

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BLACKSMITH FORK TRAIL FEASIBILITY STUDY

MAY 2024



**CIVIL
SOLUTIONS
GROUP**

Blacksmith Fork Trail Feasibility Study

INTRODUCTION

The Cache County Corporation contracted with Civil Solutions Group, Inc. (CSG) to prepare this study to determine the feasibility of constructing a shared-use trail approximating the route of the Blacksmith Fork River (BSF River) from Ridgeline High School (RHS) in Millville to Blackhawk Park in Logan. This trail would play a key role in connecting RHS (a major activity center and pedestrian/bicyclist trip generator) to the wider County trail network, while also providing a safe and scenic route separate from major vehicular thoroughfares. Other connections would one day further link this trail east to the Bonneville Shoreline Trail and west to the Logan River Trail System.

GOALS FOR THE FEASIBILITY STUDY

The goals for the Feasibility Study included:

- Identify the willingness of existing property owners along the BSF River corridor to cooperate in right-of-way (ROW) acquisition for the trail
- Determine a preferred alignment for the trail
- Develop design standards for the trail
- Evaluate existing conditions along the trail corridor
- Evaluate proposed crossing options at State Road 165 (SR-165) in Nibley, the BSF River in Millville and 1700 South in Logan for cost, safety, and engineering feasibility
- Estimate project cost to be used in funding applications
- Initiate conversations with relevant government agencies regarding strategies for long-term maintenance of the facility.

PRIVATE PROPERTY OWNER INVOLVEMENT

The first step in determining the preferred alignment was to determine the willingness of affected property owners to participate. The private landowners owning parcels through which the trail could connect its designated beginning to its terminus were contacted by CSG to discuss their willingness to participate.

ALLAN & SUSAN VAIL TRUST (Parcels #03-004-0005 & 03-004-0027)

Michael Taylor, PE with CSG, appeared in person at the Vail household in February of 2024 to discuss their willingness to participate in running the trail along the east river bank through their property. Allan and Susan Vail invited Mr. Taylor into their home where the objectives for the trail were discussed. The couple expressed their concern about how narrow their property was between the highway ROW and the river, and that ceding an additional linear corridor along the river could impact their parcel's use, citing their recent inability to construct

a needed outbuilding due to setback constraints. Further concerns were expressed regarding visibility, safety and the possibility of theft and/or vandalism to their property. Ultimately the Vails stated that they would not be willing to entertain a government purchase of any of their land in fee or the purchase of an access easement across their land.

H. J. FUHRIMAN, LLC (Parcels #03-004-0001, 03-004-0002, 03-002-0010 & 03-002-0012)

CSG spoke with H. J. “Joe” Fuhriman in February 2024. After discussing the objectives for the trail, Mr. Fuhriman expressed his concern about the operational challenges to his agricultural operation posed by public access. Concerns about vandalism, as well as the liability to which he may be exposed from trespassers inclined him to doubt his interest in participation. Mr. Fuhriman did say that he would discuss the issue with his family and get back to us. However, on a follow-up phone call, he stated his firm opposition to the project.

STOKES NATURE CENTER (Parcel #03-004-0011)

In 2023, Cache County officials discussed with representatives from Stokes Nature Center who was open to the trail traversing their property as long as fencing or other appropriate barriers would separate pedestrians from critical habitat areas within their preserve. However, without participation from the Fuhriman or Vail families, the parcel only serves as a dead-end and would not be of any benefit to the trail corridor.

SETH ALDER FARM, LLC (Parcels #02-089-0019, 03-002-0001, 03-002-0002 and 03-002-0009)

The Alder Family had previously expressed their willingness to Cache County officials to participate in the trail project by dedicating a public access ROW for the trail along the west bank of the BSF River. CSG furthered discussions with Alex Bearnson, the representative for Seth Alder Farm, LLC, who confirmed the same and also provided the project team a conceptual site plan showing their master plan for all the Alder property, which included a trail along the west bank of the BSF River. The Alder Team envisions the trail being setback from the river just outside of the existing tree canopy. A Memorandum of Understanding (MOU) has been drafted between Cache County and the Alder Family to memorialize this mutually-supported approach, and can be found in Appendix A.

RECOMMENDED ROUTE

Given the unwillingness of the Fuhriman and Vail families to participate, it is understood that the first leg of the trail from the roundabout at RHS would have to either (1) first run west to the SR-165 and 2600 South intersection and then north along the west side of SR-165 until a connection could be made with the Alder properties, or (2) follow the river running northwest from the roundabout, cross under SR-165 at the existing UDOT bridge structure and then run north along the westside of SR-165. Given the desire to provide user safety, the traffic levels and speeds of SR-165, and a desire to provide as much vehicle/pedestrian separation as possible, Cache County staff directed this study to focus on the second option of running the

trail under the SR-165 structure. Therefore, the recommended route will run from the RHS roundabout along the northside of the BSF River, under the SR-165 bridge, along the westside of the highway until reaching the Millville 750 North ROW, cross west over the BSF River, head north along the westside of the BSF River to 1700 South in Logan, and then cross either above- or below-grade at the existing bridge. This recommended route is shown graphically in Figure 1.

DESIGN STANDARDS

The design user for this trail includes pedestrians and urban cyclists. Although it is anticipated that the vast majority of the trail will be ADA-compliant, it is possible that short segments at bridge crossings may not be, as these crossings involve retrofitting existing infrastructure. Equestrian and motorized users will not be accommodated. Several guidance documents were considered for use in selecting the design standards for this project. Most appropriate would have been the new Utah Trail Network standards; however, they were not yet available from UDOT at the time the study was conducted. The AASHTO Guide for the Development of Bicycle Facilities, 4th Edition appeared the next best standard suited to the circumstances of the project.

Cache County Trail representatives selected asphalt as the preferred material given the absence of joints and the resultant smoother riding surface. Concrete would only be used at bridge underpass locations. Relevant design criteria, including those regarding cross-sectional elements, such as trail width, shoulders, cross-slope, etc. are provided in Table 1.

TABLE 1. PROJECT DESIGN CRITERIA

Design Element	Value	Unit	Source	Page
Width	12	ft	AASHTO	5.2.1
Shoulders/shy/clearance	2	ft	AASHTO	Figure 5-1
Shoulder Slope	6:1	-	AASHTO	Page 5-5
Clear Zone to water or 3:1+ Slope	5	ft	AASHTO	Page 5-5
Design Speed	18	mph	AASHTO	Page 5-13
Min Radius	60	ft	AASHTO	Table 5-2
Cross-Slope	2	%	AASHTO	Table 5-15
Longitudinal Grade*	5	%	AASHTO/ATBCD	Page 5-16
Bridge Railing Spacing Max	6	in	AASHTO	Figure 5-11
Vertical Clearance Preferred	10	ft	AASHTO	Page 5-6
Vertical Clearance Min	8	ft	AASHTO	Page 5-6
Stopping Sight Distance @ Max Grade	180	ft	AASHTO	Figure 5-7
Min Length of Crest Vert. Curve	180	ft	AASHTO	Figure 5-8
Sight Triangles	15x25	ft	AASHTO	Figure 5-16
Extra-width at switchbacks	4 to 6	ft	AASHTO	Page 5-17

*Exceeding max grade at underpasses could be mitigated with railings, landings, signage or widening

The two criteria that may prove difficult to conform to at the trail underpasses are “Longitudinal Grade” and “Vertical Clearance Min”, as further discussed in the “Proposed Conditions” portion of this study.

EXISTING CONDITIONS & PROPOSED CONDITIONS

For discussion purposes, the recommended route is here broken into three segments or “reaches” and three “crossings” as designated in Figure 1. Existing and proposed conditions at each will be discussed.

REACH 1: RIDGELINE HIGH SCHOOL TO SR-165 BRIDGE

The project begins at the end of a short 900-ft trail that runs along the east bank of the BSF River just west of 300 West and which terminates at the 200 North roundabout. The river corridor between 2600 South and SR-165 is undeveloped. The National Wetlands Inventory does indicate the potential for jurisdictional wetlands to exist adjacent to this 300' of river frontage. Further analysis may be needed here by a wetland consultant to ascertain the extent of potential impacts and the proper permitting requirements with the US Army Corps of Engineers (USACE). A photo log of the corridor extending from "Reach 1" to "Crossing 2" is provided in Appendix B.

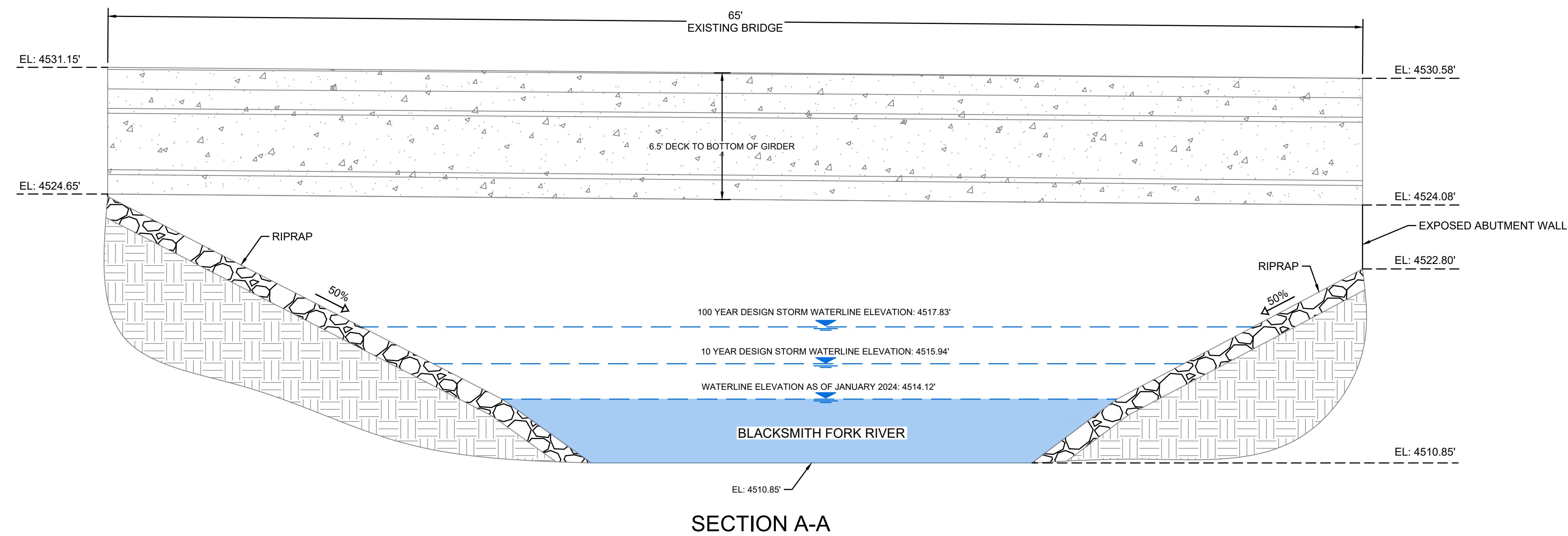
CROSSING 1: SR-165 BRIDGE OVER BSF RIVER

The SR-165 Bridge (UDOT Structure #F-568) over the BSF River was constructed in the early 1990's with structural details for the structure stamped in July 1990. The river crosses at a 30°-degree skew relative to the highway. The bridge was built on 4' abutment walls that sit atop buried piles. Riprap slopes descend at a grade of 2:1 to the river channel. The original drawings for the bridge are contained in Appendix C. The as-surveyed cross-section of the bridge, based on a ground survey by the CSG Land Survey Team in winter of 2024 using a robotic total station, is shown in Figure 2. There is roughly 13.2' from the bottom of the bridge girders to the flowline of the open river channel below.

Based on 1990 drawings of the existing SR-165 bridge over the BSF River (see Appendix C) and the 2024 ground survey of the existing structure, threading the trail under the existing SR-165 bridge will require (1) the addition of a 4' retaining wall adjacent the existing exposed abutment, (2) the shifting of the existing channel approximately 2' to the south, and (3) installation of a jersey barrier between the trail and the river itself. The 12' trail will provide 2' of shy on either side, and an 8' travel-way down the middle.

Preliminary hydraulic analyses were performed for both this bridge and the bridge at 1700 South as discussed in its subsequent section. The 10-year and 100-year flow rates from the FEMA Flood Insurance Rate Study were used. Autodesk Hydraflow software was used to evaluate the 10-year and 100-year storm event river flowrate values using the as-surveyed channel cross-section and longitudinal slope. The Flood Insurance Rate Study and the hydraulic calculations can be found in Appendix D. The proposed design, shown in Figure 2, will be able to accommodate 8' vertical clearance, while still keeping the trail roughly at the level of the 10-year design storm.

Based on survey data gathered by CSG, there is sufficient space within the UDOT ROW to complete the EB to NB ascent exiting the underpass and maintain a longitudinal slope of 6%-7%. As noted in Table 1, the steeper slope could be mitigated by widening the trail by another 4'-6' to allow slower users to pull to the side.

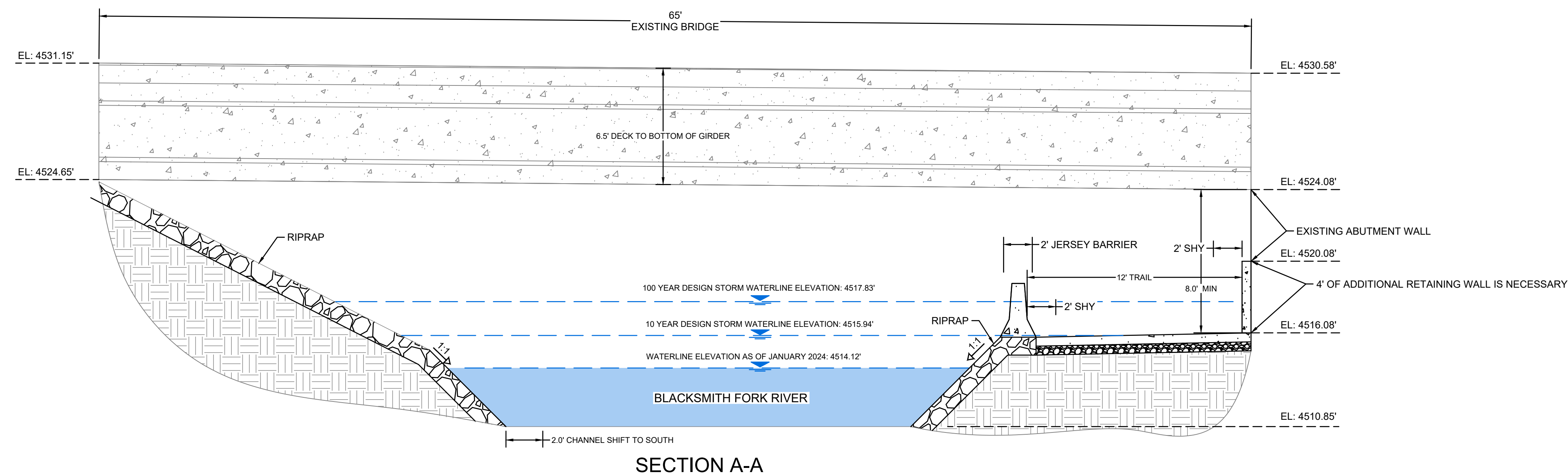


SR-165 BRIDGE

EXISTING CONDITIONS

SCALE: 1" = 4'
NO VERTICAL EXAGGERATION

NO VERTICAL EXAGGERATION



SR-165 BRIDGE PROPOSED IMPROVEMENTS

SCALE: 1" = 4'

NO VERTICAL EXAGGERATION

NO VERTICAL EXAGGERATION

[illegible]

PROJECT #: 23-369
DRAWN BY: L. WESTON
PROJECT MANAGER: M. TAYLOR
ISSUED: 4/25/2024

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EXHIBIT

CACHE COUNTY, UT

SR-165
BRIDGE

FIGURE 2



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REACH 2: SR-165 BRIDGE TO MILLVILLE BSF RIVER CROSSING

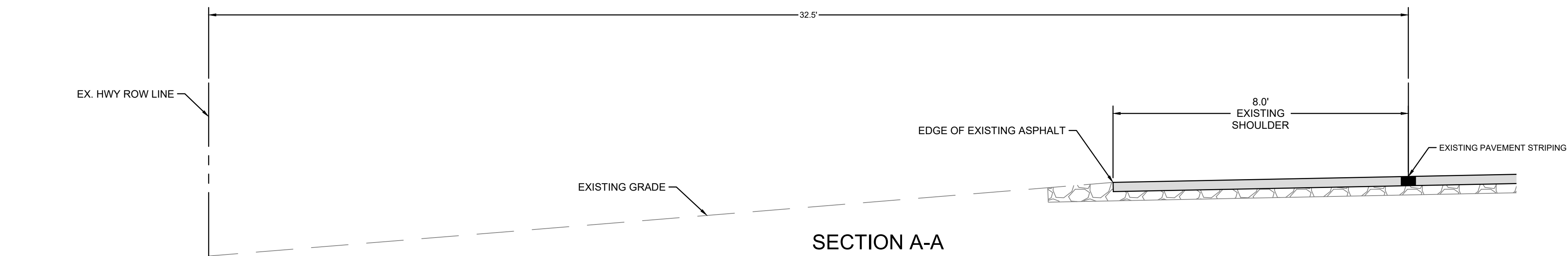
The distance between the existing UDOT ROW fence line and the existing highway shoulder stripe is approximately 50' in width for the first 200' of this reach, and thereafter is generally 32.5' in width. Existing grade slopes directly from the edge of pavement to the fence line with a vertical drop between shoulder and fence of approximately 5' on the south and decreasing to 1.5' on north. This reach of the trail corridor is generally free of obstructions with the exception of a crash cushion and jersey barrier extending to 110' just north of the bridge. Approximately 6 existing access points for residential and agricultural use exist along this stretch. An existing cross-section is documented in Figure 3.

It is proposed that the trail be installed adjacent to the existing ROW fence so as to maximize the distance between the travel way and the pedestrian trail. In order to avoid any retaining walls and the associated drop-off, the trail would be installed at fence grade. Figure 3 shows proposed SR-165 cross-sections for two scenarios, one with a turning lane on SR-165 (in the case some adjacent development warrants one in the future) and one without.

The consultant explored the idea of installing a jersey barrier between the highway and the turning lane. Per current UDOT pricing, the cost is estimated at approximately \$225 per linear foot plus crash cushions at each driveway or break in the barrier at a cost of \$15,000/each. The cost of this side treatment could approach \$750,000.

At approximately 750 North the trail would head west from the SR-165 corridor down the existing 750 North Millville ROW. CSG's Professional Land Survey team was tasked with determining the public-nature of this ROW. A memo confirming the public nature of the ROW and the associated rationale is contained in Appendix E.

P:\2023\23-369 bsf river trail\Civil\AutoCAD\Exhibit03-369 Trail X-Sections

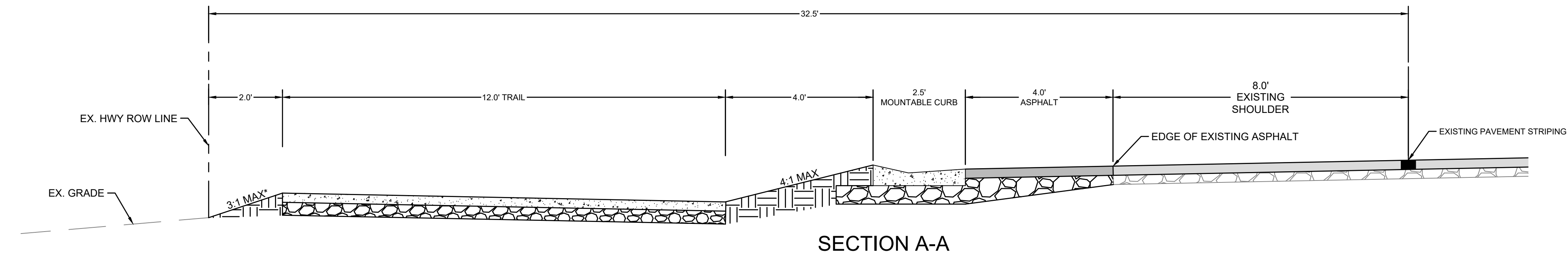


SECTION A-A

SR-165 EXISTING CONDITIONS

SCALE: 1" = 2'

NO VERTICAL EXAGGERATION



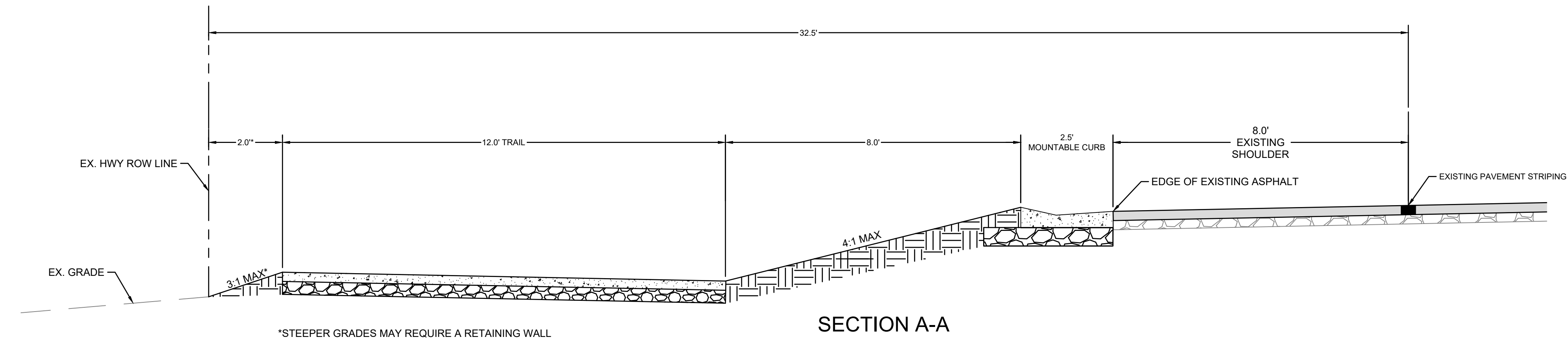
SECTION A-A

SR-165 (W/ CURB & TURN LANE)

PROPOSED IMPROVEMENTS

SCALE: 1" = 2'

NO VERTICAL EXAGGERATION



SECTION A-A

SR-165 (W/ CURB)

PROPOSED IMPROVEMENTS

SCALE: 1" = 2'

NO VERTICAL EXAGGERATION



MARK	DATE	DESCRIPTION

PROJECT #: 23-369

DRAWN BY: L. WESTON

PROJECT MANAGER: M. TAYLOR

ISSUED: 4/25/2024

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SR-165

FIGURE 3

CROSSING 2: MILLVILLE BSF CROSSING

Exiting the 750 North Millville ROW and entering the Seth Alder Farm, LLC, the trail would have to cross the Blacksmith Fork River either at a river bend on the east or on a straighter section to the west. The east crossing would likely be shorter with a span of approximately 70-ft, while the west crossing would be closer to 100-ft. Figure 4 highlights the two possible crossing locations.



Figure 4 - Potential Crossing Locations

A premanufactured steel pedestrian bridge with custom-formed concrete abutments, would be the most economical fit for this scenario. Alternatively, if the Alder family succeeds in constructing a public roadway through the Millville 750 North ROW as part of their development prior to the trail construction, the trail could be incorporated into the roadway bridge and parallel or partially parallel the roadway.

REACH 3: MILLVILLE BSF RIVER CROSSING TO LOGAN 1700 SOUTH BRIDGE

This portion running through the Seth Alder Farm, LLC is relatively flat with trees lining the west bank of the BSF river. A wetland delineation has been performed previously by CSG for

the Alder family (see Appendix F). No wetlands were mapped adjacent the west side of the BSF within Reach 3.

It is possible that portions of this trail would sit within the 100-year floodplain. This study assumes that the trail will follow native grade; however, it could be built on a raised embankment to avoid the potential for occasional flooding.

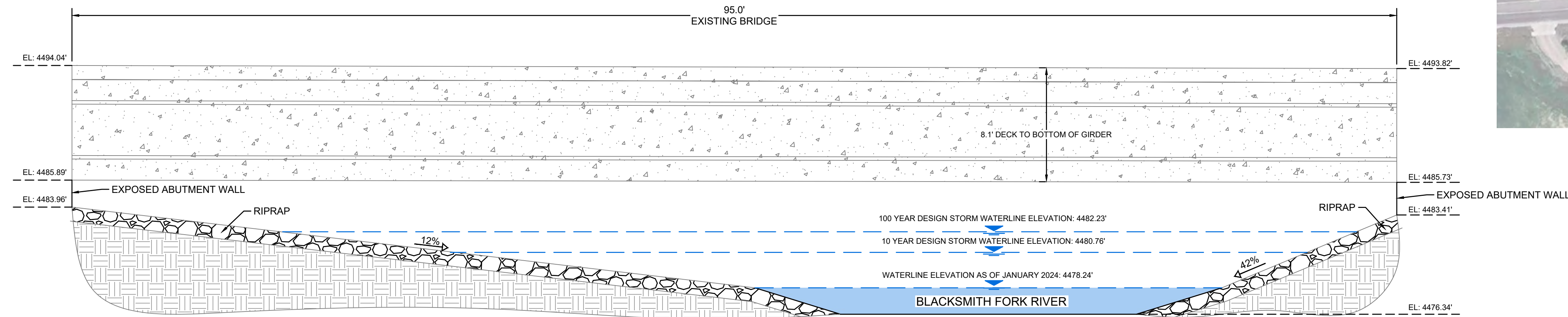
CROSSING 3: LOGAN 1700 SOUTH BRIDGE

The bridge at 1700 South crosses over the BSF River at a 30° skew. The river channel is not centered within the crossing but shifted to the east leaving a flatter 8:1 riprap armoring slope on the west and a steeper 2:1 slope on the east. The as-surveyed cross-section of the bridge based on a ground survey by CSG in the winter of 2024 using a robotic total station is shown in Figure 5. There is roughly 9.4' from the bottom of the girders to the flowline of the channel below.

The 1700 South bridge will not require any retaining walls or shifting of the existing channel, but would still require a jersey barrier separating the trail from the river proper. However, as shown in Figure 5, even at a reduced vertical clearance of 6.5', the trail would be flooded, with a depth of approximately 1.5', based on the calculated flow rates from the 10-year storm event. Additionally, the trail would be 1-ft above the water level as-surveyed in January of 2024, with winter conditions typically representing the lowest flow conditions. CSG estimates that the trail would likely be flooded on an annual basis, reducing the window of usability and creating ongoing maintenance concerns.

There are examples in Cache County where these conditions (reduced vertical clearance and trail flooding) have been deemed acceptable trade-offs for the grade-separated crossing. Both the existing bridges at the Logan River Trail near Stokes Nature Center in Logan Canyon and the Logan River Trail at 1000 West Street were surveyed by the CSG Team. Reference photos of the same can be found in Appendix G, with the proposed underpass design shown in Figure 5 being similar to the existing conditions at 1000 West. Should the underpass approach be pursued, those maintaining the trail will have to be willing to accept these conditions.

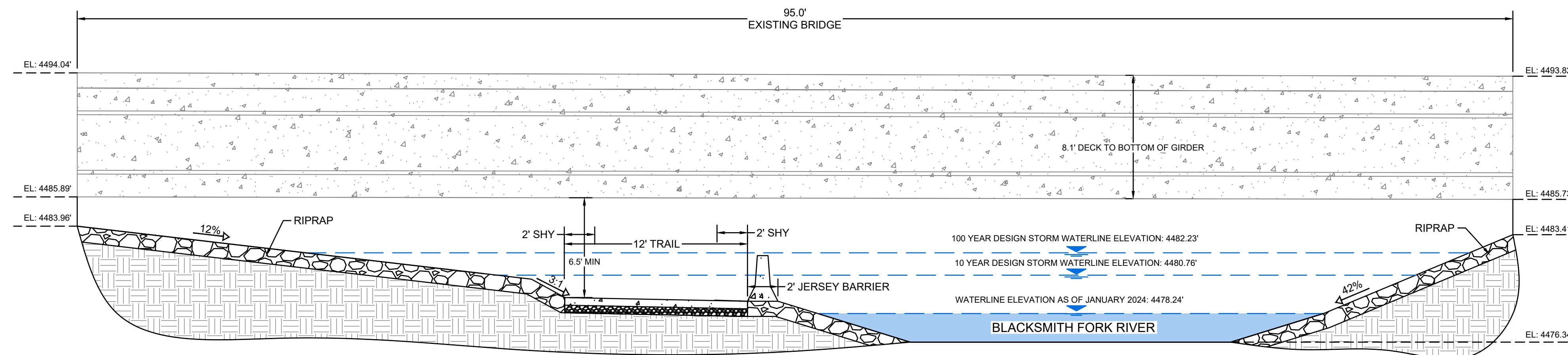
Alternatively, to an underpass crossing an at-grade crossing could be considered with various options ranging from a simpler Rectangular Rapid Flashing Beacon System (RRFB) to a more sophisticated High-intensity Activated Crosswalk Beacon (HAWK). Both options are included in the cost estimate.



1700 SOUTH BRIDGE EXISTING CONDITIONS

SCALE: 1" = 5'

NO VERTICAL EXAGGERATION



1700 SOUTH BRIDGE PROPOSED IMPROVEMENTS

SCALE: 1" = 5'

NO VERTICAL EXAGGERATION

[illegible]

PROJECT #: 23-369
DRAWN BY: L. WESTON
PROJECT MANAGER: M. TAYLOR
ISSUED: 4/25/2024



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1700 SOUTH
BRIDGE

FIGURE 5



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PUBLIC ENTITY INVOLVEMENT

CSG met with representatives from those municipalities through which the trail would traverse, including Millville City, Providence City, and Logan City. A meeting was also held with the UDOT Region 1 Permits Office. Objectives for the meetings included:

1. Inform the municipal representatives of the trail feasibility study including its objectives and current findings.
2. Understand how the trail project would integrate with the municipalities trail master plans.
3. Inquire into the municipalities' respective willingness to participate in trail maintenance.

While more detailed notes from these meetings can be found in Appendix H, key points are summarized as follows:

1. MILLVILLE CITY

- a. While staff was generally supportive of the trail alignment, the City does not have any Trail Master Plan in place to which this trail would connect.
- b. According to Staff, the City does not currently own any equipment capable of plowing trails and their budget would not currently allow for participation in trail maintenance.

2. PROVIDENCE CITY

- a. Staff was supportive of the project and pointed out that the trail would integrate well with other master planned trails and bicycle facilities that will connect from the BSF river to the Bonneville Shoreline Trail along 1700 South / 300 South and 550 North / 1000 South. In particular, a 10-ft trail will be installed along the north side of 1700 South / 300 South.
- b. Staff was concerned about entertaining sub-standard vertical clearance at the 1700 South given the safety ramifications, and about the potential for seasonal flooding of the trail where it traverses the Alder Property.
- c. Staff is open to maintaining the trail themselves. They would be interested in asking the Alder Family to dedicate a small piece of ground for a maintenance shed so the plow equipment could be permanently housed on the westside of the highway to service this trail segment.

3. LOGAN CITY

- a. Staff was supportive of the project and noted that the trail fits very well with City's master plan. Construction of this trail would likely prompt the City to prioritize the construction of a trail segment from Blackhawk Park to SR-165 to connect this trail to the 800 West trail and Logan River trail.
- b. Concerns from City Staff about running the trail along the highway. Also discussed the viability of the 1700 South bridge crossing. Staff expressed ongoing maintenance and clearance concerns. Some preference expressed for

an above-grade crossing given these deficiencies. Above-grade crossing would have to address visibility concerns.

4. UDOT

- a. David Alger, UDOT Region 1 Permits Engineer, was not opposed to running the trail in the ROW, nor to utilizing the existing structure as an underpass at SR-165.
- b. David Alger suggested running the trail along the eastside of the highway from the SR-165 bridge over the BSF River to 1700 South and then west to Blackhawk Park as a way to save money.
- c. Additional feedback on drainage and cross-sectional elements can be found in Appendix H.

COST ESTIMATING

This section addresses estimates for both construction and ongoing routine maintenance. A preliminary construction cost estimate was prepared for the project's preferred alignment running from the roundabout at RHS in Millville to Blackhawk Park in Logan. Pay item pricing was garnered from publicly available Bid Tabulation Reports available on UDOT's website, in particular from three similarly-sized 2023 UDOT trail projects. The Construction Cost Estimate provided in Table 2 provides alternate pricing for the RRFB and HAWK above-grade crossing options at the 1700 South bridge.

Table 2 - Blacksmith Fork River Trail Feasibility Study
Programming Cost Estimate

Trail Construction

Pay Item	Unit Cost	Unit	Quantity	Line Total
Traffic Control	\$ 30,000.00	lump sum	1	\$ 30,000
Silt Fence	\$ 4.50	ln ft	8,620	\$ 38,790
Clear and Grub	\$ 19,000.00	acre	3.6	\$ 67,678
Broadcast Seed	\$ 67.00	1,000 sq ft	69	\$ 4,620
Untreated Base Course (8" Thick)	\$ 105.00	cu yd	3,422	\$ 359,358
HMA 1/2-inch (4" thick)	\$ 230.00	ton	2,529	\$ 581,563
MSE Retaining Wall (200' x Average Height of 4')	\$ 120.00	sq ft	800	\$ 96,000
Survey & Civil Design (7%)				\$ 82,461
Mobilization (10%)				\$ 117,801
Subtotal:				\$ 1,378,270

Pedestrian Bridge Over Blacksmith Fork River

Pay Item	Unit Cost	Unit	Quantity	Line Total
Ped Bridge Abutments	\$ 25,000.00	lump sum	1	\$ 25,000
Ped Bridge (16'x50')	\$ 125.00	sq ft	800	\$ 100,000
Riprap (6'x16'x2' each side)	\$ 275.00	cy	14	\$ 3,911
Structural Design (5%)				\$ 10,313
Mobilization (10%)				\$ 12,891
Subtotal:				\$ 152,115

SR-165 Underpass

Pay Item	Unit Cost	Unit	Quantity	Line Total
Untreated Base Course (8" Thick, 16' wide)	\$ 105.00	cu yd	48	\$ 5,003
Concrete Flatwork (4" Thick, 12' wide)	\$ 9.00	sq ft	1,440	\$ 12,960
Median Barrier	\$ 200.00	ln ft	120	\$ 24,000
Retaining Wall	\$ 300.00	ln ft	120	\$ 36,000
Embankment & Channel Re-grading	\$ 40,000.00	lump	1	\$ 40,000
Riprap Stabilization	\$ 275.00	cy	75	\$ 20,625
Geotechnical, Civil & Hydraulic Design (20%)				\$ 27,718
Mobilization (10%)				\$ 13,859
Subtotal:				\$ 180,164

1700 South Underpass

Pay Item	Unit Cost	Unit	Quantity	Line Total
Untreated Base Course (8" Thick, 16' wide)	\$ 105.00	cu yd	32	\$ 3,335
Concrete Flatwork (4" Thick, 12' wide)	\$ 9.00	sq ft	960	\$ 8,640
Median Barrier	\$ 200.00	ln ft	80	\$ 16,000
Earth Moving	\$ 30,000.00	lump	1	\$ 30,000
Riprap Stabilization	\$ 275.00	cy	67	\$ 18,425
Geotechnical, Civil & Hydraulic Design (20%)				\$ 15,280
Mobilization (10%)				\$ 7,640
Subtotal:				\$ 99,320

1700 South Above-Grade Crossing (HAWK)

Pay Item	Unit Cost	Unit	Quantity	Line Total
HAWK (mast arms, hardware, wiring, trenching, junction boxes, boring, advance warning signs, crosswalk striping, etc.)	\$ 125,000.00	lump sum	1	\$ 125,000
ADA Ramp	\$ 3,000.00	ea	2	\$ 6,000
Signal Design (5%)				\$ 6,550
Mobilization (10%)				\$ 13,100
Subtotal:				\$ 150,650

1700 South Above-Grade Crossing (RRFB)

Pay Item	Unit Cost	Unit	Quantity	Line Total
Rectangular Rapid Flashing Beacon Solar Assembly (wiring, trenching, boring, advance warning signs, crosswalk striping, etc.)	\$ 30,000.00	lump sum	1	\$ 30,000
ADA Ramp	\$ 3,000.00	ea	2	\$ 6,000
Signal Design (5%)				\$ 1,800
Mobilization (10%)				\$ 3,600
Subtotal:				\$ 41,400

Scenario #1 (1700 South Underpass) GRAND TOTAL + 20% Feasibility Level Contingency:	\$ 2,171,843.56
Scenario #2 (1700 South HAWK) GRAND TOTAL + 20% Feasibility Level Contingency:	\$ 2,233,439.38
Scenario #3 (1700 South RRFB) GRAND TOTAL + 20% Feasibility Level Contingency:	\$ 2,102,339.38

The cost of ongoing routine maintenance after construction is subject to several variables including trail surfacing material, adjacent landscaping, snowfall frequency, flooding frequency and cleanliness standards. Drawing from data compiled by the “Rails to Trails” Conservancy in 2022, routine annual maintenance for a paved trail such as the one proposed in this study lacking amenities, trailheads, and associated landscaping, could cost approximately \$2,400/mile. This excludes the cost of periodic maintenance for items such as cutting tree roots, bridge inspection, asphalt sealing and so on.

CONCLUSION

This feasibility study conducted by CSG in collaboration with Cache County Corporation has provided valuable insights into the viability of constructing a shared-use trail along the Blacksmith Fork River corridor from Ridgeline High School to Blackhawk Park. The willingness of private property owner participation was assessed, which led to the development of a preferred trail alignment, associated design standards, and proposed solutions for the three major trail crossings and the SR-165 cross-section. A construction estimate was developed which included bid alternates for different crossing types at 1700 South.

Engagement with public entities such as Millville City, Providence City, Logan City, and UDOT has revealed general support for the project, but varying degrees of willingness to participate in trail maintenance. Ongoing dialogue and collaboration with these entities will be critical for the successful implementation and maintenance of this proposed trail.

The next steps for this project include:

- Further coordination with UDOT to secure funding for the project as part of the new “Utah Trail Network”
- Environmental analysis to determine wetland impacts across “Reach 1” of the project
- Real estate negotiations with the Alder Family to secure the needed trail easement or right-of-way
- Securing interlocal agreements to ensure maintenance of the new facility
- Flood modeling through the Alder property to determine the recurrence period of potential inundation

APPENDICES

APPENDIX A - ALDER FAMILY MEMORANDUM OF UNDERSTANDING



Memorandum of Understanding

Cache County Corporation

(Partner)

Seth Alder Farm, LLC

(Partner)

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Cache County Corporation (the County) and Seth Alder Farm, LLC (Alder Family) to construct a publicly accessible shared-use trail on the west side of the Blacksmith Fork River through the Alder Family properties from approximately 750 North in Millville to 1700 South in Logan.

Background

The County plans on procuring funding for the construction of a shared-use trail that will connect Ridgeline High School in Millville to Blackhawk Park in Logan. For the purpose of user safety and experience, the County desires to place the trail as close to the Blacksmith Fork River as possible rather than adjacent to public streets/highways.

The Alder Family desires to develop their land into a variety of mixed-use, commercial and multi-family residential projects as pictured in Attachment A. The trail would provide public pedestrian and bicycle access to their project and serve as an amenity for residents and guests.

Purpose

This MOU will establish the intent of both parties to facilitate the construction of said trail through the Seth Alder Farm, LLC properties. This common goal will be accomplished as follows:

- The County and its partnering public agencies agree to fund and construct the trail through the Alder Family properties.
- The Alder Family agrees to dedicate the trail right-of-way for public access at no cost to the County together with land sufficient for a maintenance shed to house equipment that would service the same trail.

Reporting

Agents from both parties will be responsible for evaluating the effectiveness of and adherence to this agreement. Responsive communication is expected of both parties regarding matters of affecting this agreement. Evaluation of this agreement and execution of its objectives will occur at an annual meeting of the partners.

**Funding**

This MOU is not a commitment of funds. It is expected that the trail construction will be funded by third-party public agencies.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the County and/or the Alder Family (Partners). This MOU shall become effective upon signature by the authorized officials from the partners and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Contact Information

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Landis Wenger
Regional Trail & Active Transportation Coordinator
Cache County Corporation

Date:
Alex Bearnson
Agent
Seth Alder Farms, LLC

APPENDIX B - UDOT SR165 PHOTOGRAPHIC INVENTORY















































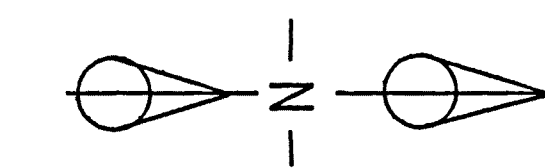




APPENDIX C - ORIGINAL DRAWINGS FOR SR-165 BRIDGE OVER BSF RIVER

NOTES:

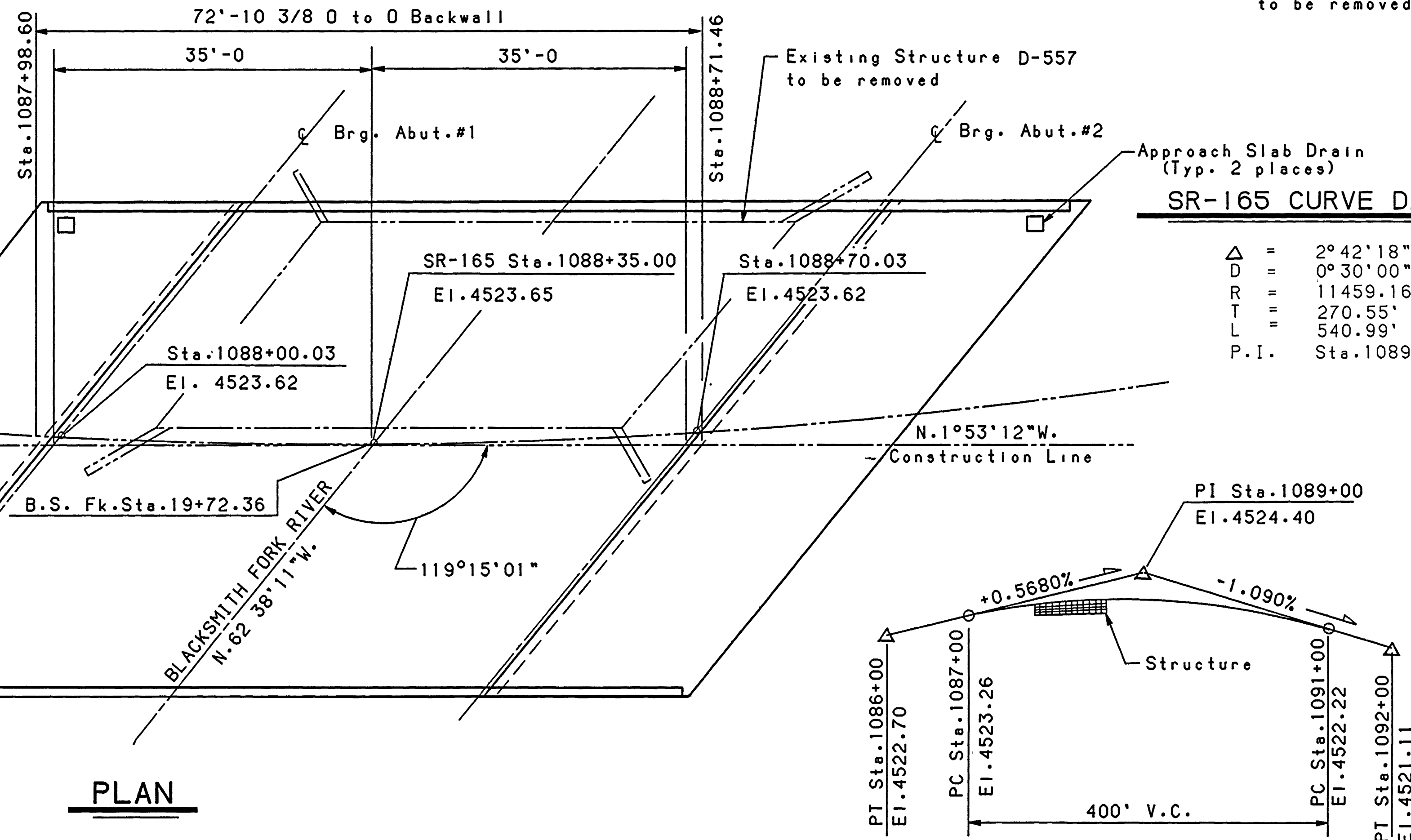
1. Dimensioning is along construction line. Stationing is along profile line.
2. All abutments are parallel to bearing N. 62°38'11"W.



SBL ←

Profile Line SR-165

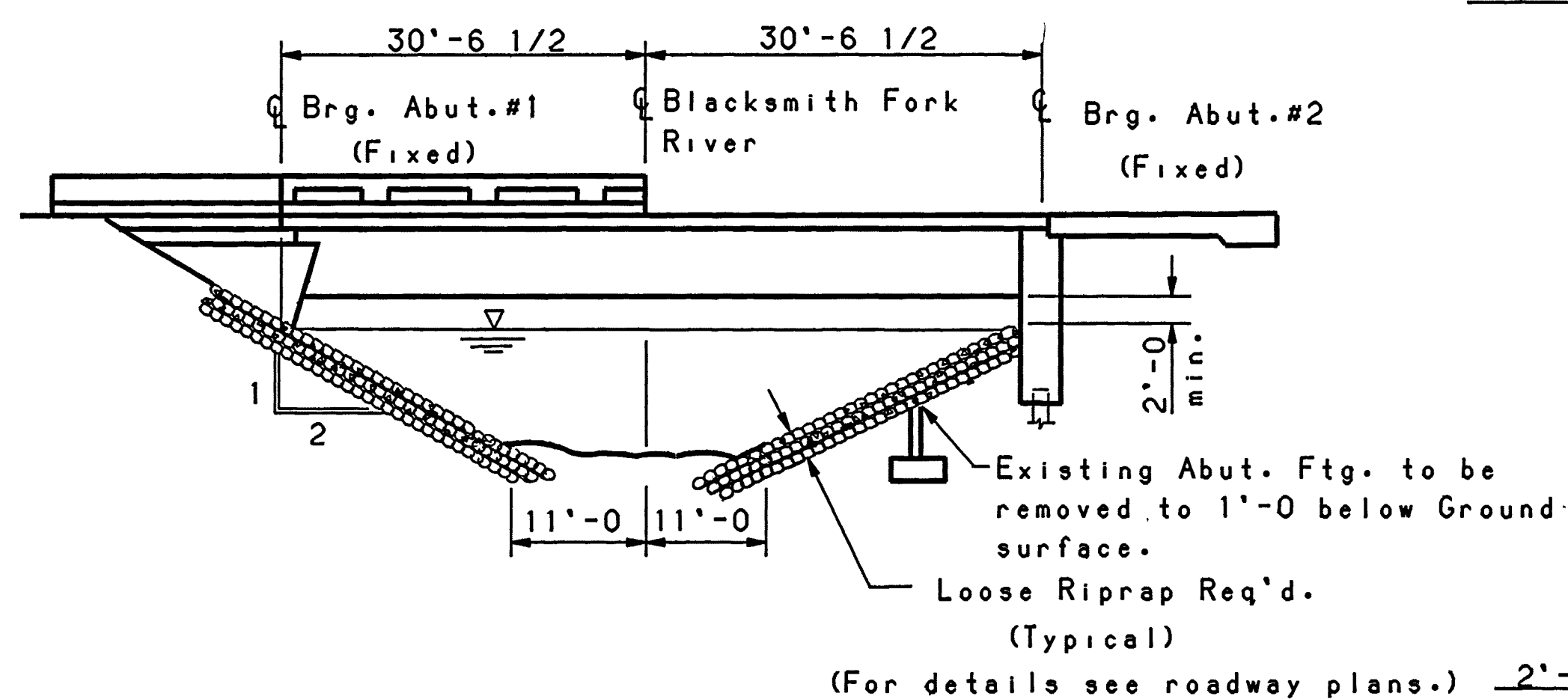
NBL →



HYDRAULIC DATA

(At Inlet End unless noted otherwise)

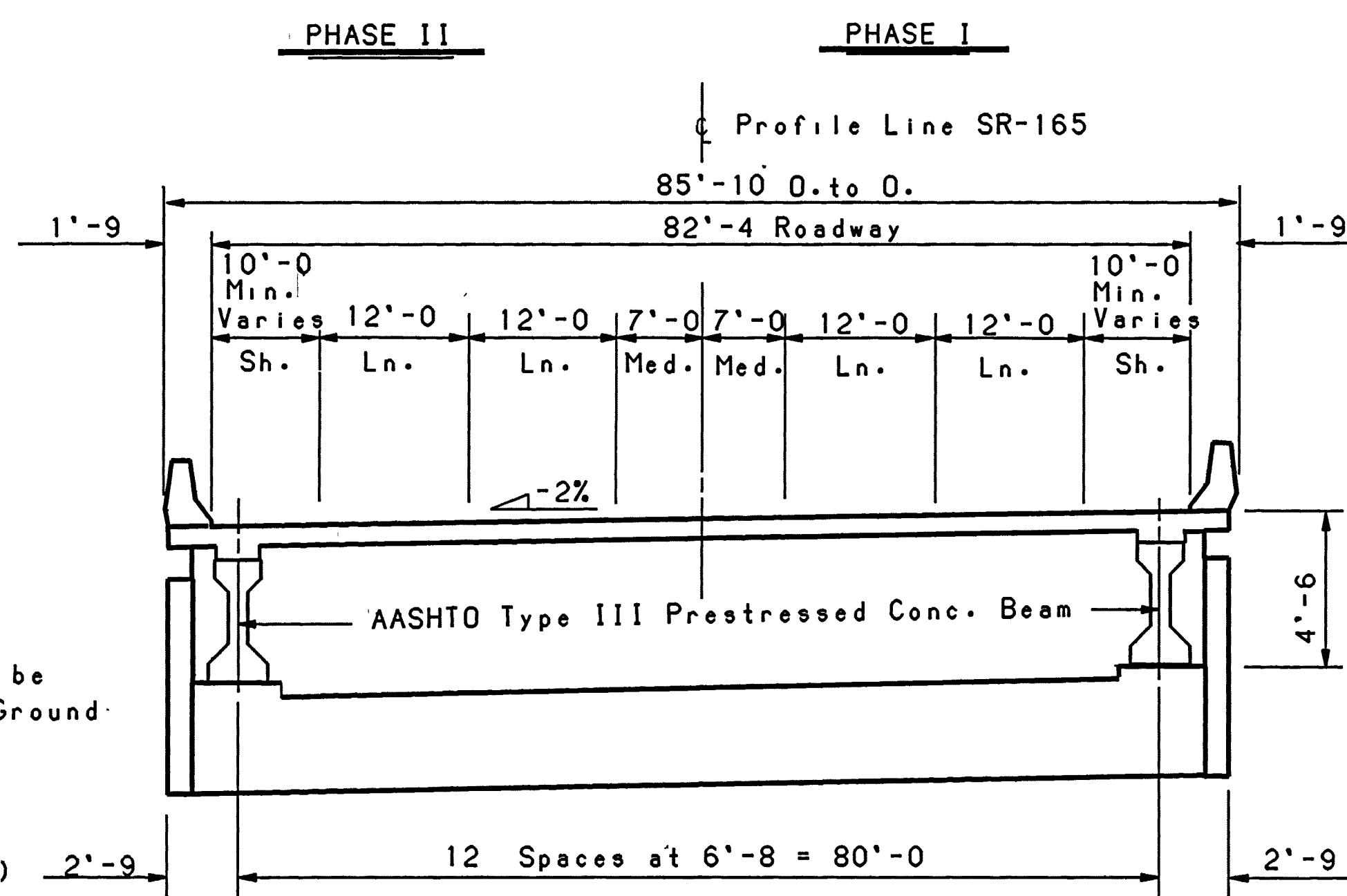
1. Drainage Area = 260 sq. mi.
2. Design Flood (Qd) = 1850 cfs.
3. 100-yr. Flood (Q100) = 1850 cfs.
4. Normal Depth (dn) for Qd = 7.89 ft.
5. Normal Stage Water Surface Elev. for Qd = 4516.89 ft.
6. Back-Water for Qd = 0.95 ft.
7. Back-Water Elev. for Qd = 4517.84 ft.
8. Back-Water Elev. for Qd (at outlet) = 4515.57 ft.
9. Velocity through Bridge opening for Qd = 9.50 ft/sec.
10. Back-water for Q100 = 0.95 ft.
11. Back-Water Elev. for Q100 = 4517.84 ft.
12. Overtopping Flood Frequency in years > 500 years
13. Magnitude of Overtopping Flood (Qovertopping) > 3000 cfs.
14. Water Surface Elev. for (Qovertopping) = 4520.2 ft.
15. Scour Depth = 7.00 ft.



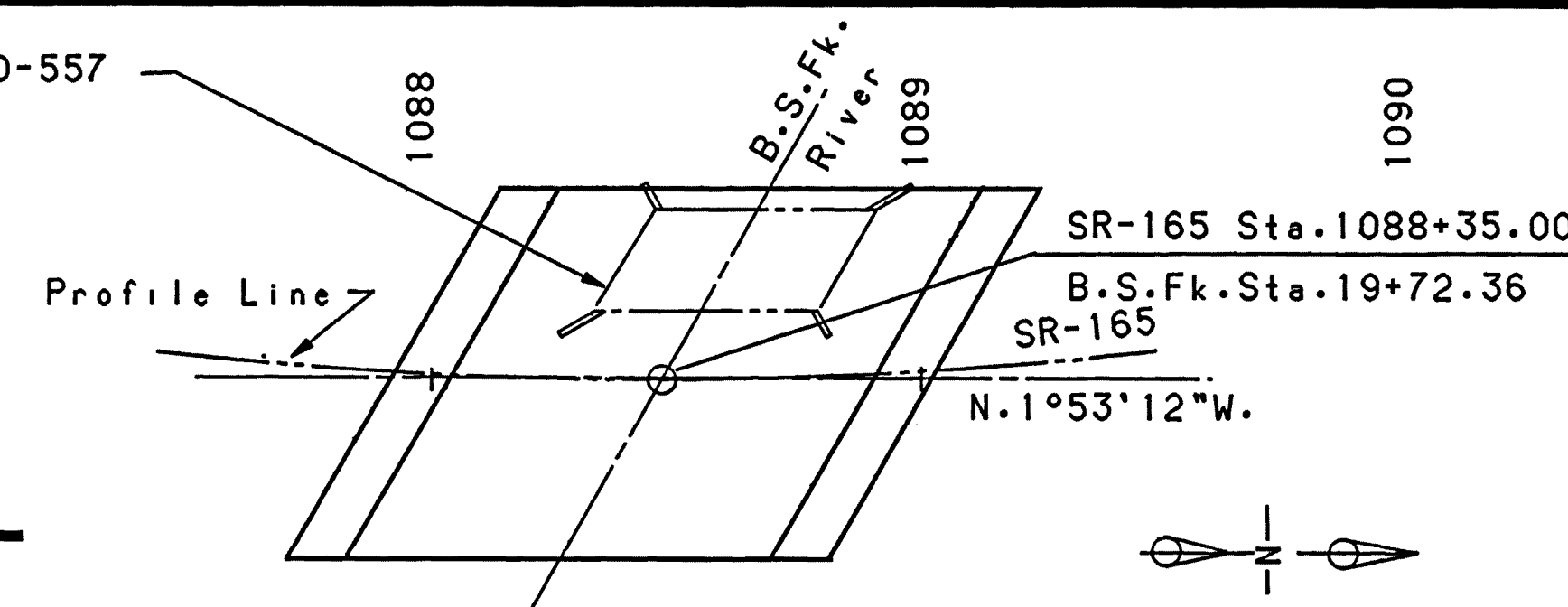
INDEX OF SHEETS

- | | |
|----------------------------------|--------------------------------------|
| 1. Situation & Layout | 8. Deck Plan & Section |
| 2. Soil Data | 9. Deck Sections |
| 3. Concrete Pile Details | 10. Framing Plan & Scream Elevations |
| 4. Foundation Plan & Pile Layout | 11. Approach Slab Drain Details |
| 5. Abutment Details | 12. Parapet Details |
| 6. Abutment Details | 13. Reinforcing Steel Schedule |
| 7. Prestressed Beam Details | |

SR-165-PROFILE



Existing Structure D-557 to be removed.



GENERAL NOTES

1. Materials, construction, and workmanship shall be in accordance with the Utah Department of Transportation Standard Specifications for Road and Bridge Construction, Edition of 1979, and Supplements thereto which are in effect at the date of request for bids.
2. All reinforcing steel shall be deformed billet steel bars conforming to AASHTO designation M 31 Grade 60 and shall be epoxy coated.
3. All structural steel shall be structural carbon steel conforming to AASHTO designation M 270 Grade 36 except where noted otherwise.
4. Exposed concrete corners shall be chamfered 3/4" except where noted otherwise.
5. Cover to reinforcing steel shall be 2" except where noted otherwise.
6. All cast-in-place concrete shall be Class AA(AE) except where specified otherwise.

DESIGN DATA

HS 20-44 or interstate Alternate Loading in accordance with AASHTO Specifications which are in effect at the date of request for bids.

Cast-in-place Concrete: f'_c = 1400 psi, f_s (Reinf.) = 24000 psi, n = 8

Prestressed Concrete: f'_c = 5000 psi, f_s (Nonprestressed) = 24000 psi, n = 6

Structural Steel: f_s = 20000 psi

Wearing Surface: 1/2" Concrete, 35 lbs./sq. ft.

Future Wearing Surface.

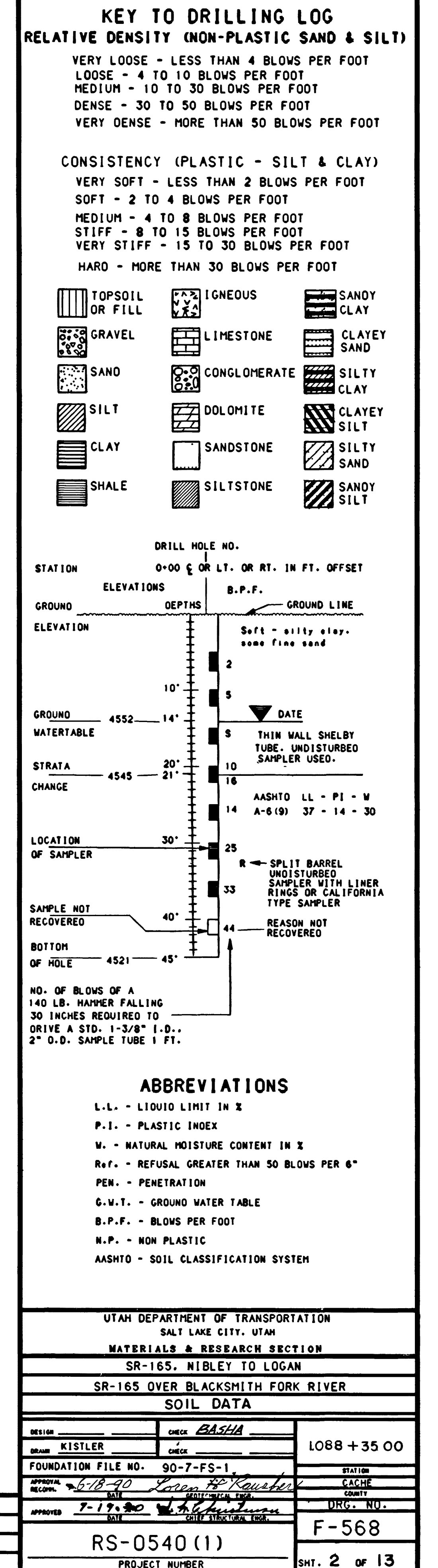
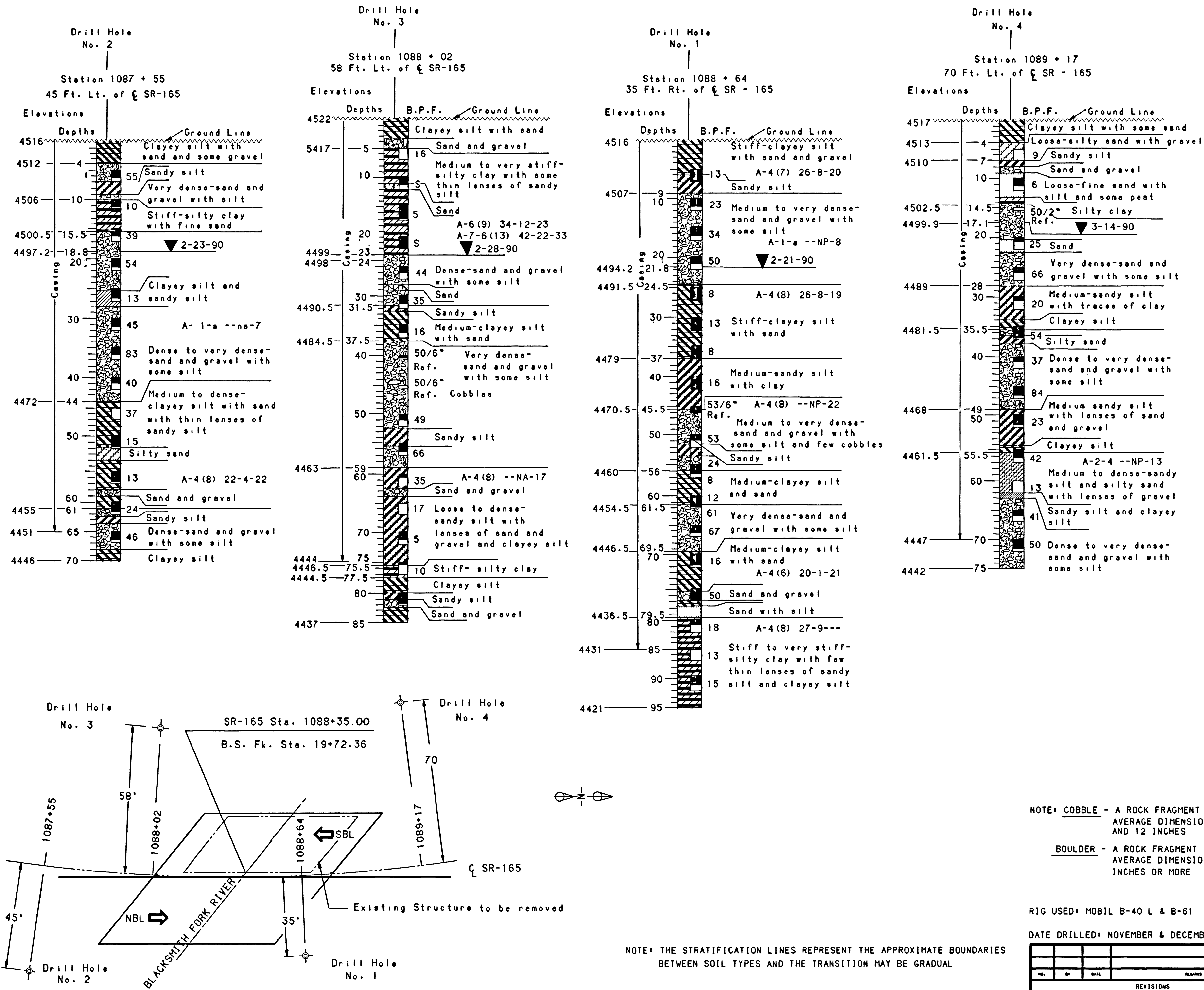
Design Speed: 50 m.p.h.

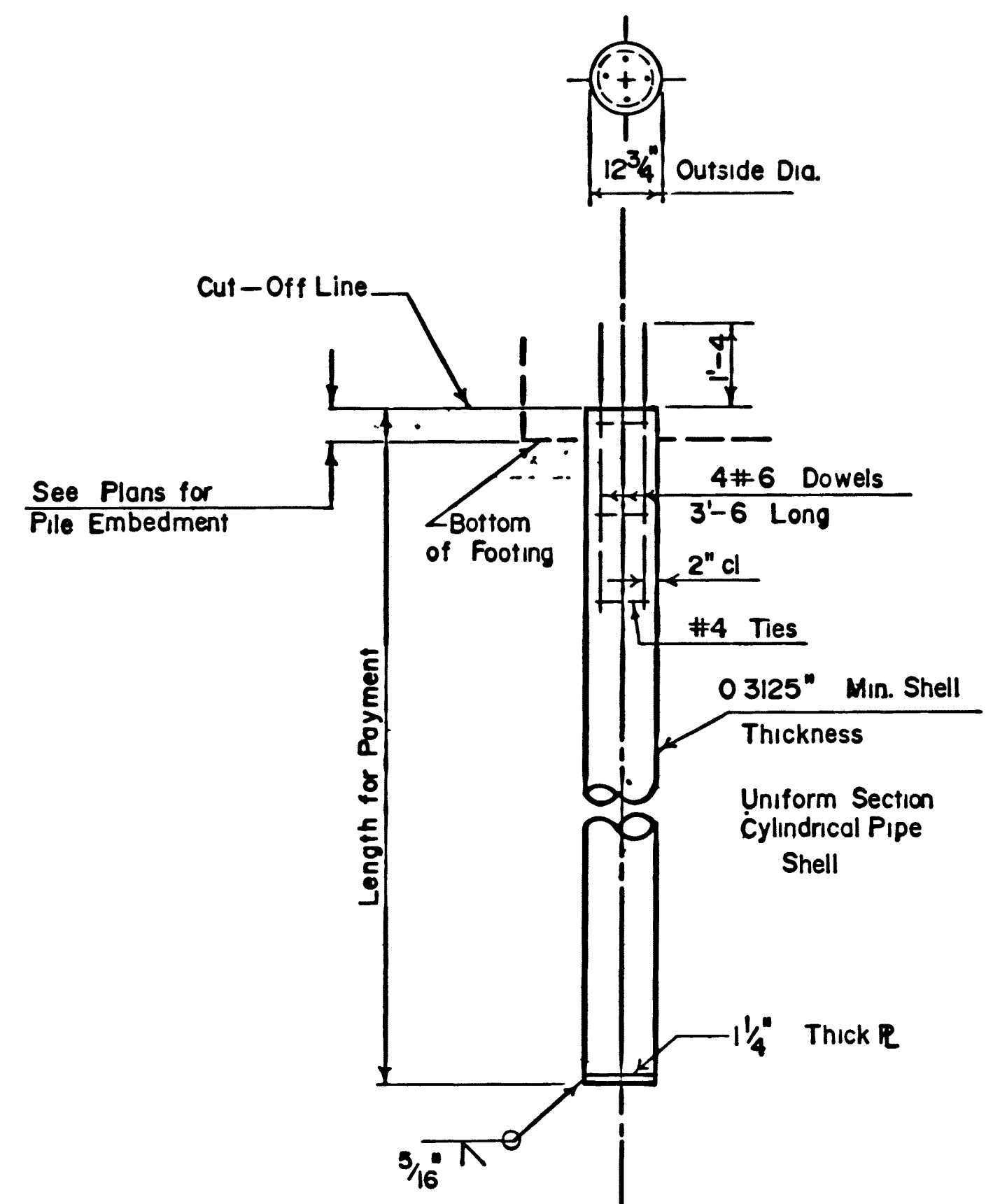
QUANTITIES

ITEM	ESTIMATED	UNIT	AS CONST.
Concrete Class AA(AE) (Est. Qty. 520 Cu. Yd.)	1	Lump	
Reinforcing Steel (Epoxy Coated)	89506	Lbs.	
Structural Steel (Est. Qty. 820 Lb.)	1	Lump	
Removal of Bridges	1	Lump	
Granular Backfill Borrow	180	Cu. Yd.	
Driven Piles	718	Lin. Ft.	
Furnishing Pile Driving Equipment	1	Lump	
Prestressed Concrete Members (Type III, 71'-4) (Specialty Item)	13	Each	

UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH STRUCTURES DIVISION			
SR-165, NIBLEY TO LOGAN BLACKSMITH FK. RIVER XING.			
SITUATION & LAYOUT			
DESIGN	J.T.W.	CHECK	C.F. 7/16/90
DRAWN	J.T.M.	CHECK	J.T.W. 6-4-90
QUANT.	J.T.M.	CHECK	J.T.W. 6-4-90
APPROVAL	7/2/90	REVISION	
RECORD	7-18-90	DATE	7-18-90
APPROVED	J.T.W.	DATE	7-18-90
RS-0540 (1)			STATION
PROJECT NUMBER			CACHE
REVISIONS			DRG. NO.
			F-568
			SHT. 1 OF 13

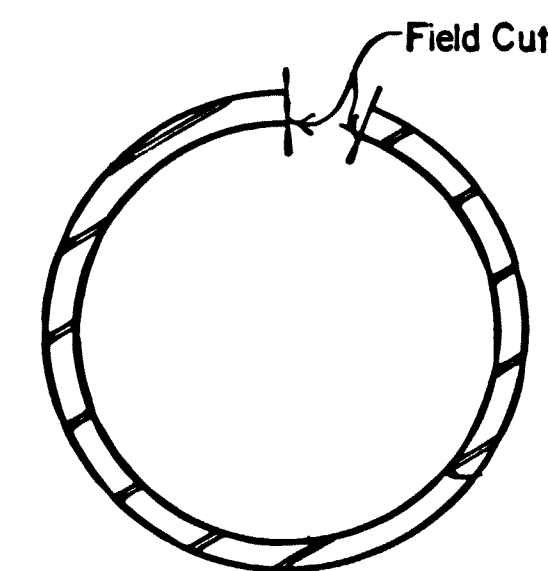
NO.	BY	DATE	REVISION





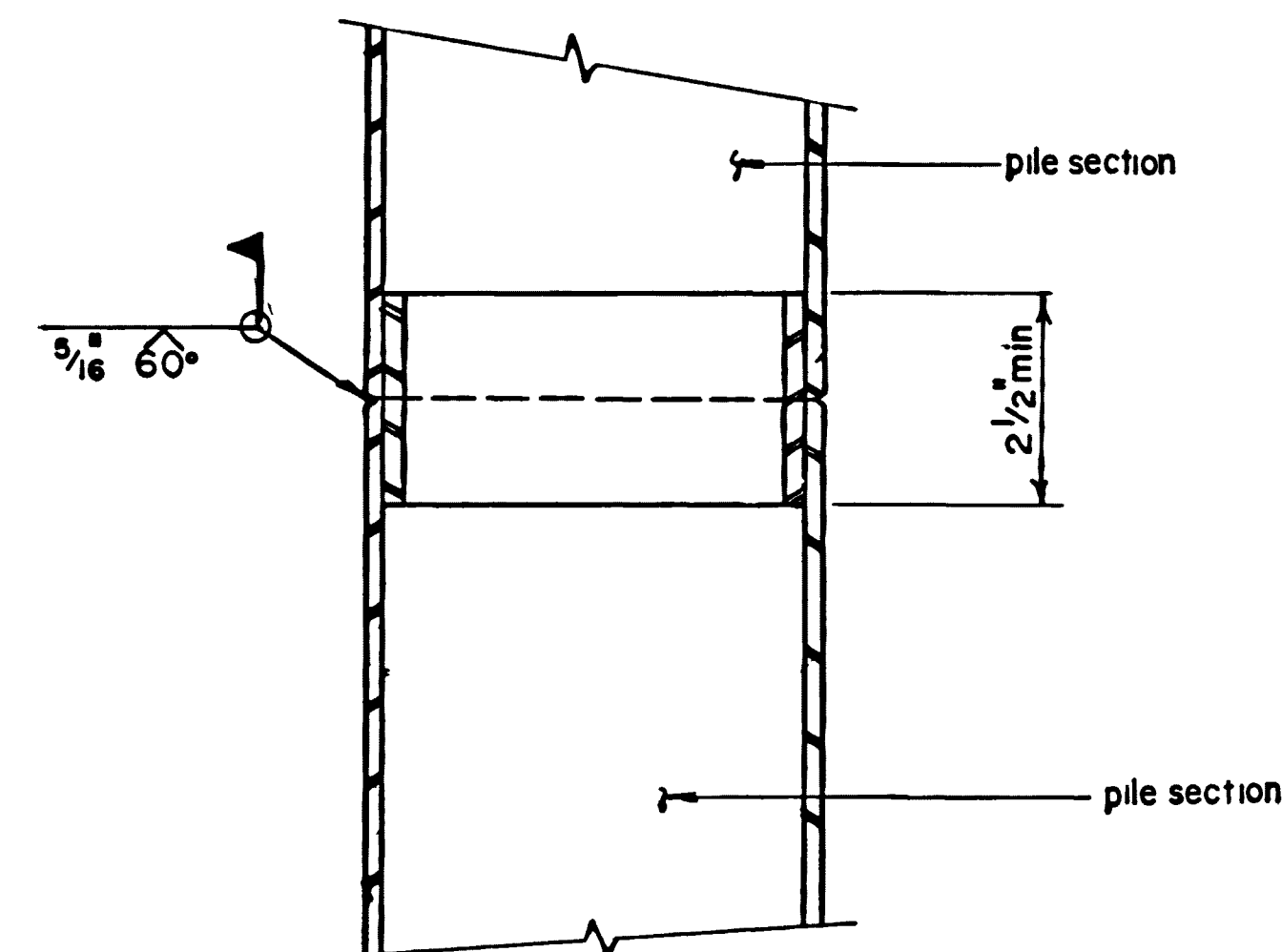
TYPE I

Splices in Type I piles shall be full strength welded splices.

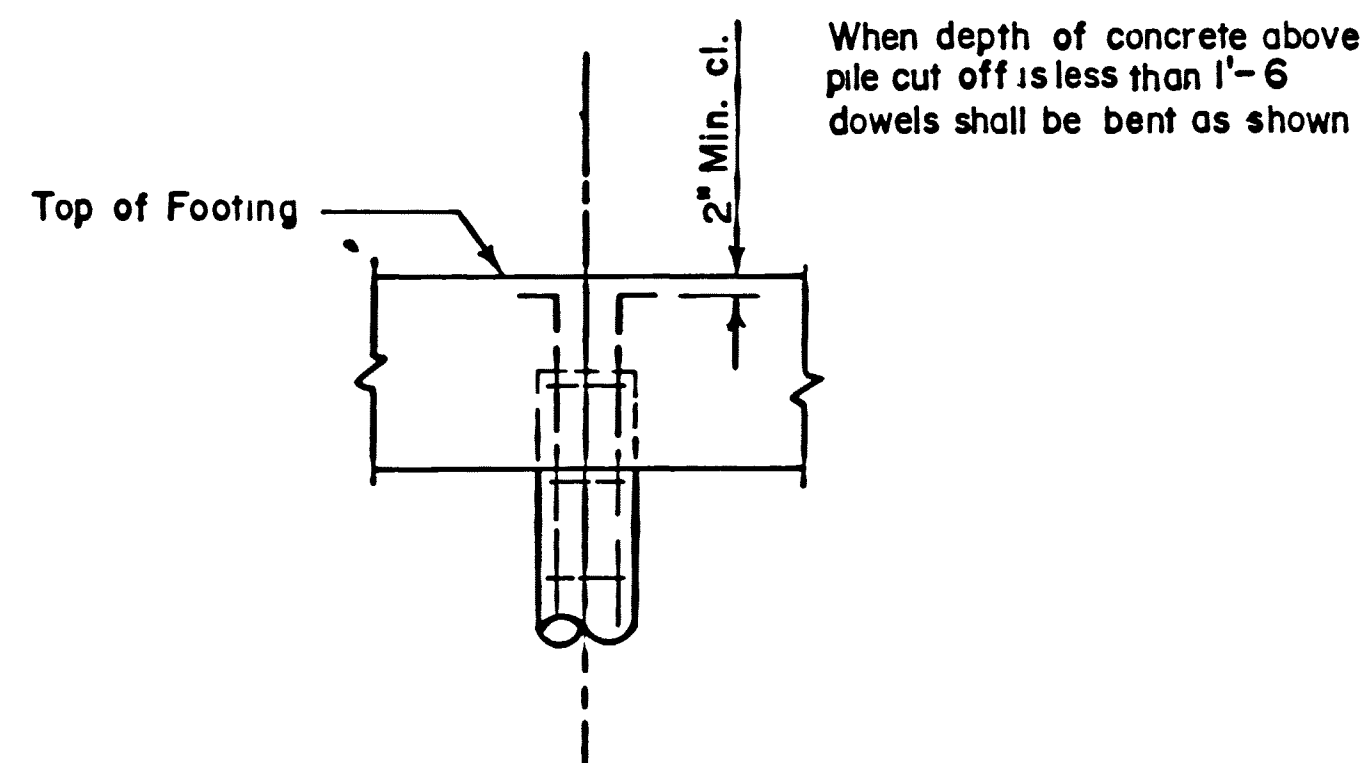


Note.

Field cut piece of pile so when compressed it will slide inside pile sections.



PILE SPLICE DETAIL



DOWEL DETAIL

TYPE I CYLINDRICAL SHELL PILES

Design shall be in accordance with the A A S H T O. Specifications for Highway Bridges, which are in effect at date of request for bids

Pile shells shall be filled with class "A" concrete.

Reinforcing steel shall be adequately held in final position during placing of concrete around bars.

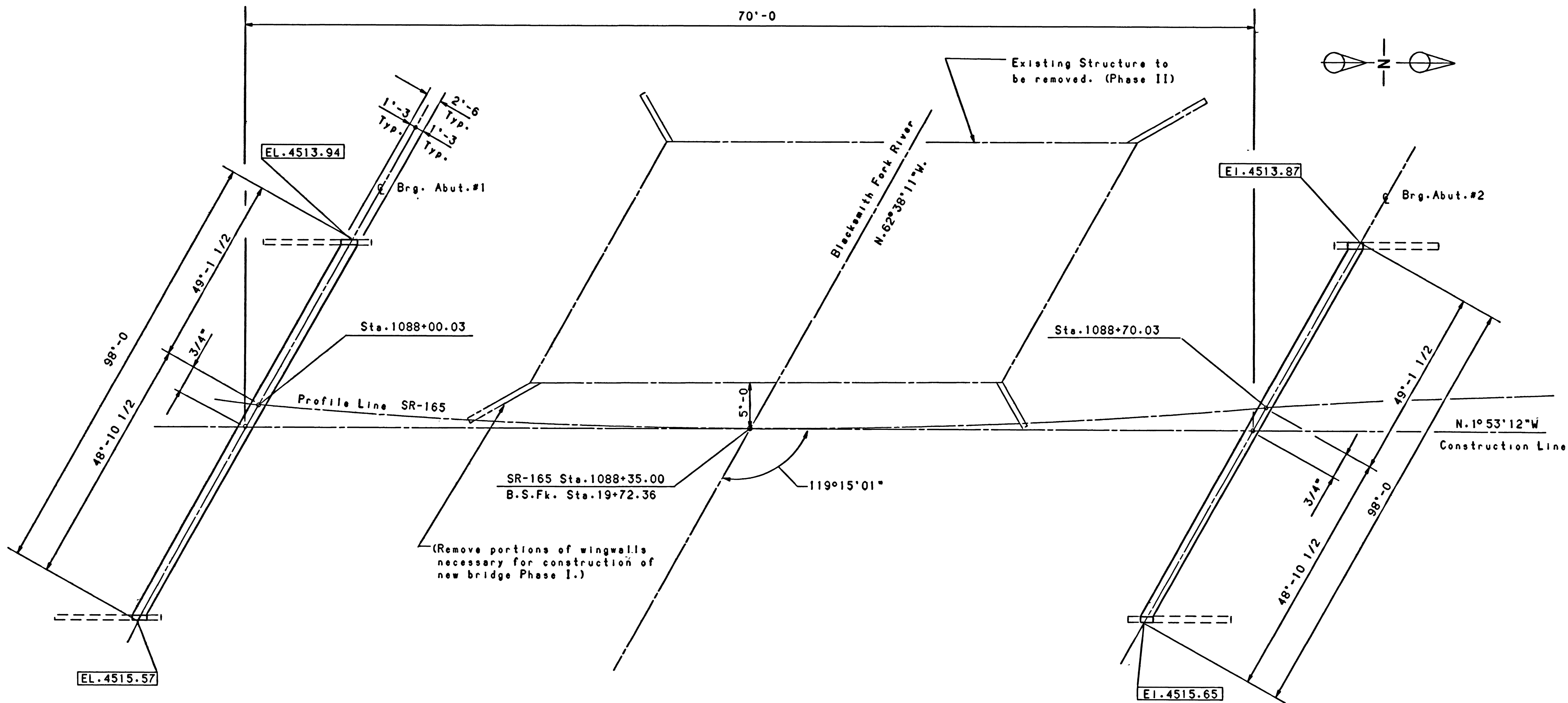
Pile hammer shall have a minimum rated energy of 45 Kip-feet.

Reinforcing steel and concrete for piles shall be included in the cost of "Driven Piles".

Reinforcing steel for Driven Piles shall not be epoxy-coated.

UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH STRUCTURES DIVISION			
CONCRETE PILE DETAILS			
DESIGN TJN 3-2-90	CHECK Cy7 7/14/90	STATION 088+35.00	
DRAWN BY 4-26-90	CHECK TJN 5-22-90	COUNTY CACHE	
QUANT BY 4-26-90	CHECK TJN 5-22-90	DRG NO F-568	
APPROVAL RECOMM 12/10	DATE 12/10	SHT 3 OF 13	
PROJECT NUMBER RS-0540(1)			

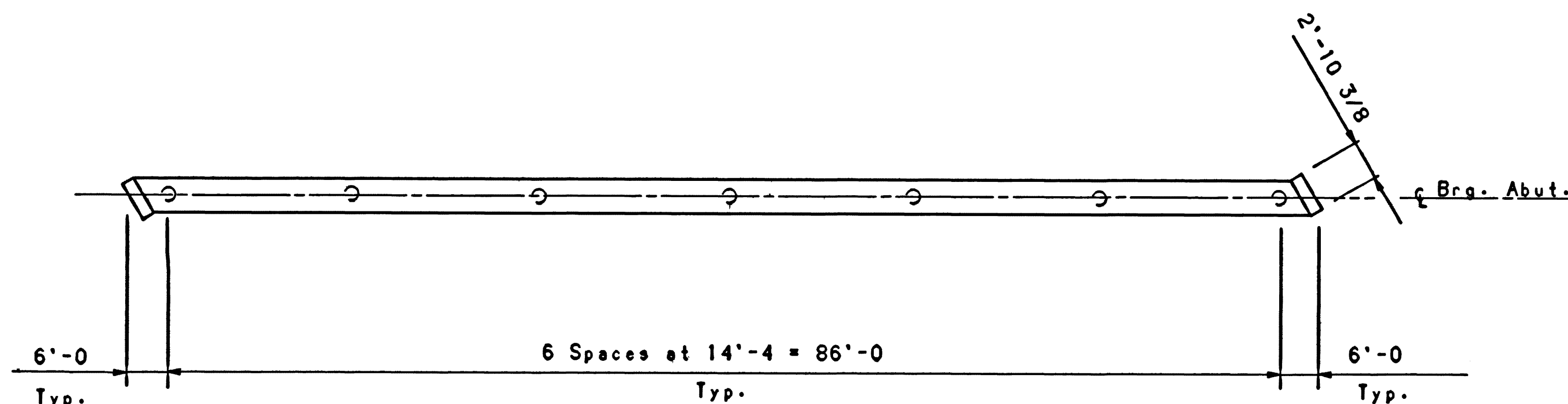
NO	BY	DATE	REMARKS



FOUNDATION PLAN

NOTES:

1. Elevations at the bottom of footing are enclosed in rectangles. e.g. [EL. 4527.98]
2. Estimated pile tip elevations shown are approximate and will be verified at the time of construction in accordance with the specifications.
3. All piles are 12 3/4"Ø.
4. All abutments are parallel to bearing N.62°38'11"W.
5. For pile details see sheet #3.

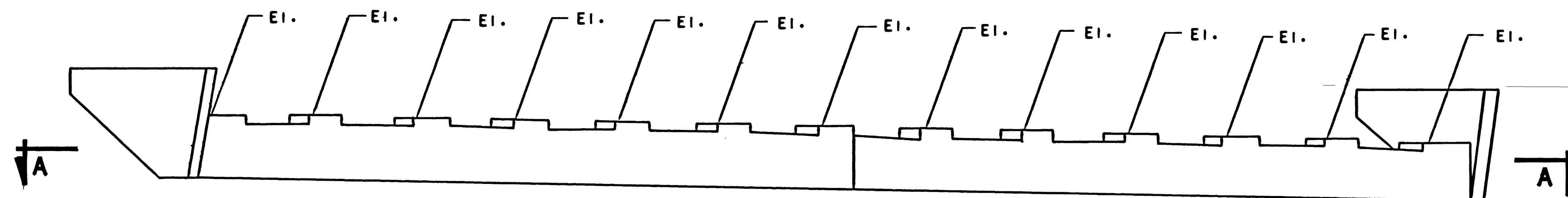
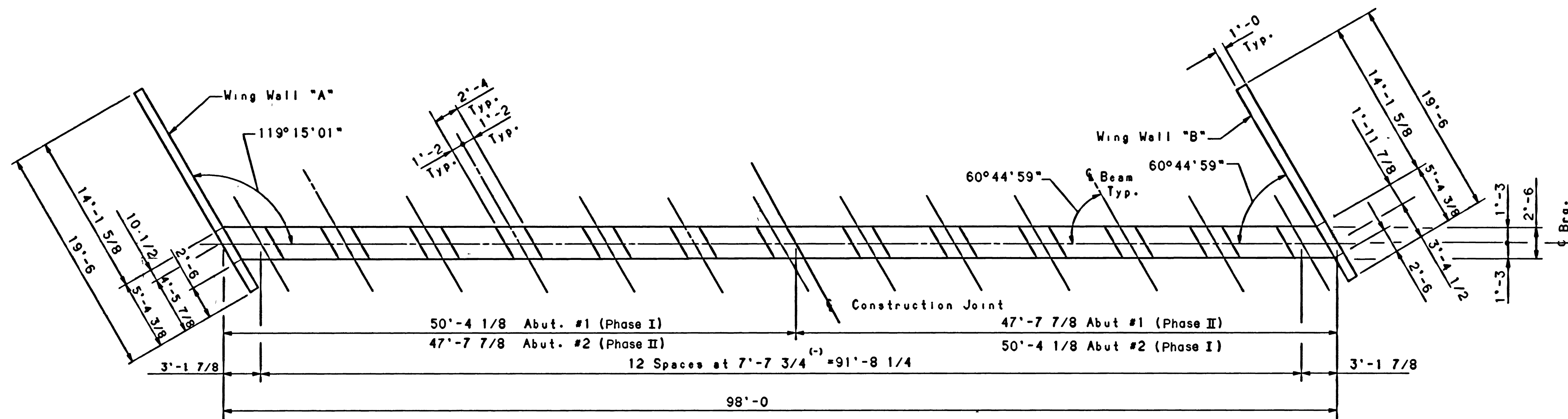


PILE LAYOUT

PILE DATA				
LOCATION	Estimated Pile Tip Elev. (Ft.)	Elev. of Min. Acceptable Pile Penetration (Ft.)	Allowable Pile Load (Kips)	Calculated Pile Load (Kips)
Abut. #1	4478	4482	270	265
Abut. #2	4451	4454	270	265

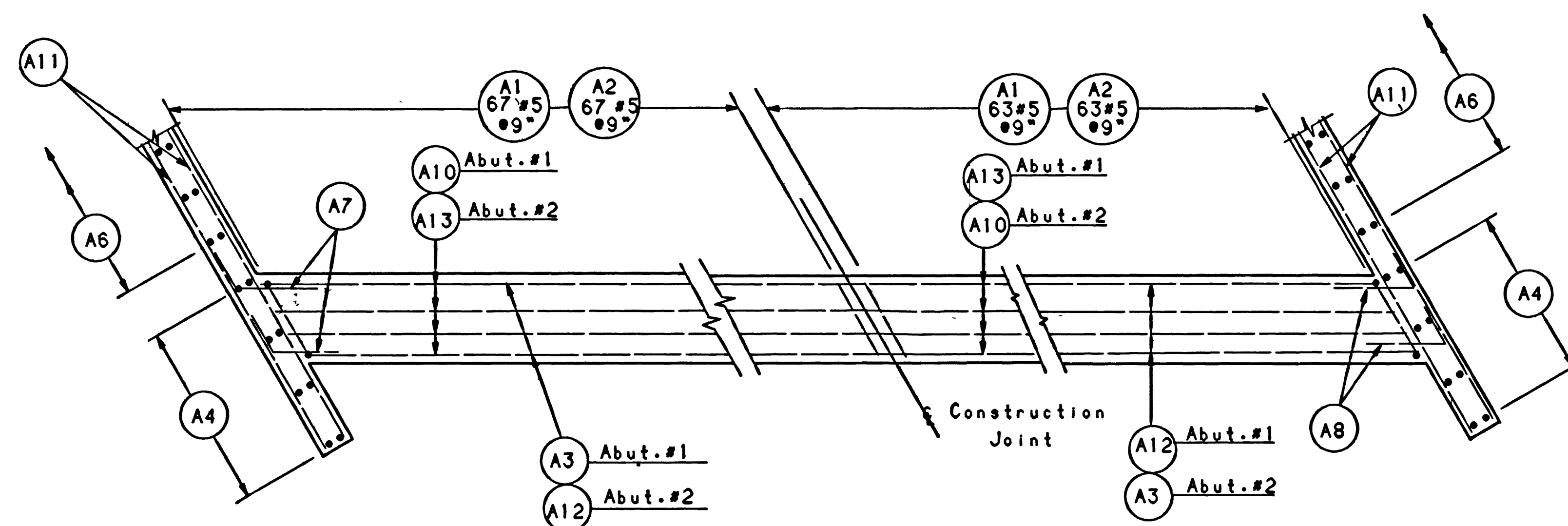
NO.	BY	DATE	REVISIONS

UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH STRUCTURES DIVISION			
FOUNDATION PLAN & PILE LAYOUT			
DESIGN TJN 3-3-90	CHECK CJT 7/16/90	STATION 1088+35.00	
DRAWN JTM 6-25-90	CHECK TJN 5-24-90	COUNTY CACHE	
QUANT JTM 6-25-90	CHECK TJN 5-24-90	COUNTY	
APPROVAL RECOMM. 7/2/90	CHECK 7/2/90	DRG. NO. F-568	
APPROVED 7-19-90	DATE 7-19-90	PROJECT NUMBER RS-0540 (1)	
SHEET 4 OF 13		SHT. 4 OF 13	



- NOTES:

1. See sheet #6 for key plan, section thru abutment and wing wall detail.
2. All wing wall bars are each face except as noted.
3. All splices shall be alternated.
4. See sheet #4 for pile layout.
5. Mechanical butt splice (see section 508.07 of specifications) required at center line construction joint for A13 bars. Extend A10 bars 12" beyond joint and splice to A13 bars.



CONCRETE QUANTITIES CLASS AA (AE)		
LOCATION	ABUT. #1	ABUT. # 2
Abutment	37.7 cu.yd.	37.7 cu.yd.
Wing Wall	7.5 cu.yd.	7.5 cu.yd.
TOTAL	45.2 cu.yd.	45.2 cu.yd.

UTAH DEPARTMENT OF TRANSPORTATION
SALT LAKE CITY, UTAH
STRUCTURES DIVISION

ABUTMENT DETAILS

DESIGN	<u>TJW</u>	3-10-90	CHECK	<u>CY 7</u>	7/16/90
DRAWN	<u>JTM</u>	4-28-90	CHECK	<u>TJW</u>	6-1-90
QUANT	<u>JTM</u>	4-28-90	CHECK	<u>TJW</u>	6-1-90
APPROVAL RECVL	<u>7/12/90</u>		<u>Raymond Cook</u>		
	DATE		SIGNATURE		
APPROVED	<u>7-19-90</u>		<u>[Signature]</u>		
	DATE		CHIEF STRUCTURAL TECH		
RS-0540 (1)					
PROJECT NUMBER					

1088+35.00

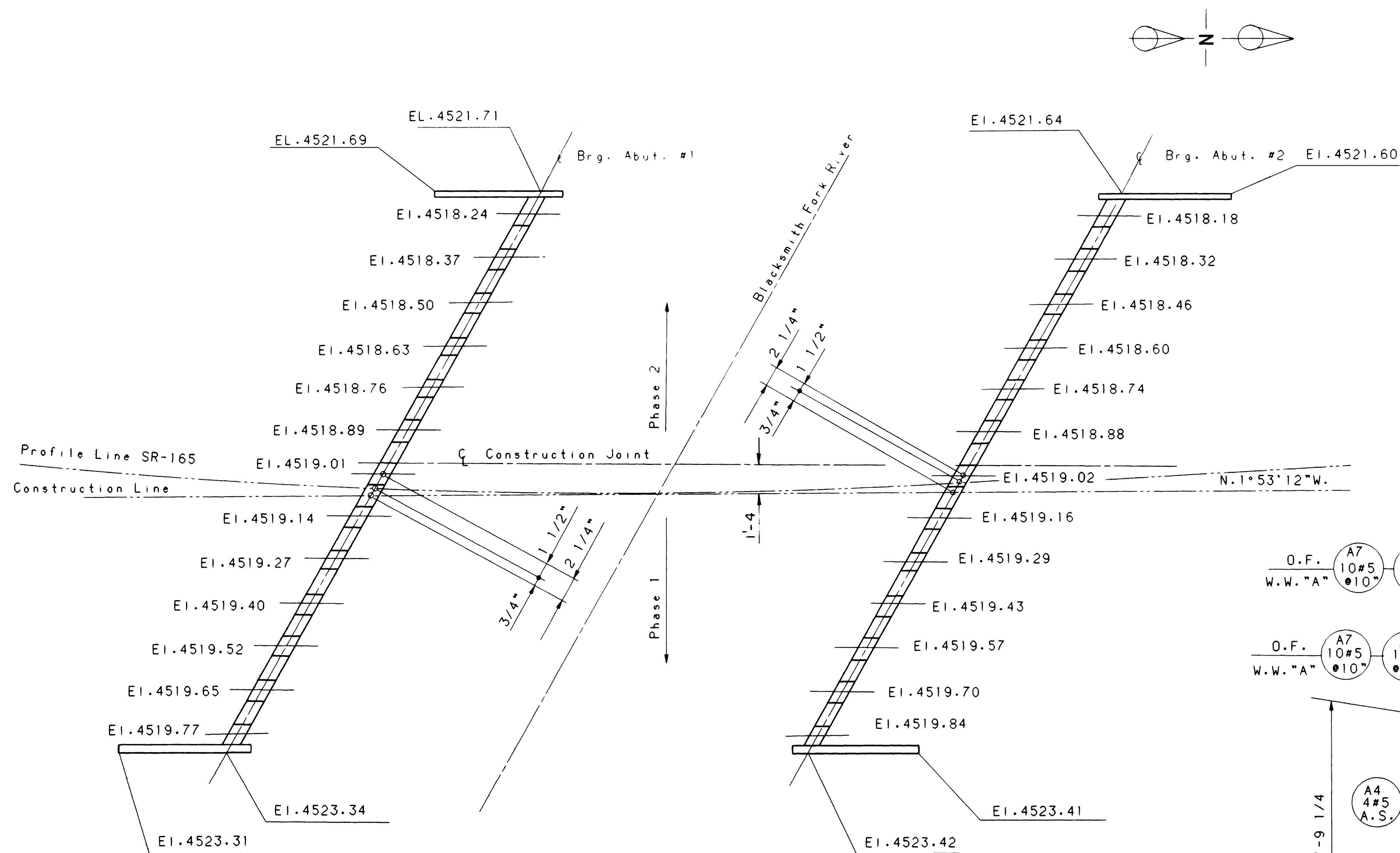
STATION
CACHE

COUNT
NO.

F-568

SHT. 5 OF 13

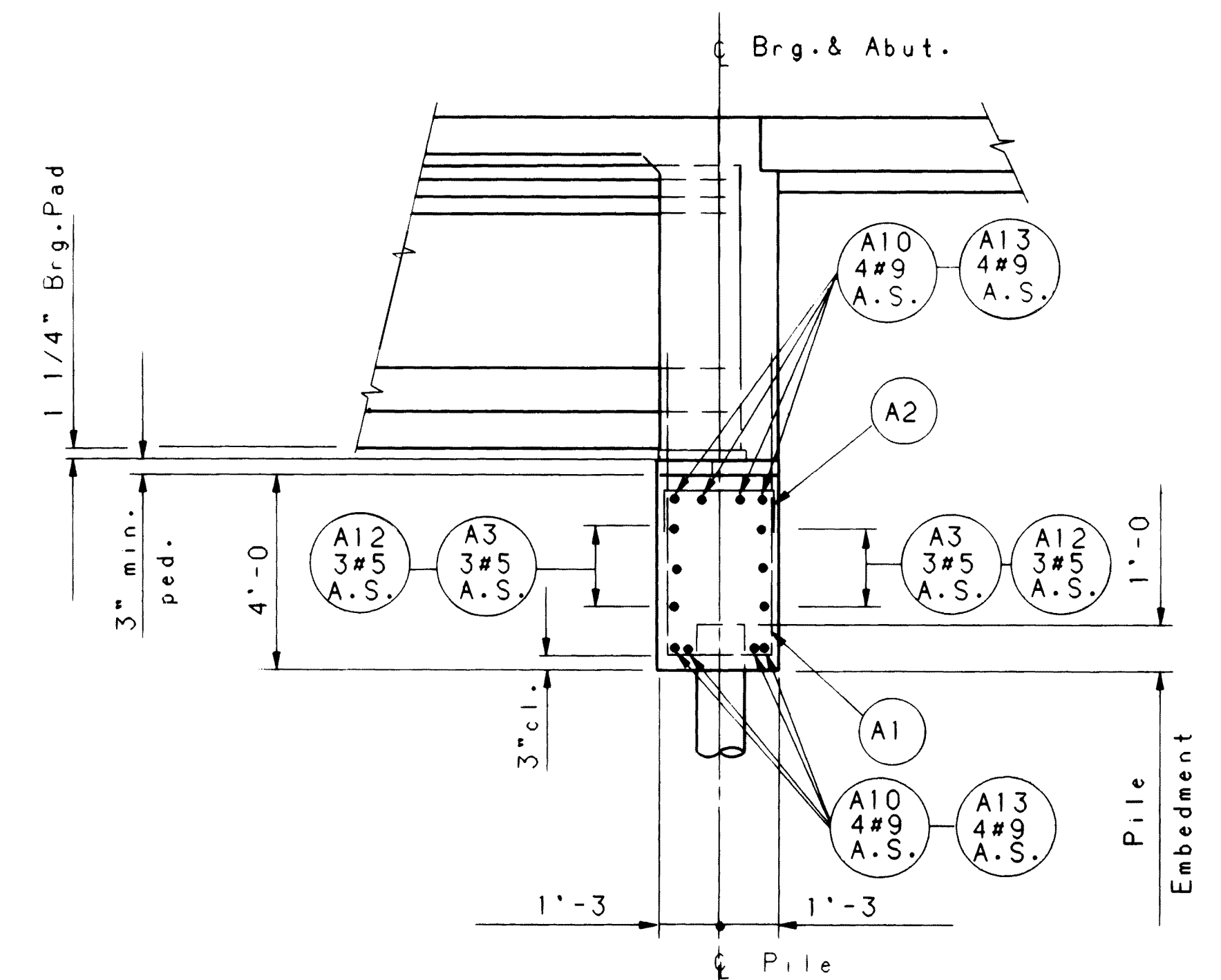
NO.	BY	DATE	REMARKS
REVISIONS			



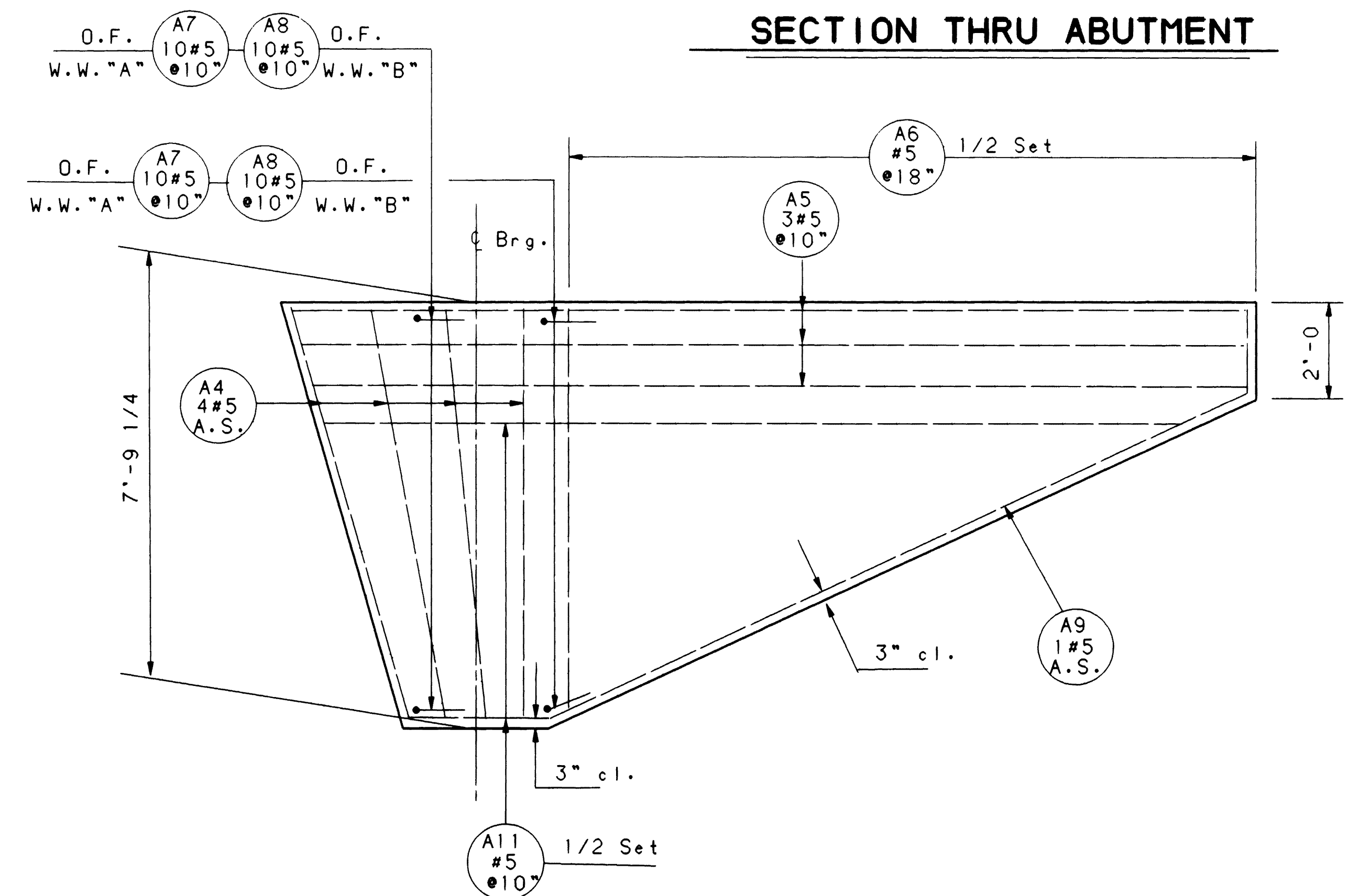
KEY PLAN

NOTES:

1. See sheet #5 for concrete quantities.
2. All elevations in key plan are at top of Wingwall and top of pedestal.
3. Bridge seat bearing area (2" larger than bearing pad) shall be finished high and rubbed or ground level to elevation shown $\pm 1/16"$. No grouting.
4. O.F. is outside face.
5. All wingwall bars are each face except as noted.
6. All splices shall be alternated.



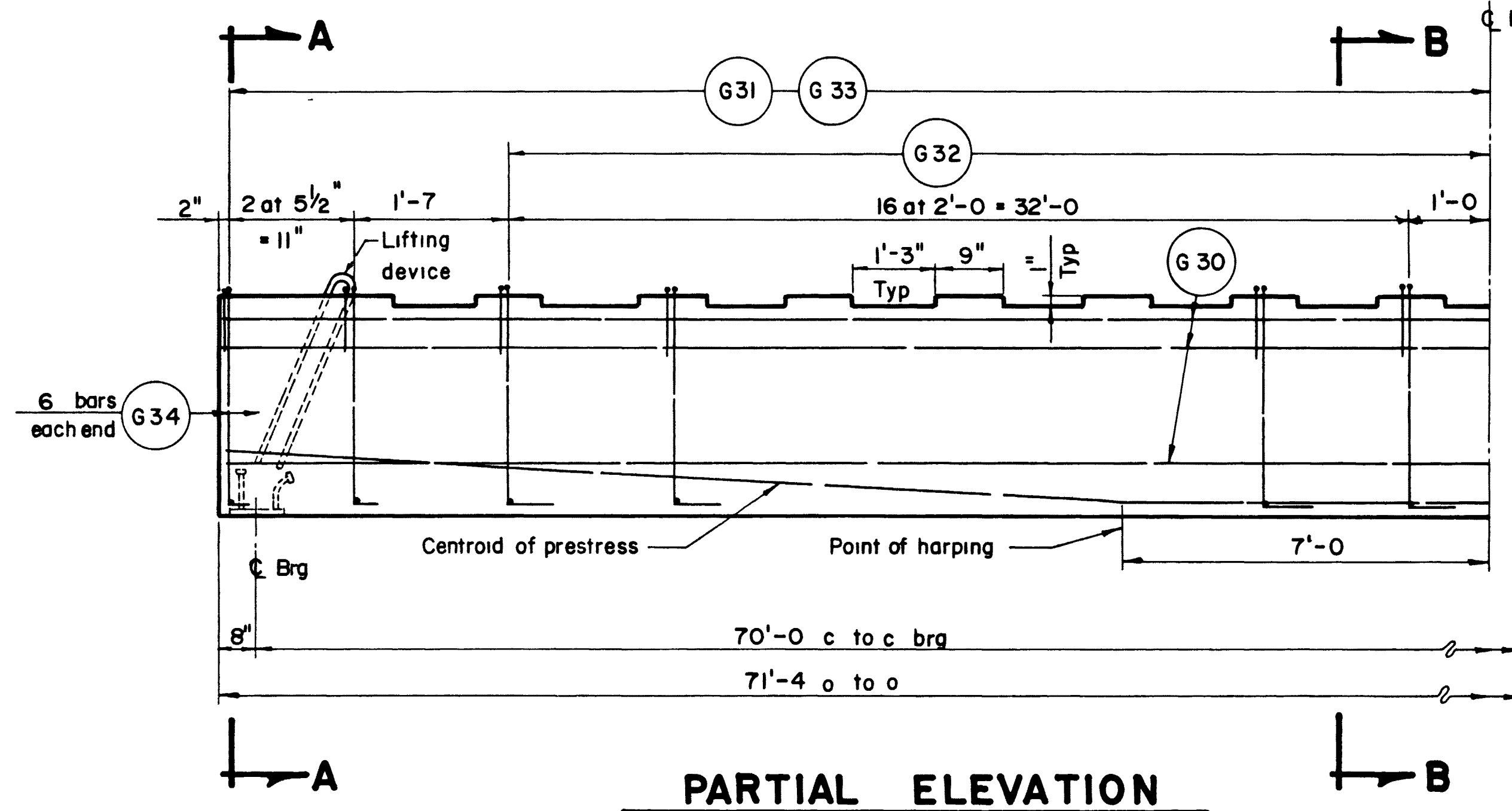
SECTION THRU ABUTMENT



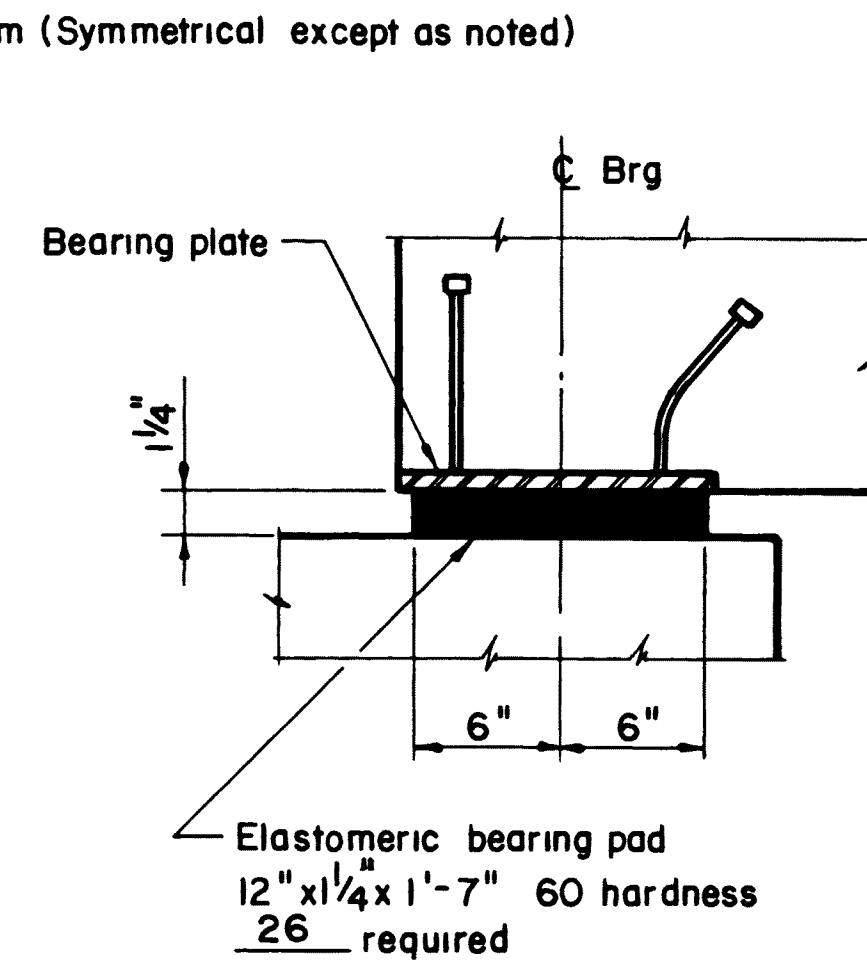
WING WALL DETAIL

NO.	BY	DATE	REVISIONS

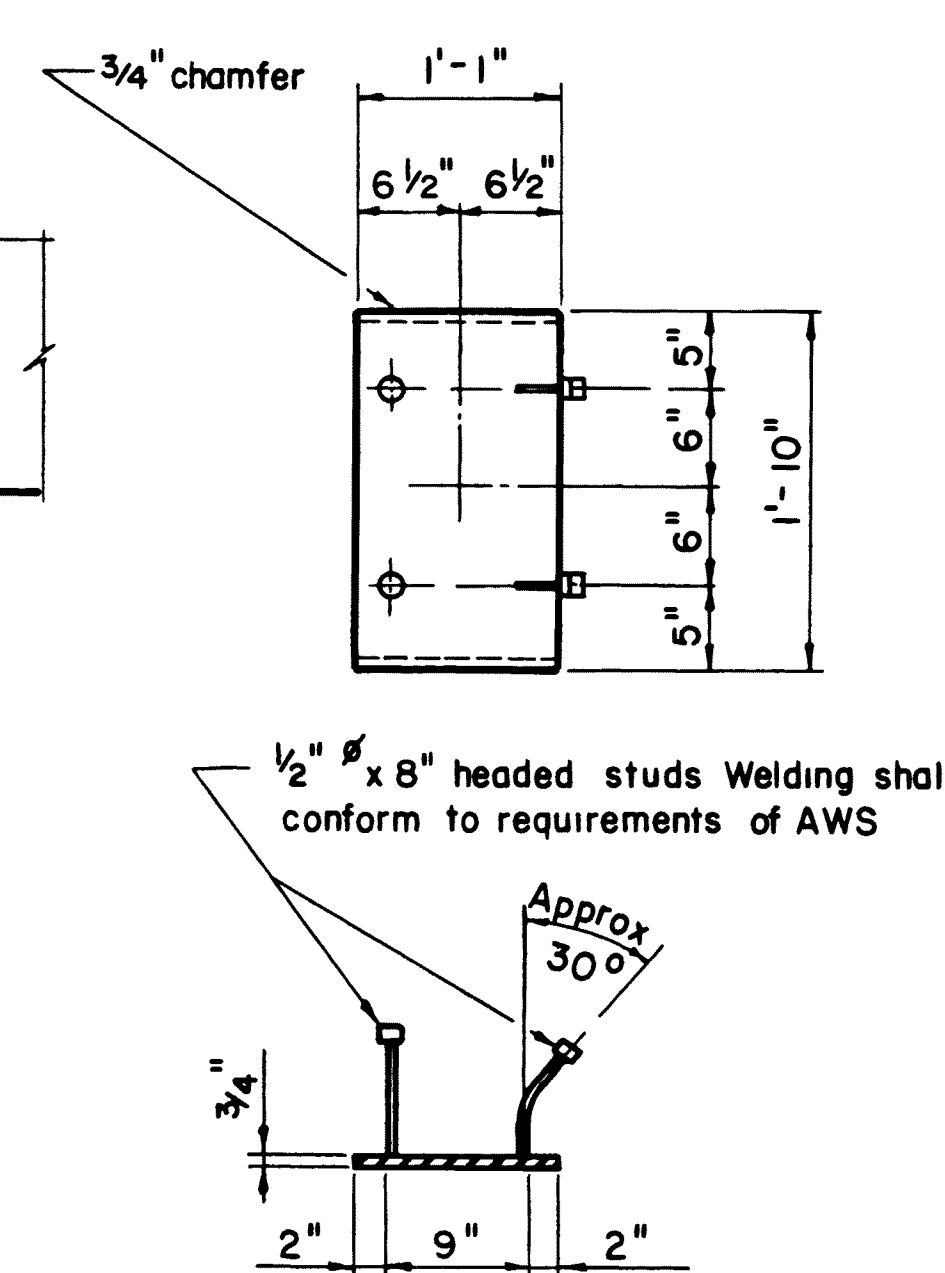
UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH STRUCTURES DIVISION			
ABUTMENT DETAILS			
DESIGN TJJ 3-16-90	CHECK C.T. 7/16/90	STATION 1088+35.00	COUNTY CACHE F-568 SHT. 6 OF 13
DRAWN J.T.M. 4-28-90	CHECK TJJ 6-1-90		
QUANT. J.T.M. 4-28-90	CHECK TJJ 6-1-90		
APPROVAL 7/2/90	DATE 7-19-90		
PROJECT NUMBER RS-0540 (1)			



PARTIAL ELEVATION



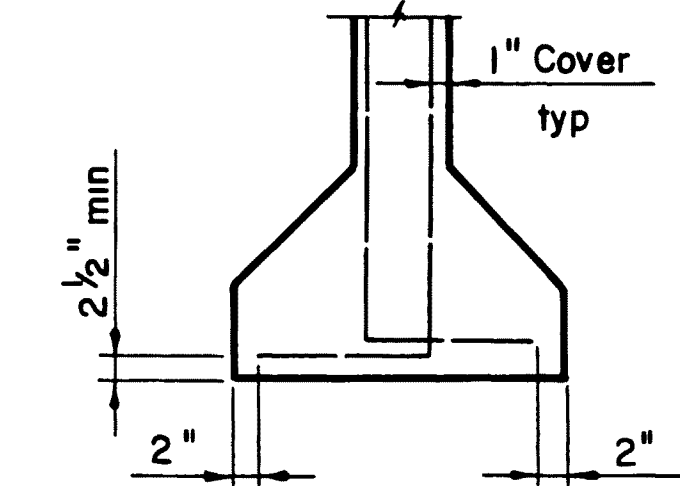
BEARING DETAIL



BEARING PLATE DETAIL

ALTERNATE BAR PLACEMENT

G 31 bars may be eliminated provided G 32 bars are modified and placed as shown below

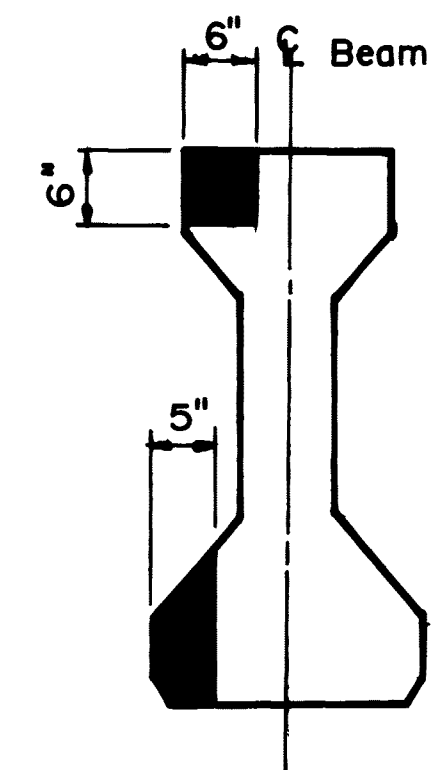


REINFORCING STEEL SCHEDULE

MARK	SIZE NO	LENGTH	SKETCH
G 30	5	7'-0"	
G 31	4	1'-6"	
G 32	5	5'-1"	
G 33	4	4'-4"	
G 34	5	4'-6"	

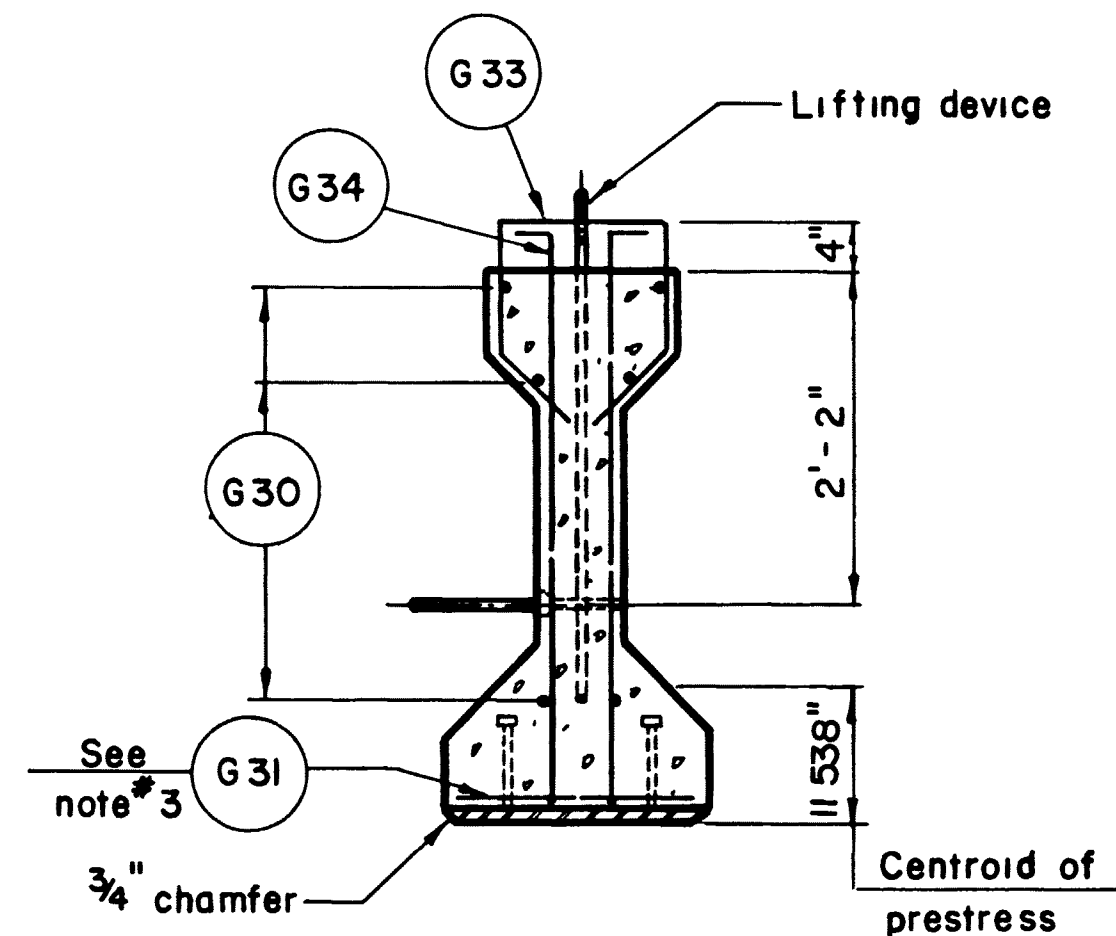
GENERAL NOTES

- 1 - Unless otherwise shown, all dimensions are out to out of bars
- 2 - Threaded rods and elastomeric bearing pads to be furnished by the beam fabricator. Include cost in cost of prestressed concrete members
- 3 - Bar #G31 shall be placed immediately above lower row of prestressing strands
- 4 - Prestressing strand for pretensioned members shall not exceed 1/2" diameter
- 5 - Place bearing plates and pads perpendicular to beam centerline
- 6 - Reinforcing bars shall conform to AASHTO M 31 grade 60
- 7 - Beam ends (including bearing plates) shall be sloped as required by profile See sheet No 1

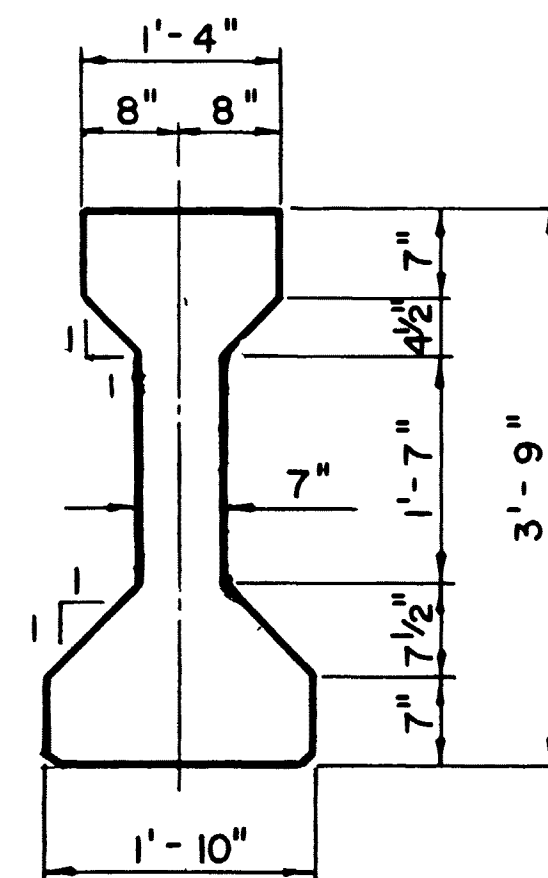


END ELEVATION

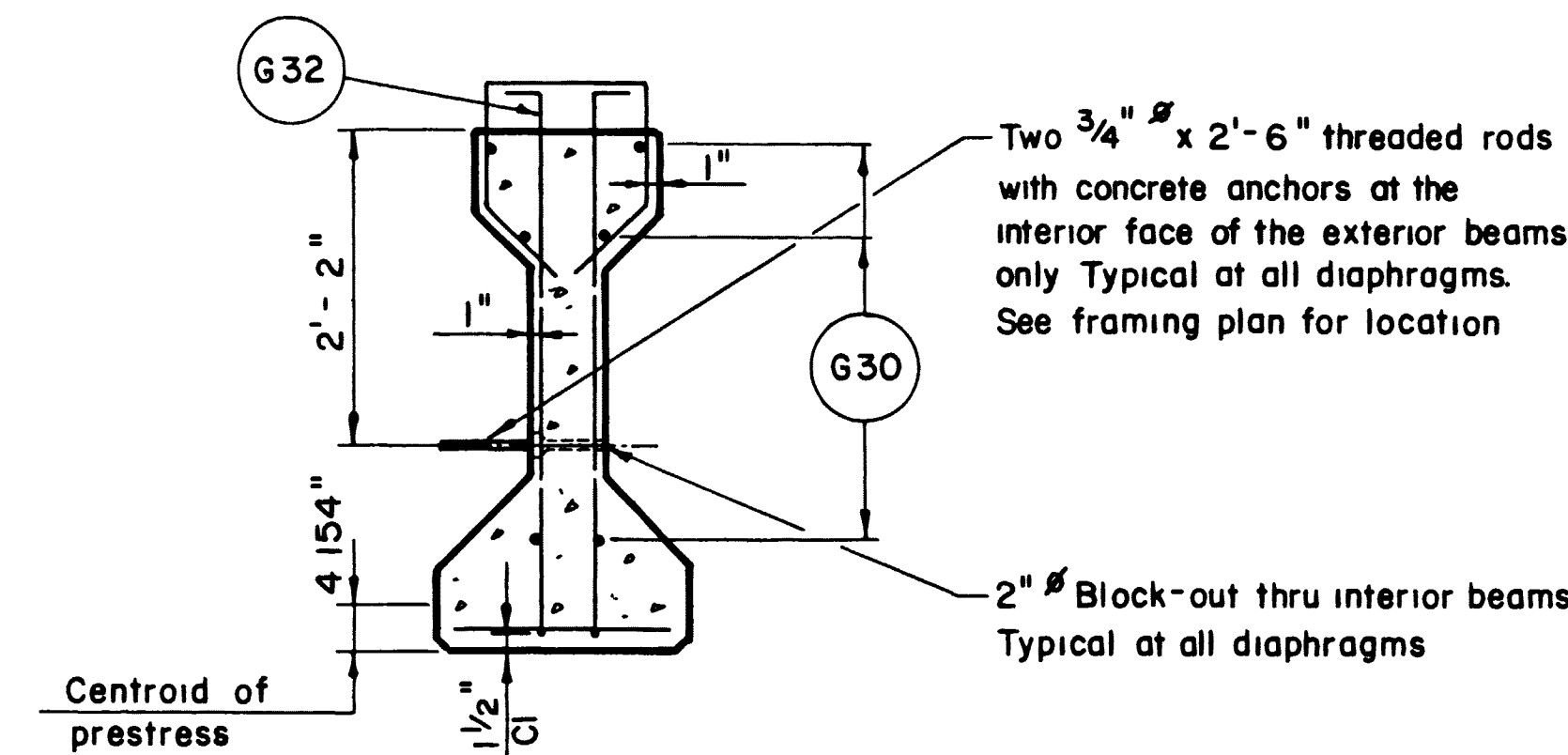
(Typ Block-out at Abut only)



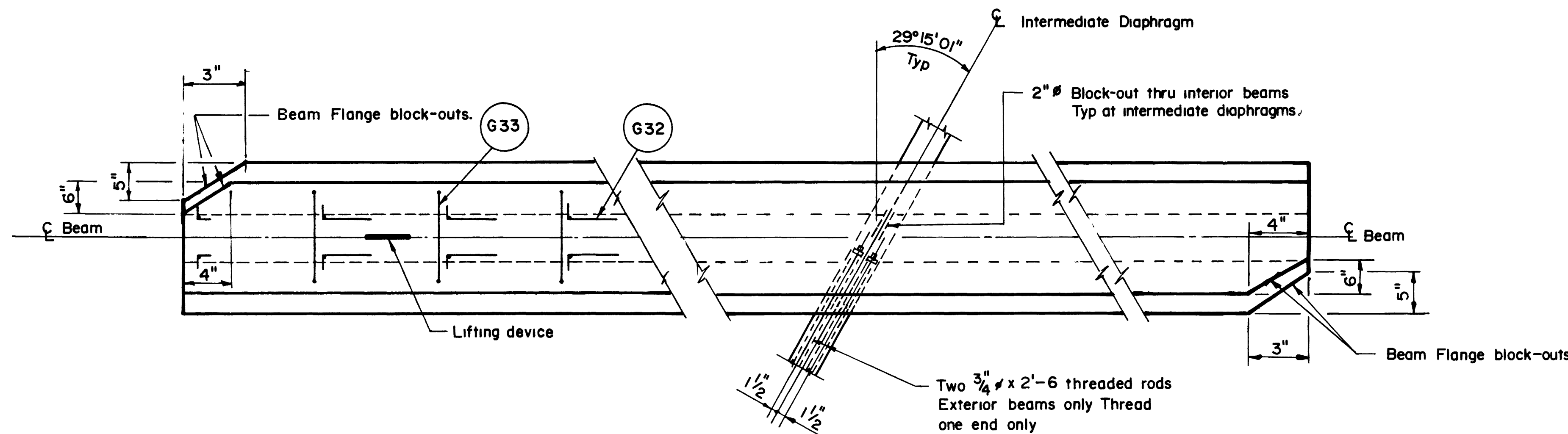
SECTION A-A



TYPICAL SECTION



SECTION B-B



PARTIAL PLAN

A.A.S.H.T.O. TYPE III BEAM

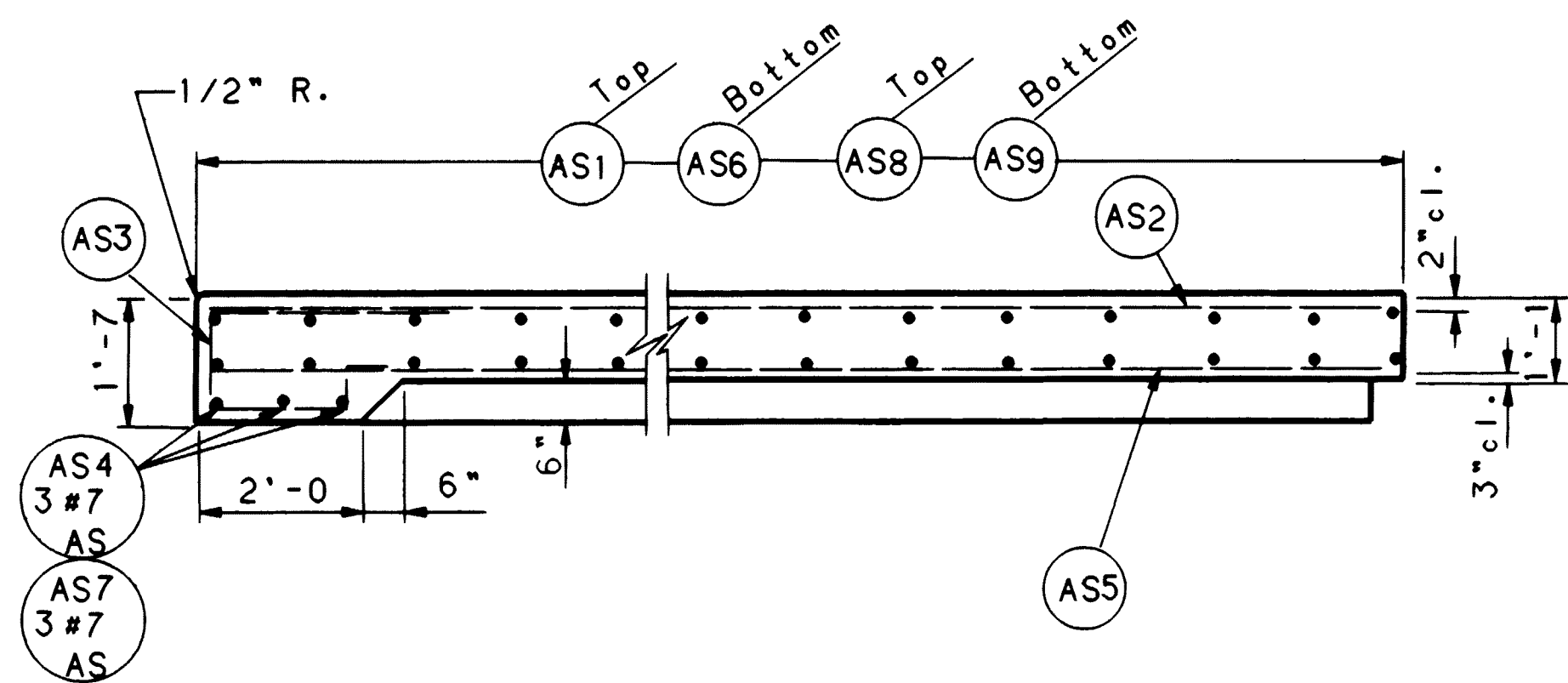
Final prestressing forces
after losses = 613 Kips
f'ci = 4000 psi
f'c = 5000 psi
2 Exterior beams required
11 Interior beams required

Min area prestressing steel = 187 sq in

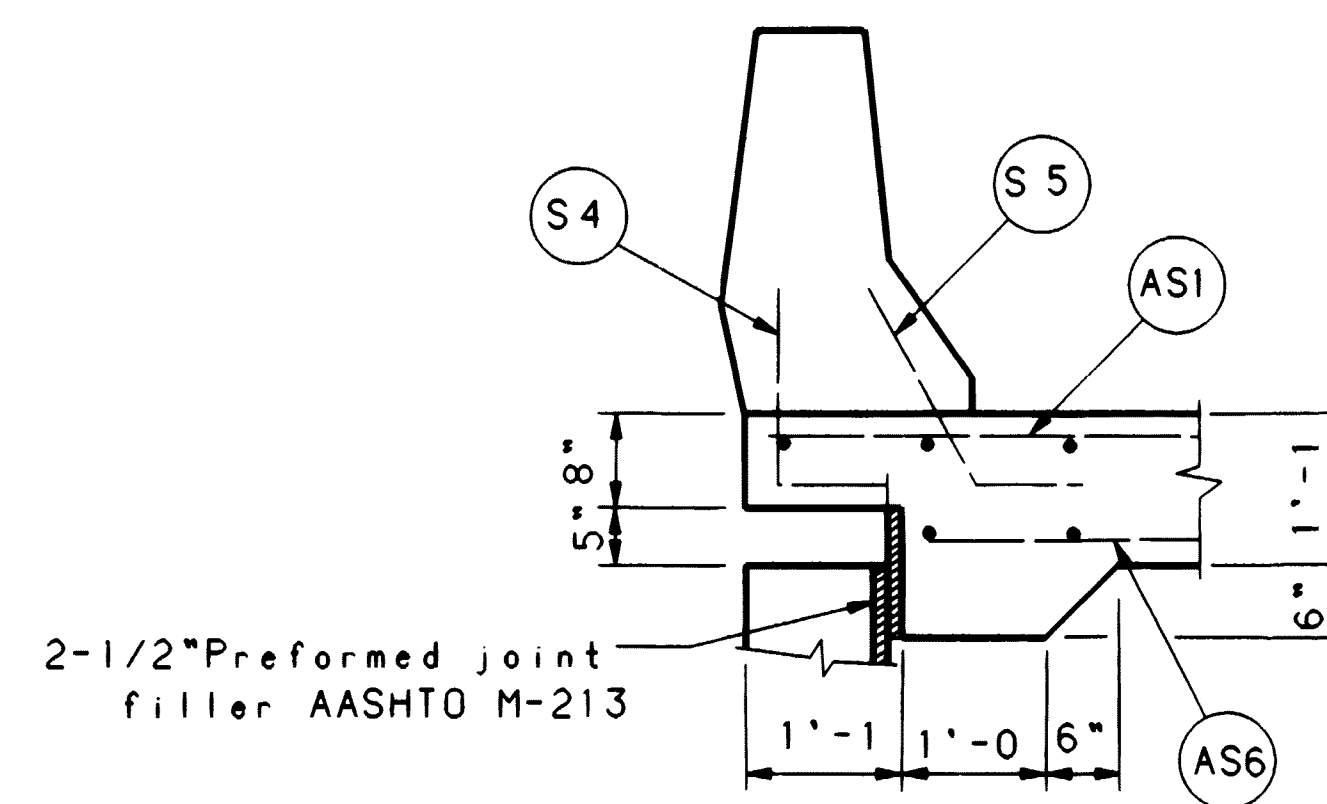
UTAH DEPARTMENT OF TRANSPORTATION
SALT LAKE CITY UTAH
STRUCTURES DIVISION

PRESTRESSED BEAM DETAILS

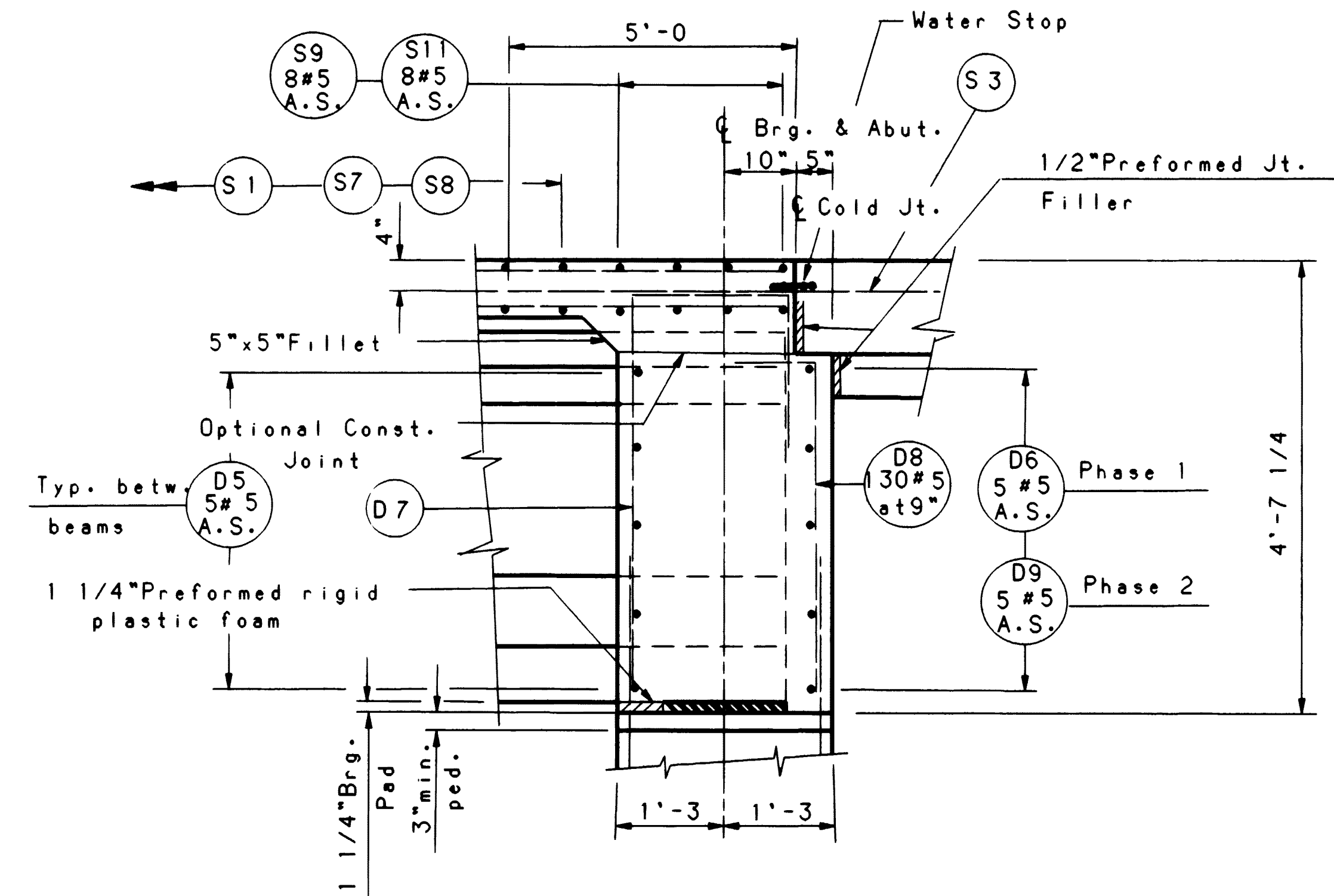
DESIGN	2-8-90	CHECK	5-7-90	1088+35 00
DRAWN	5-12-90	CHECK	5-23-90	
QUANT	5-12-90	CHECK	5-23-90	
APPROVAL	7/2/90	DATE	7/2/90	
APPROVED	7-19-90	DATE	7-19-90	
PROJECT NUMBER	RS-0540(1)			
SHEET	7 OF 13			



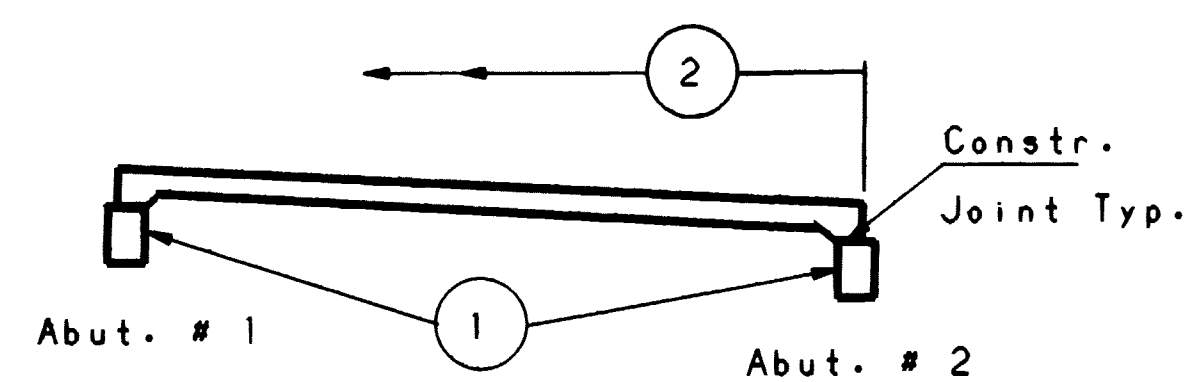
SECTION A-A



SECTION B-B

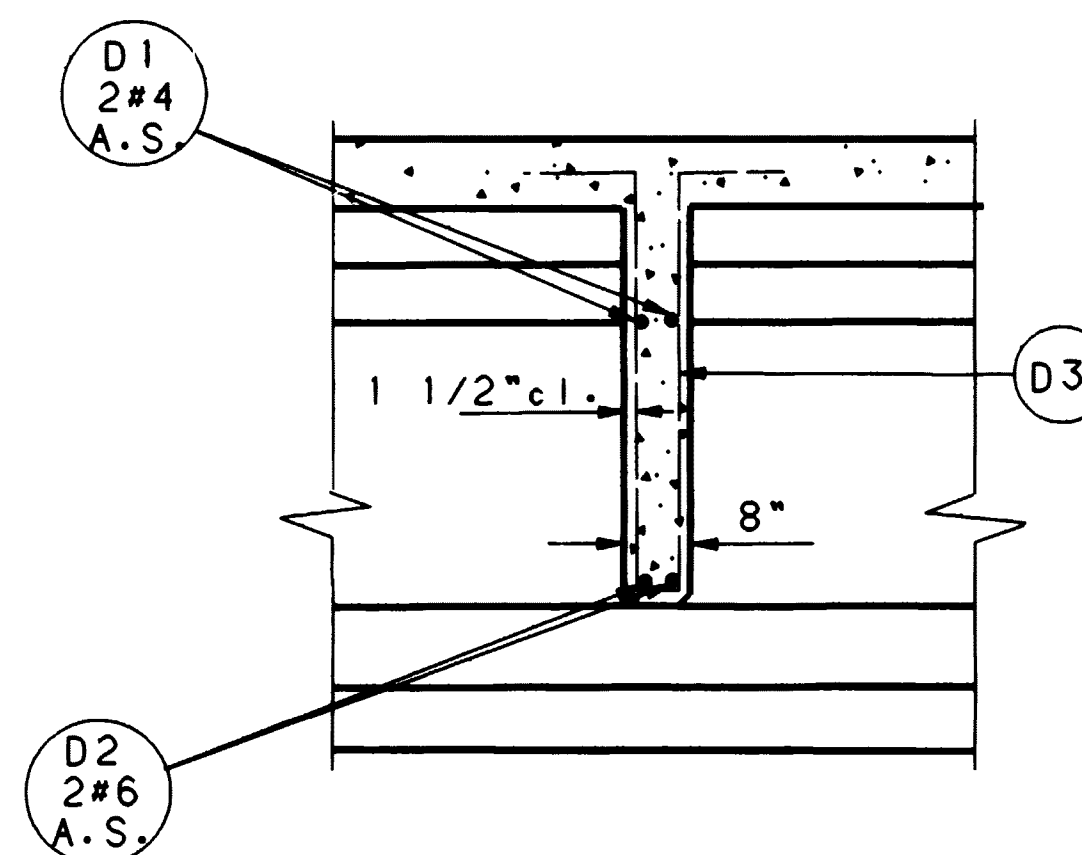


SECTION THRU ABUTMENT

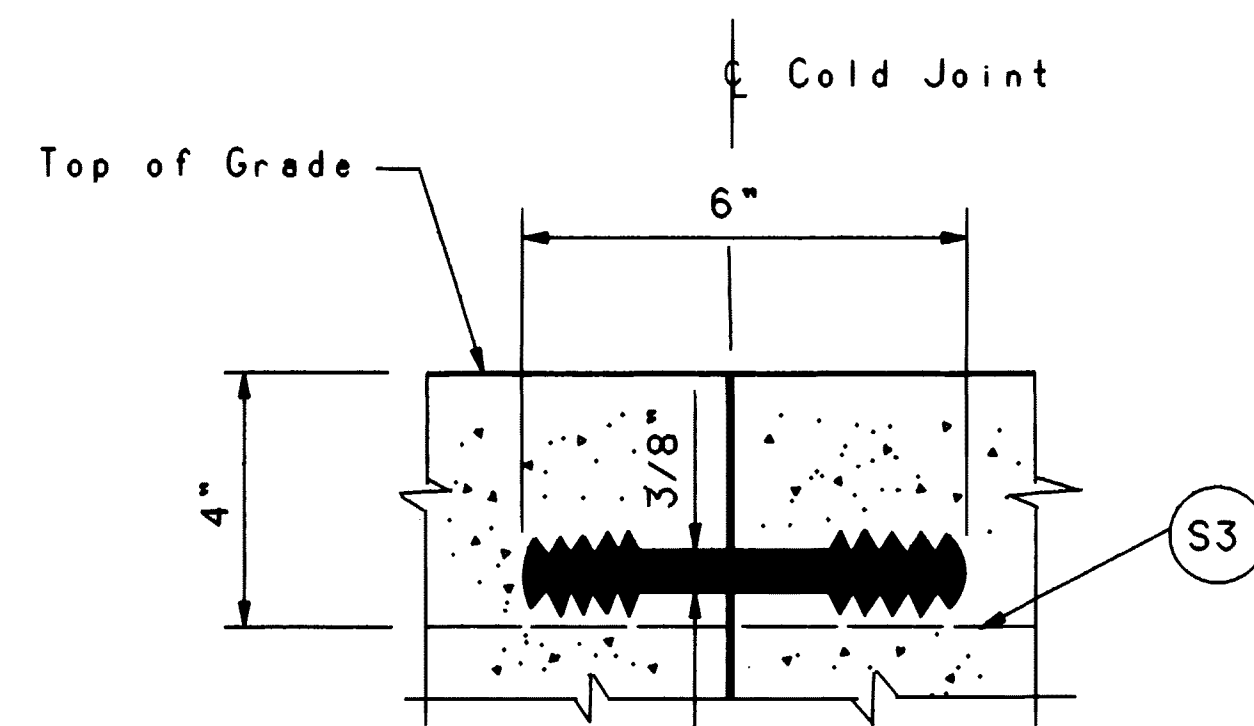


- 1- Number designates placing sequence.
2- Arrow designates required direction of placement.

DECK PLACING SEQUENCE



SECTION THRU INTER. DIAPHRAGM

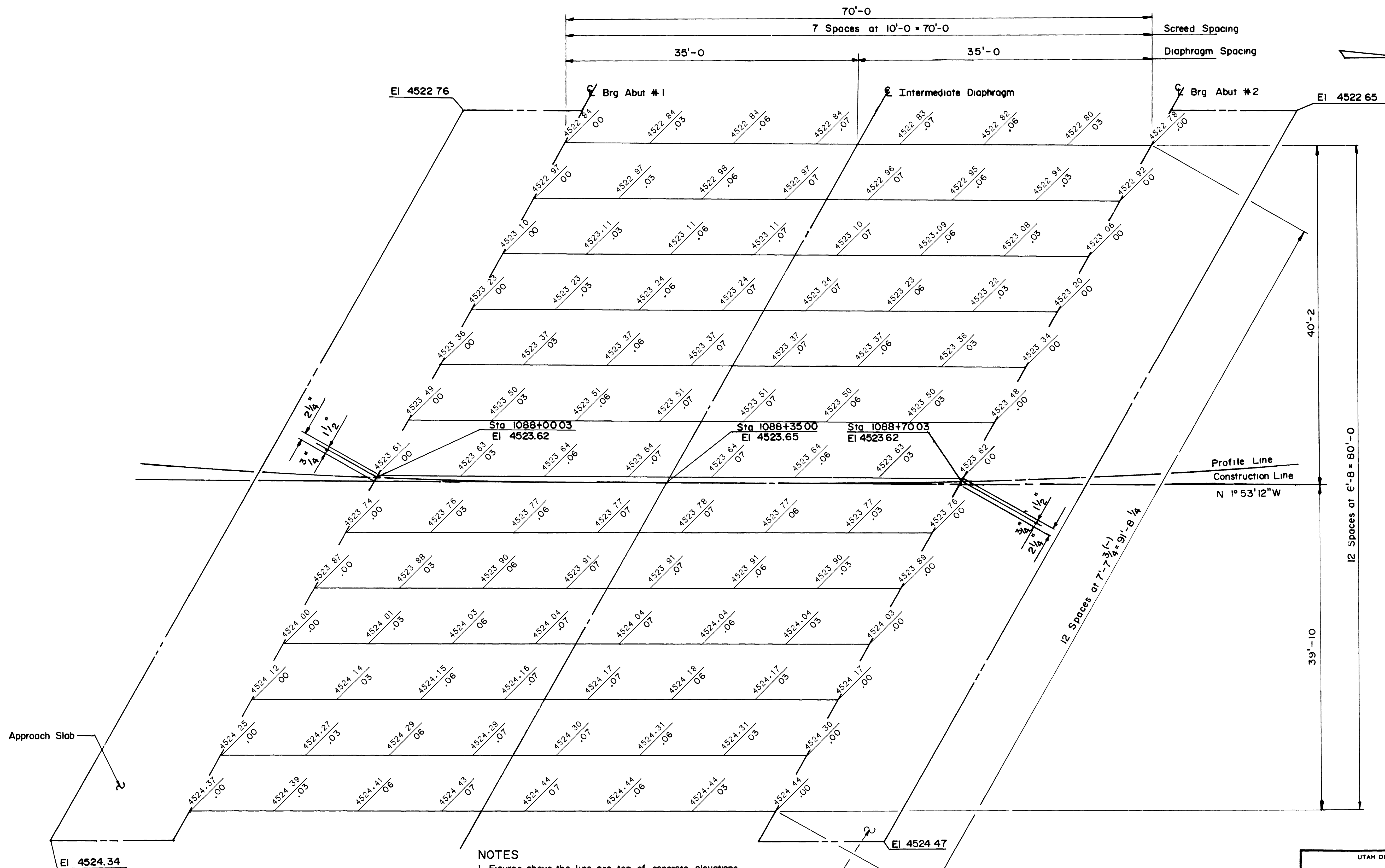


WATER STOP DETAIL

NOTES

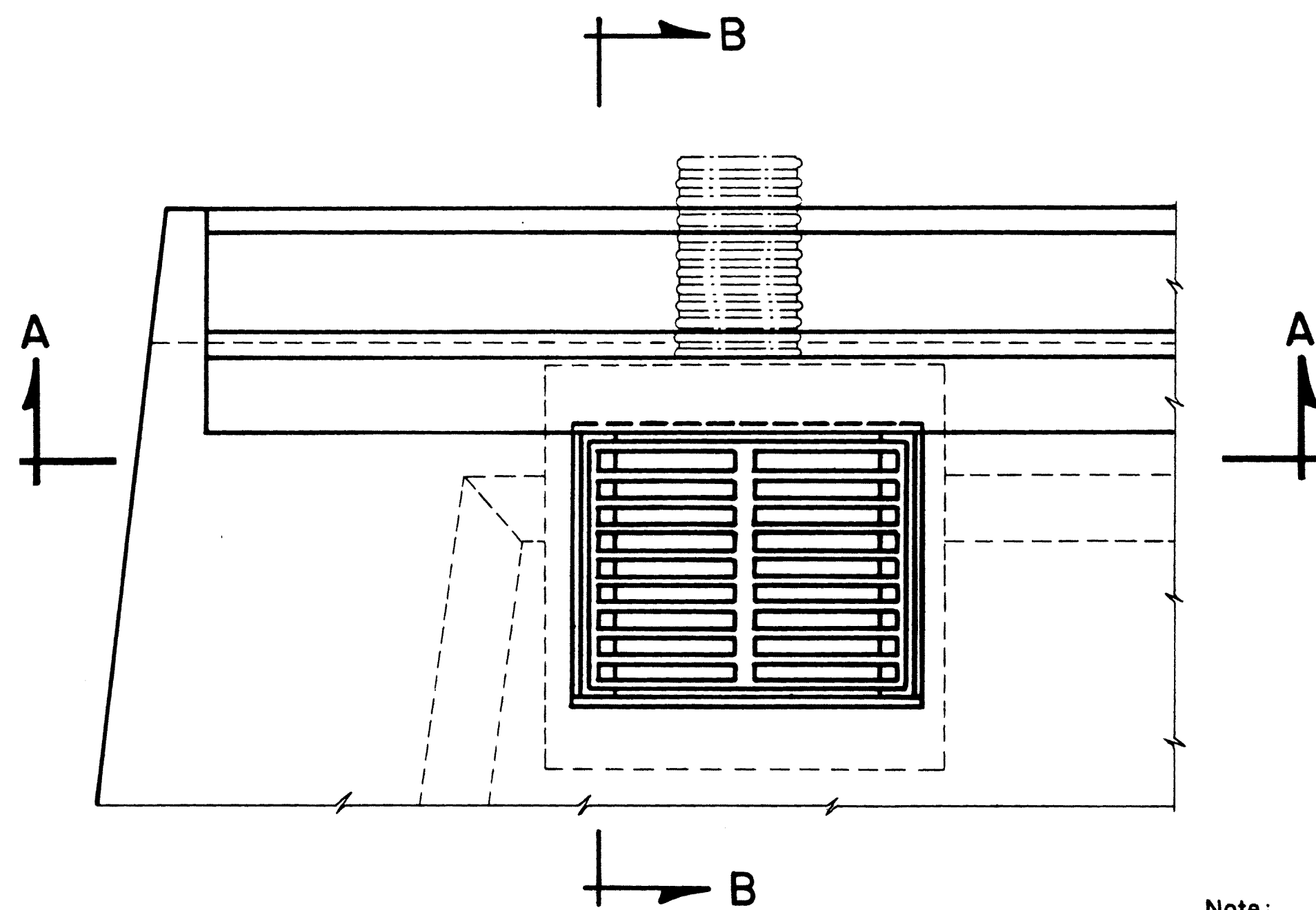
1. All diaphragms are typical each bay.
2. All beams are A.A.S.H.T.O. Type III prestressed concrete.
3. All splices shall be alternated.
4. The estimated concrete quantity for the camber strip is based upon the beam profile being a straight line and is included in the "Deck Slab" concrete quantity. It is the responsibility of the contractor to obtain beam camber information from the beam fabricator to determine the actual quantity to be used.
5. Water stop shall be turned up 3" into parapet on both ends.
6. The contractor shall be responsible to provide concrete deck forms that will accommodate the variations between the camber of the prestressed concrete beams and the profile grade.
7. The use of stay-in-place deck forms shall not be allowed on this structure.

UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH STRUCTURES DIVISION						
DECK SECTIONS						
DESIGN	TW	2-18-90	CHECK	SyZ	7/16/90	STATION 1088+35.00 COUNTY CACHÉ ORG. NO. F-568 PROJECT NUMBER RS-0540 (1) SHT. 9 OF 13
DRAWN	J.T.M.	6-4-90	CHECK	TW	5-23-90	
QUANT.	JB	5/14/90	CHECK	TW	5-23-90	
APPROVAL	7/2/90					
APPROVED	7-19-90					
REVISIONS						



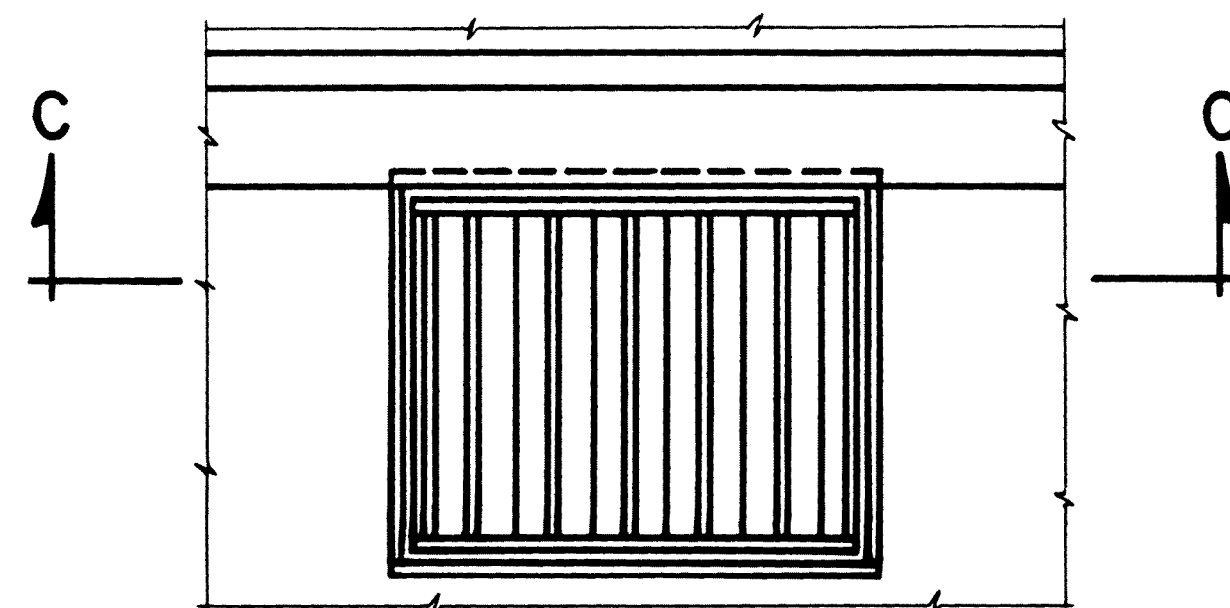
UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH STRUCTURES DIVISION			
FRAMING PLAN & SCREED ELEVATIONS			
DESIGN	TJW 5-4-90	CHECK	CJ 7/14/90
DRAWN	BY 5-14-90	CHECK	TJW 5-21-90
QUANT	BY 5-14-90	CHECK	TJW 5-21-90
APPROVAL	RECOMM 7/12/90	DATE	7-19-90
PROJECT NUMBER		RS-0540(1)	
STATION		1088+35 00	
COUNTY		CACHE	
DRG NO		F-568	
SHT		10 OF 13	

NO	BY	DATE	REMARKS

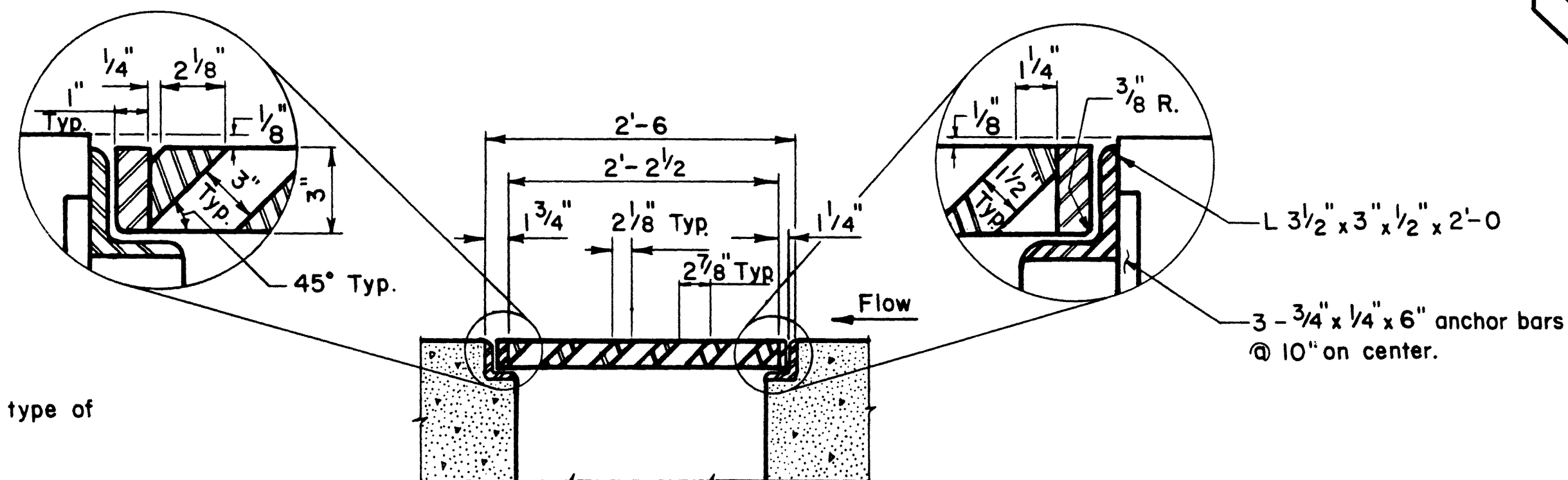


TYPICAL PLAN

(SHOWING STANDARD GRATE)

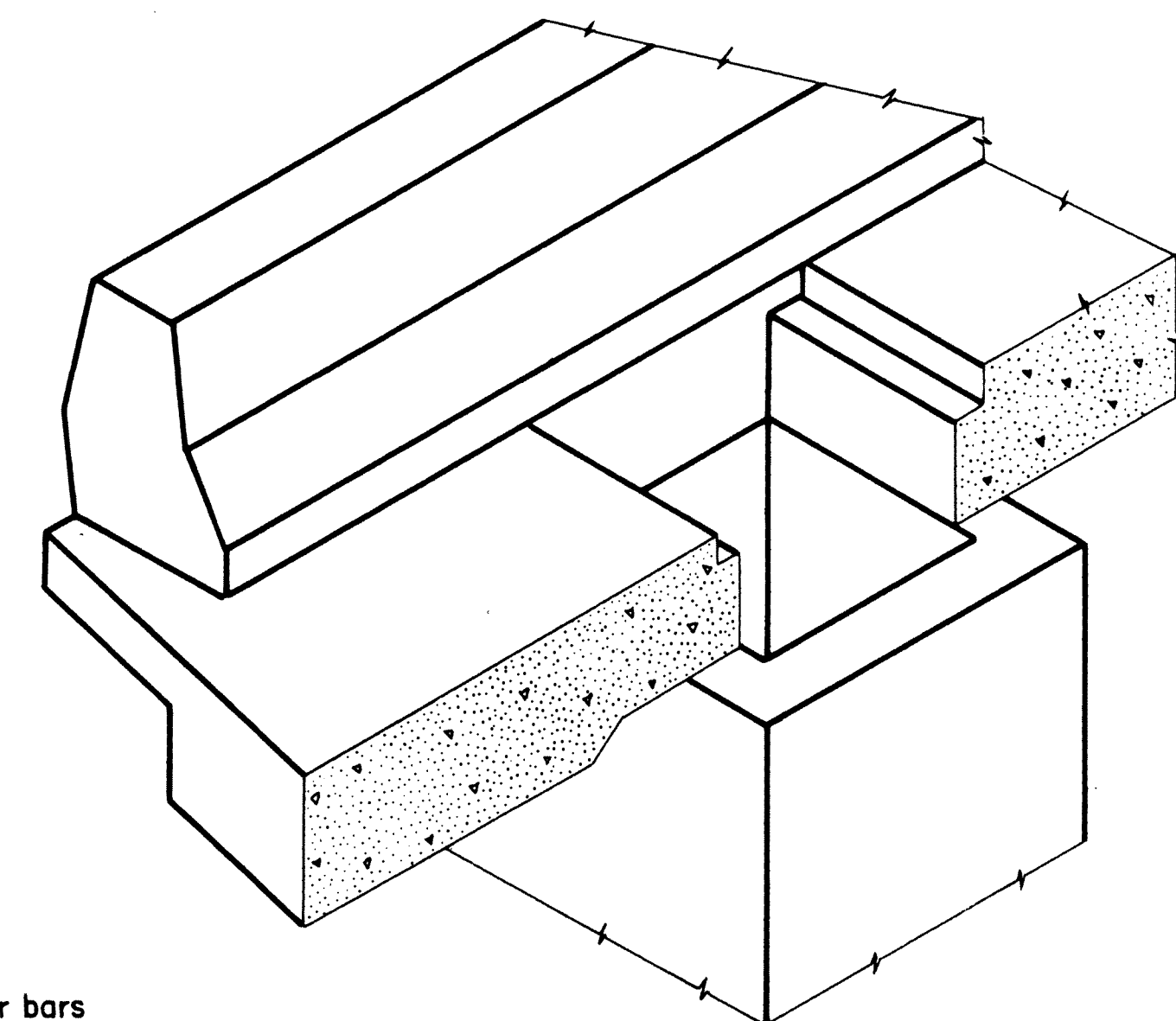


PLAN



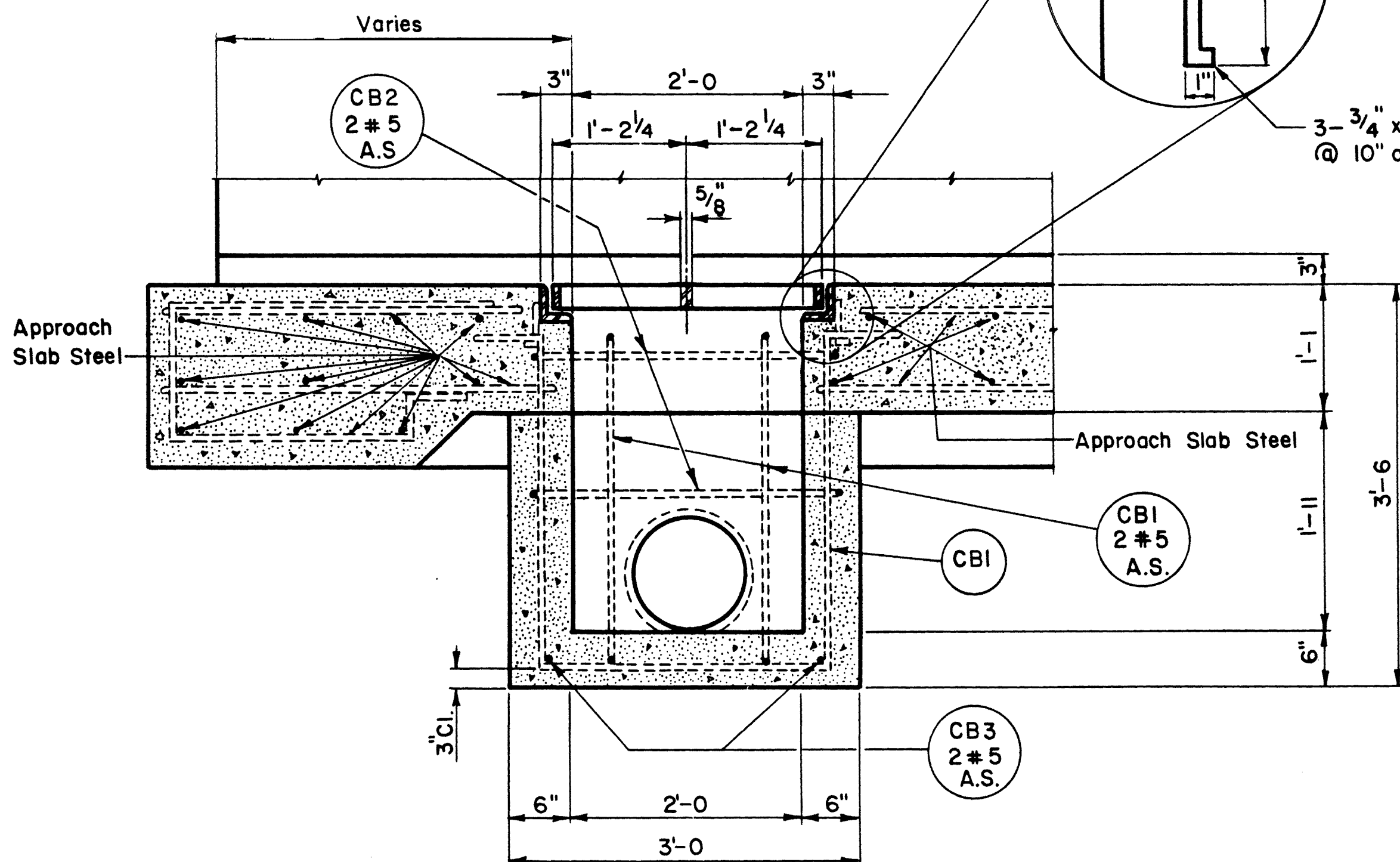
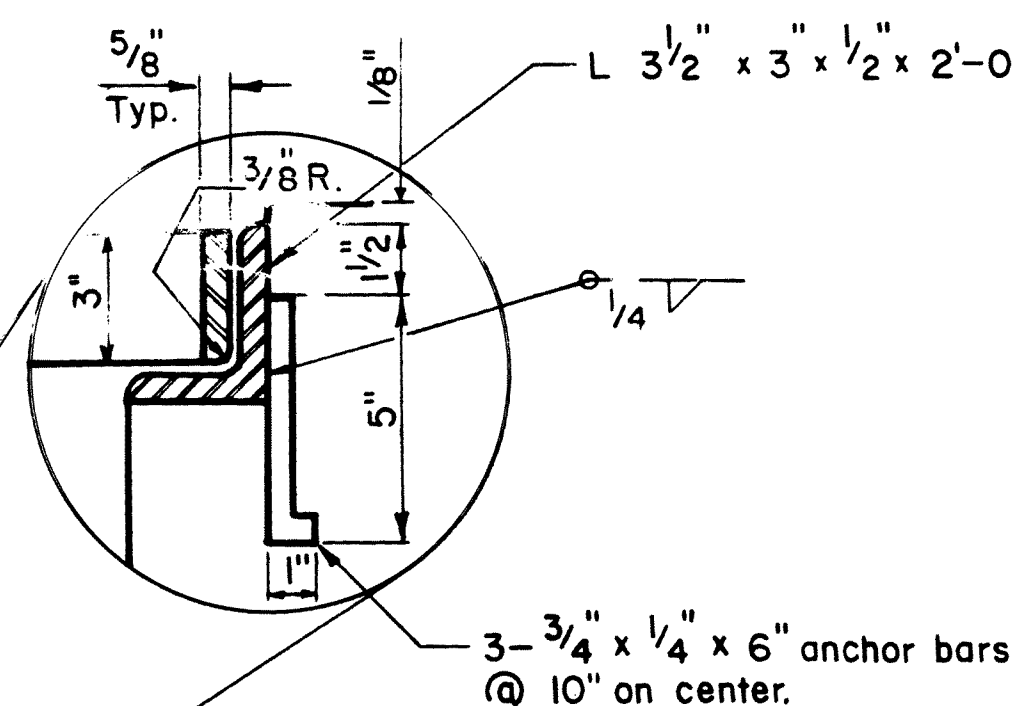
SECTION C-C

BICYCLE SAFE GRATE

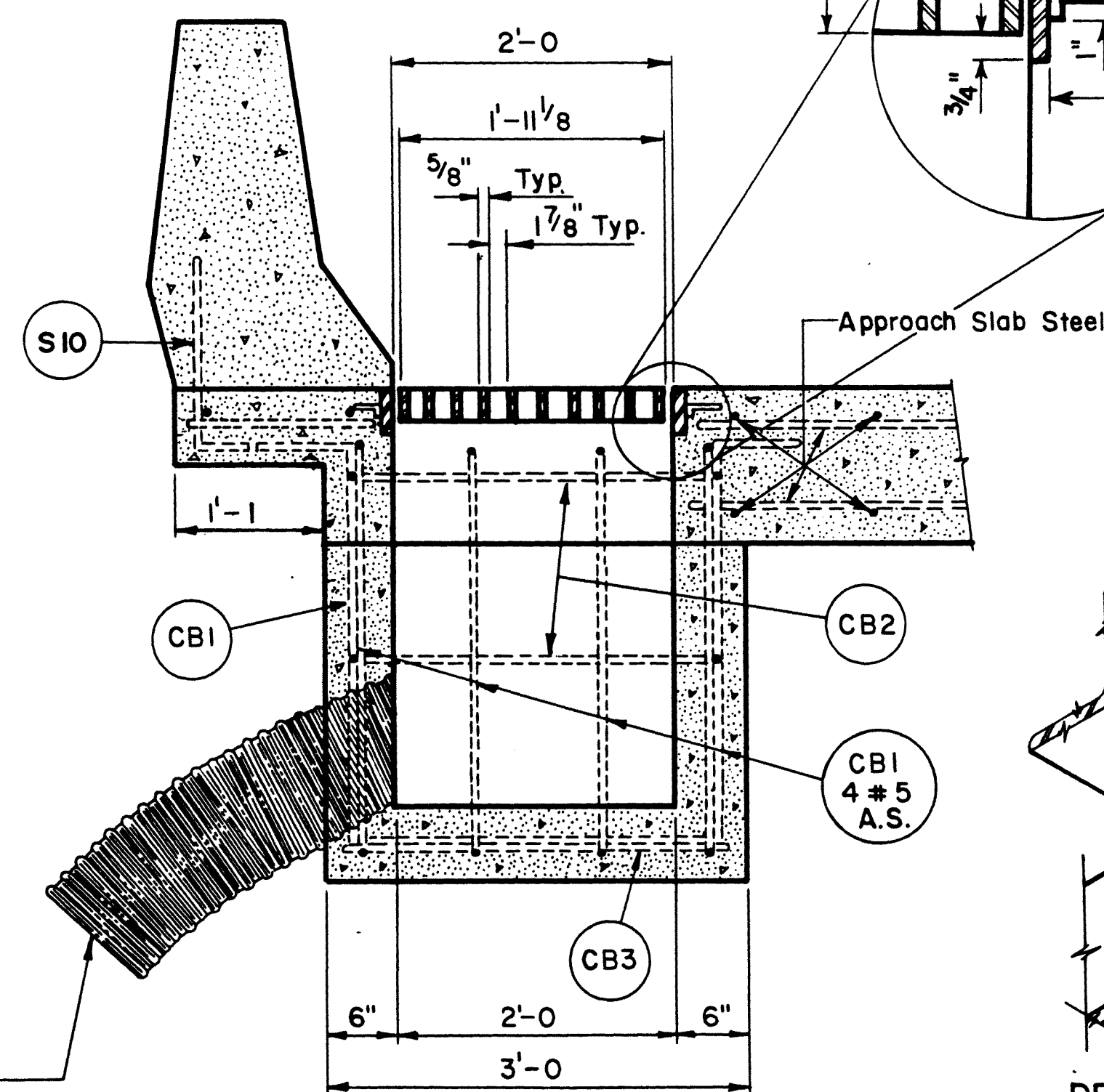


ISOMETRIC

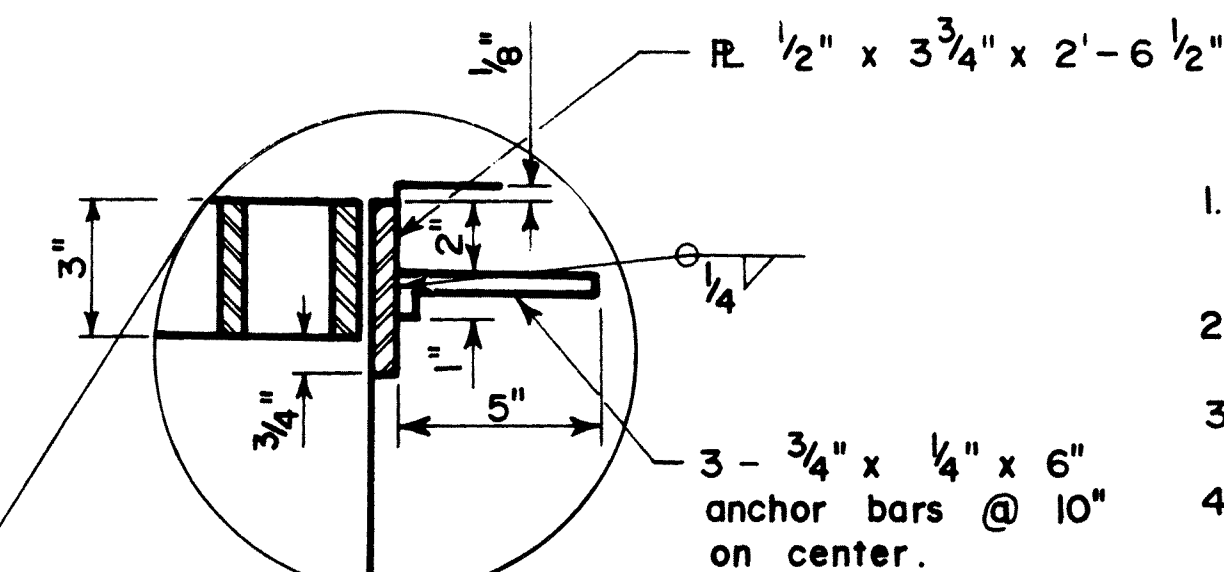
Note:
See Quantities below for type of
grating req'd.



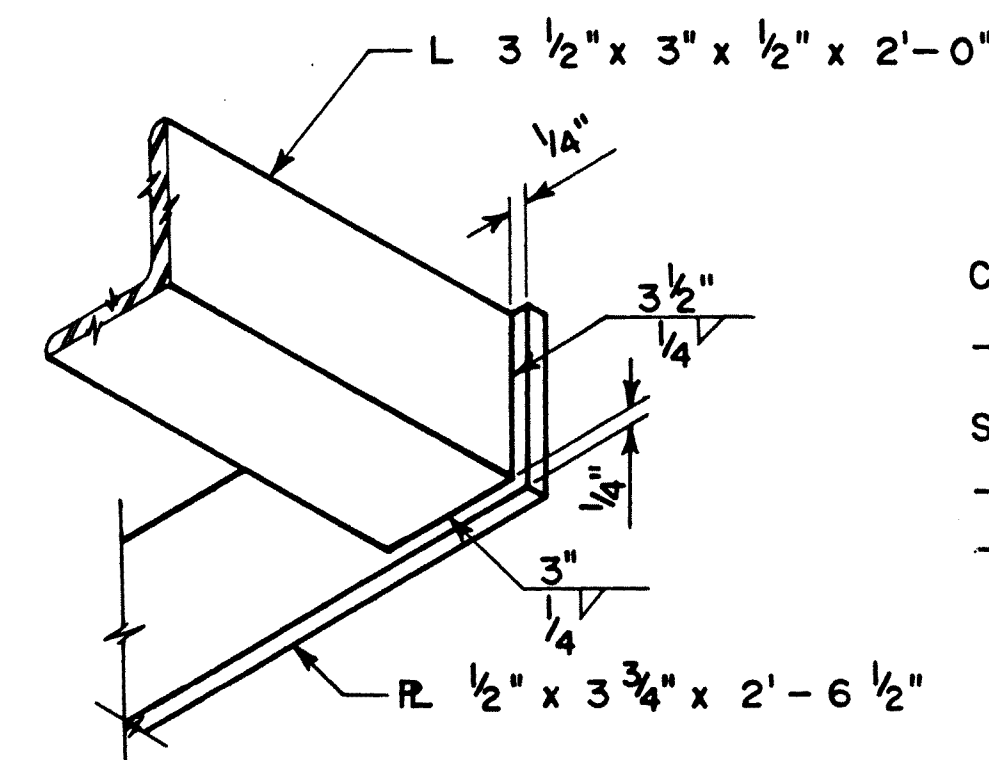
SECTION A-A



SECTION B-B



**DETAIL OF
CORNER OF FRAME**



GENERAL NOTES

- 1.- Approach slab reinforcing steel shall be field cut or bent to clear approach slab drain as shown.
- 2.- Reinforcing steel shall be epoxy coated.
- 3.- See deck sheet for actual location of drains.
- 4.- Steel angles and grating are included in the contract price for structural steel and shall be hot-dip galvanized after fabrication in accordance with the specifications, A.S.T.M. A-123.

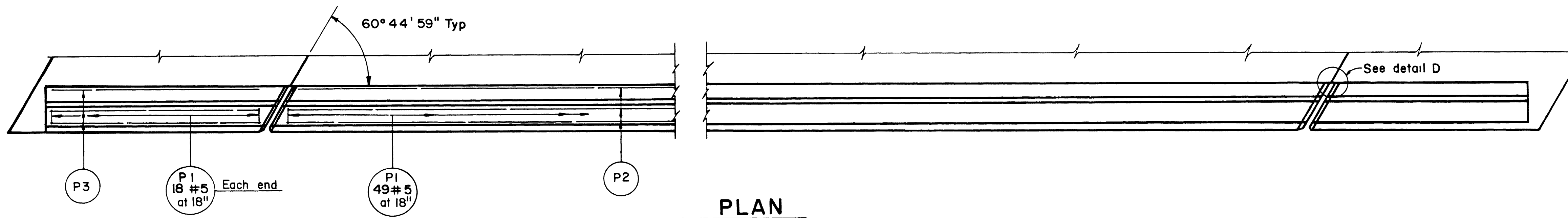
QUANTITIES

Concrete Quantities Class AA Concrete (AE)
2 Catch Basins @ .5 Cu. Yds. each = 1.0 Cu. Yds.
Structural Steel Quantity.
2 Bicycle safe grates @ 410 Lbs each = 820 Lbs.
Standard grates @ 221 Lbs each =

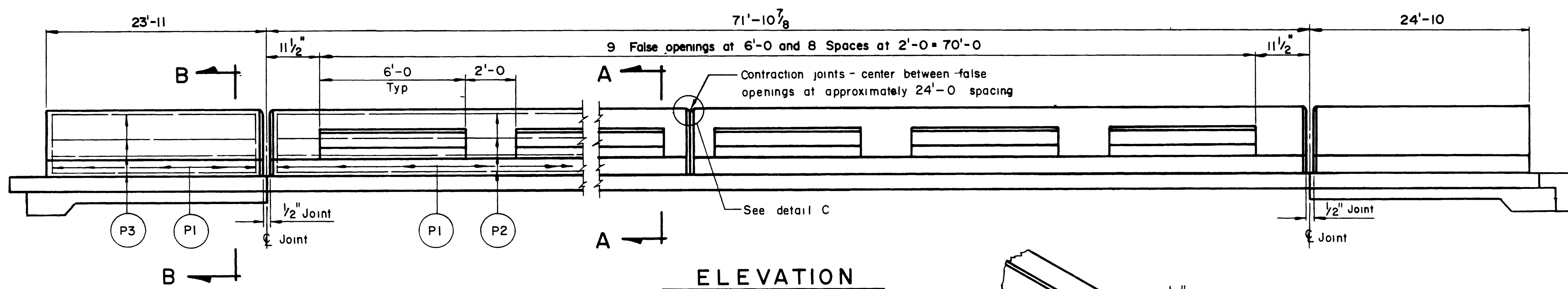
12" Corrugated
Polyethylene pipe
(Include in Roadway Quantities)

UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY, UTAH STRUCTURES DIVISION			
APPROACH SLAB DRAIN DETAILS			
DESIGN	TJD 3-22-90	CHECK	C.T. 7/16/90
DRAWN	B.Y. 3-27-90	CHECK	TJD 5-21-90
QUANT	B.Y. 3-27-90	CHECK	TJD 5-21-90
APPROVAL	7/2/90	DATE	Raymond Cook
RECOMM	7-19-90	DATE	1/16/90 LADE
APPROVED	7-19-90	DATE	1/16/90 LADE
PROJECT NUMBER			RS-0540(1)
STATION			1088+35.00
COUNTY			CACHE
DRG. NO.			F-568
SHT.			11 OF 13

NO	BY	DATE	REMARKS

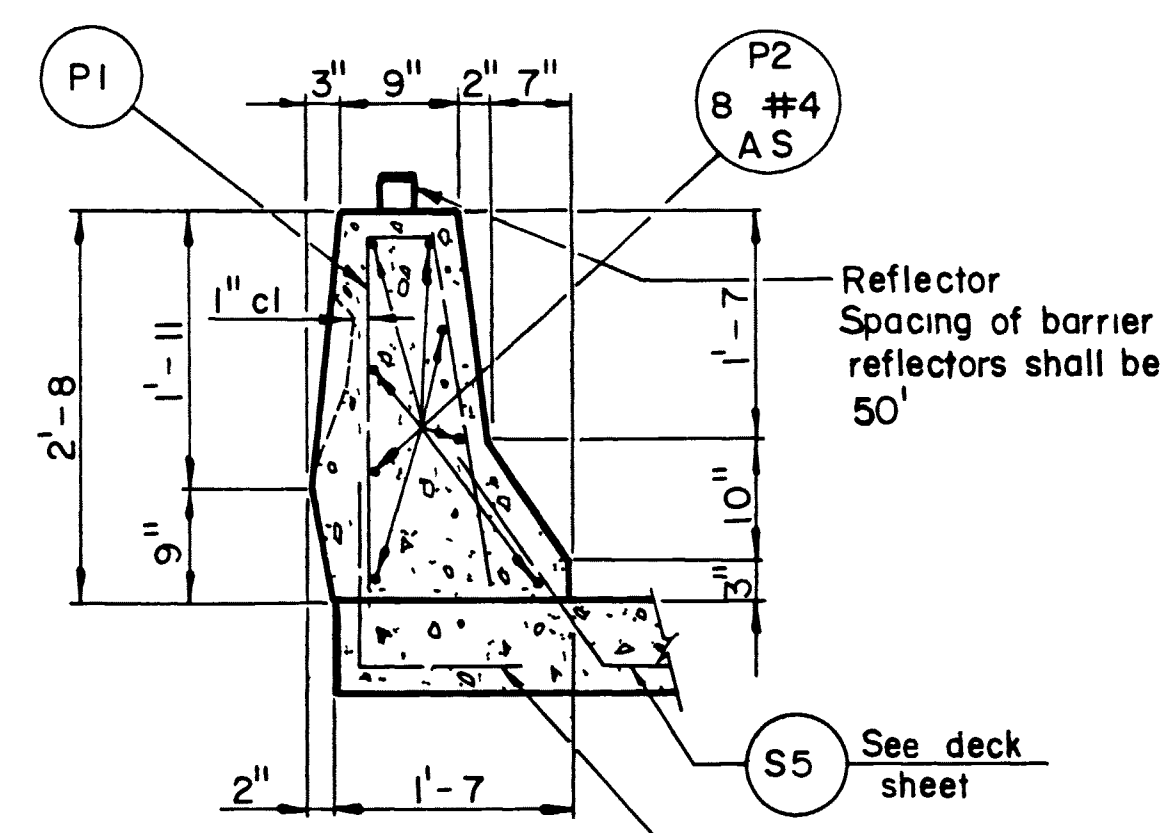


PLAN

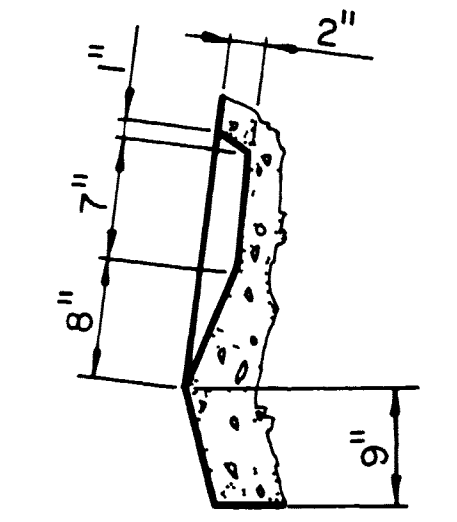


ELEVATION

(ALL DIMENSIONS SHOWN ARE ALONG EDGE OF DECK)

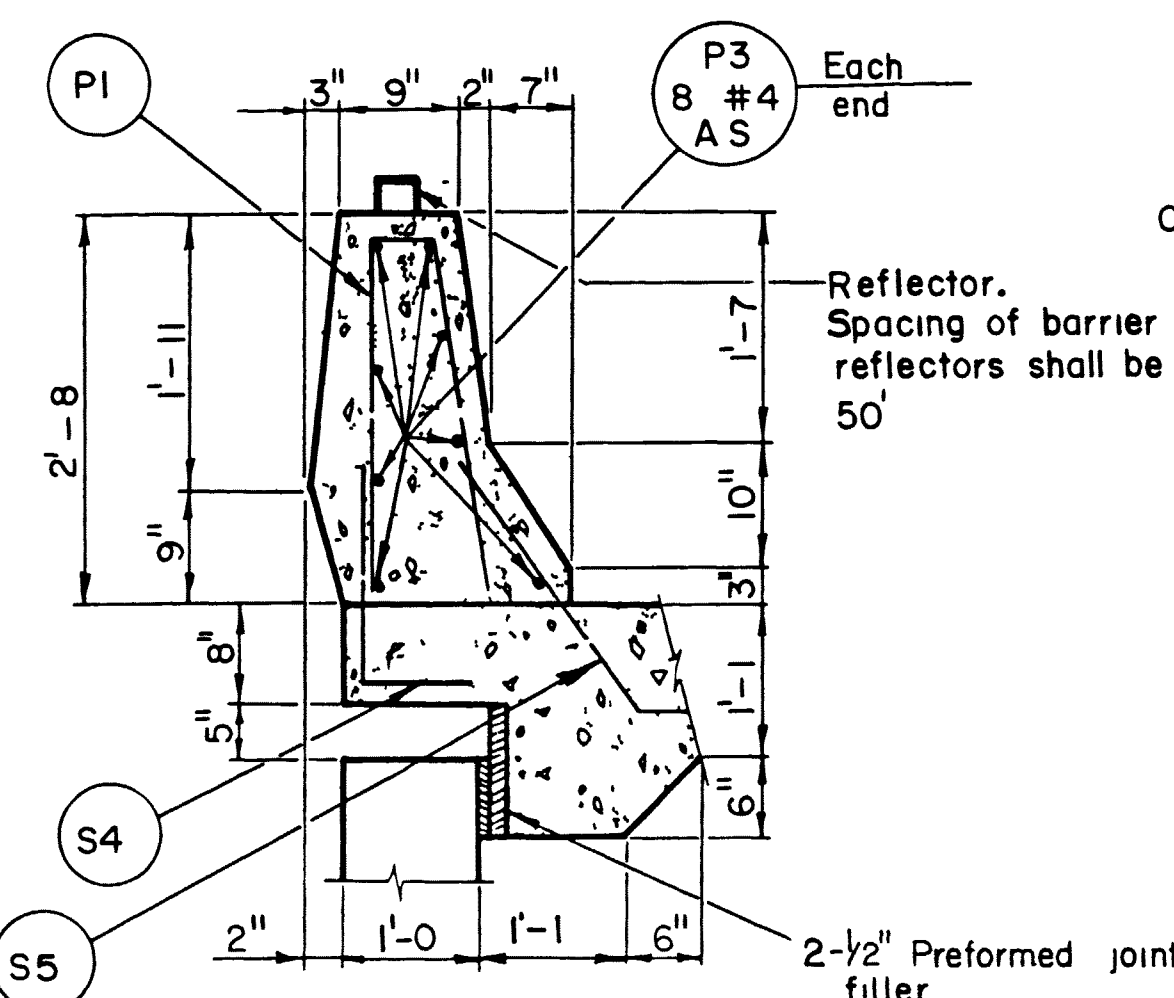


SECTION A-A

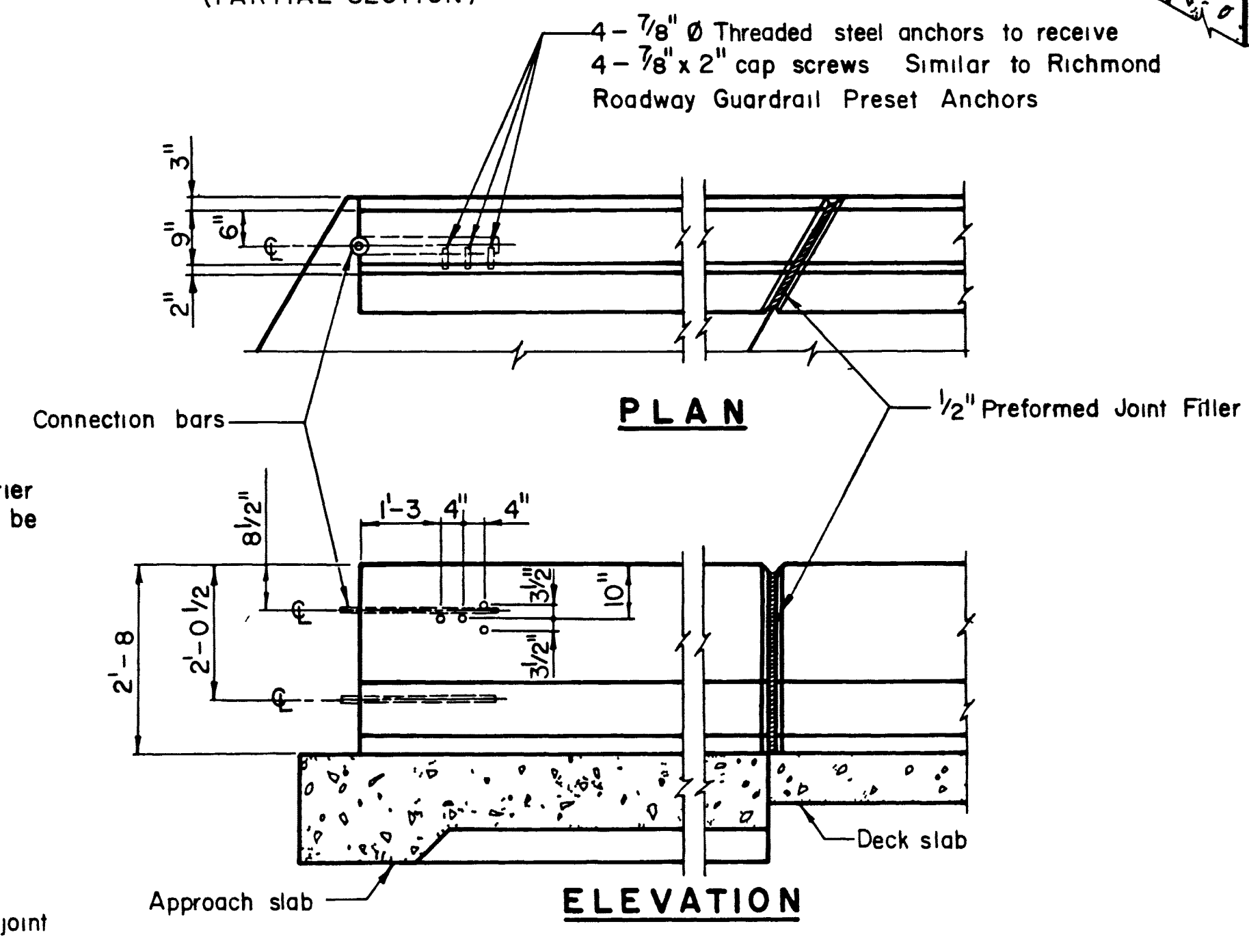


FALSE OPENING

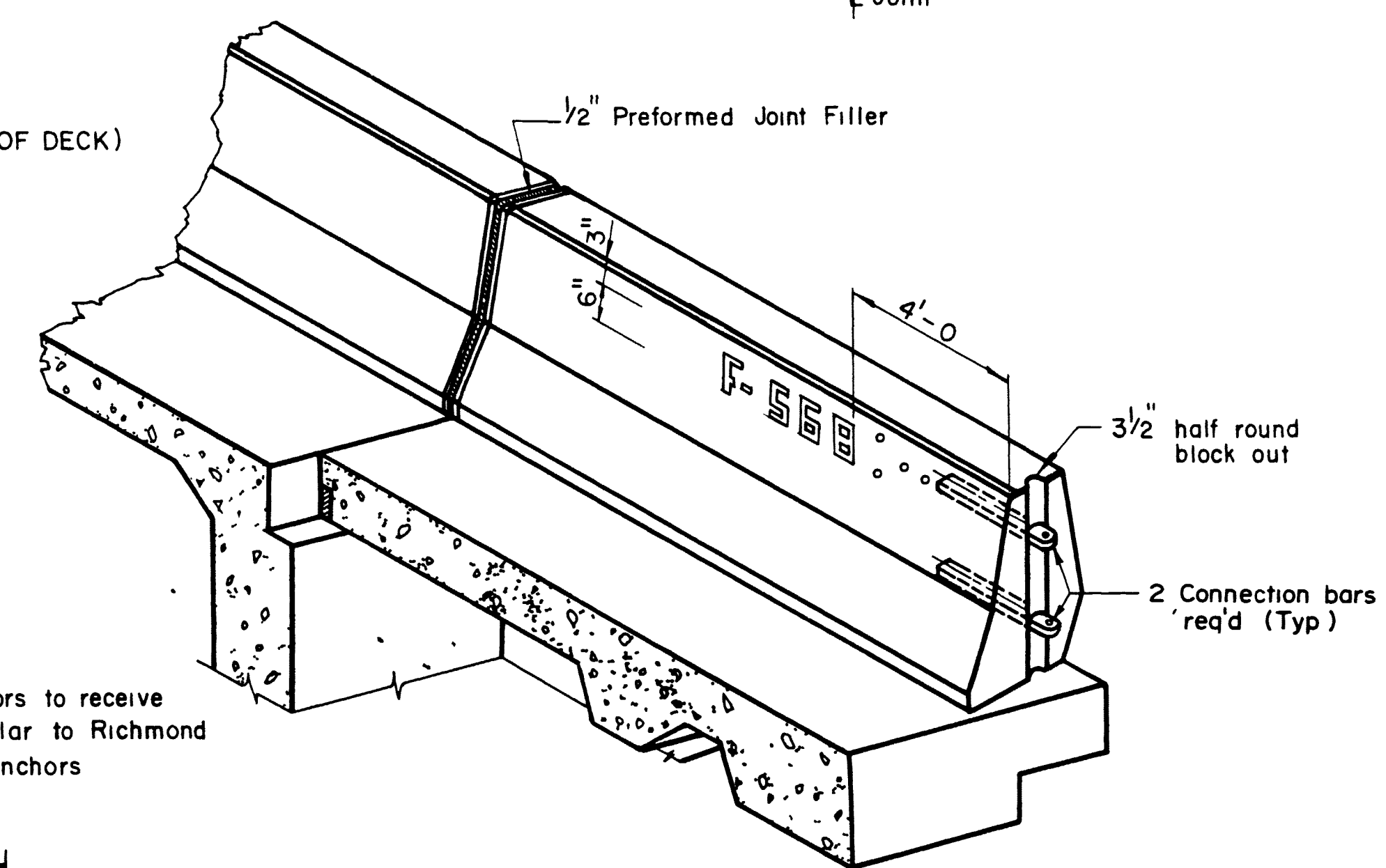
(PARTIAL SECTION)



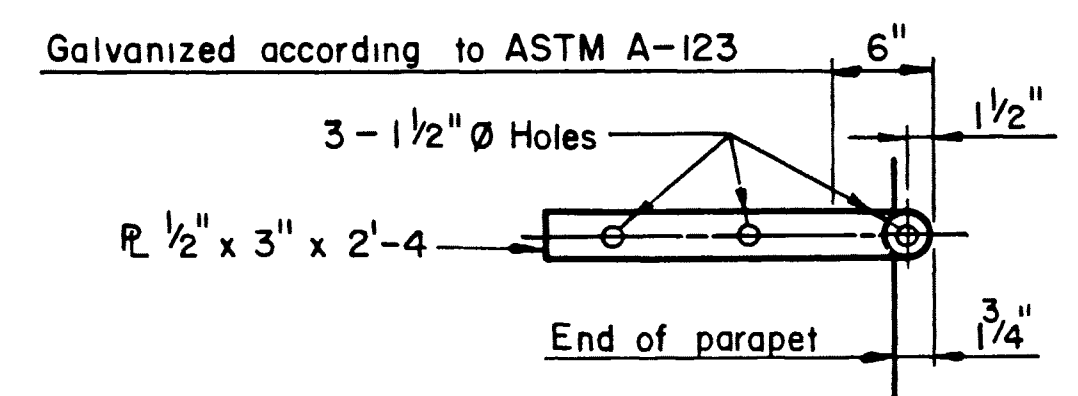
SECTION B-B



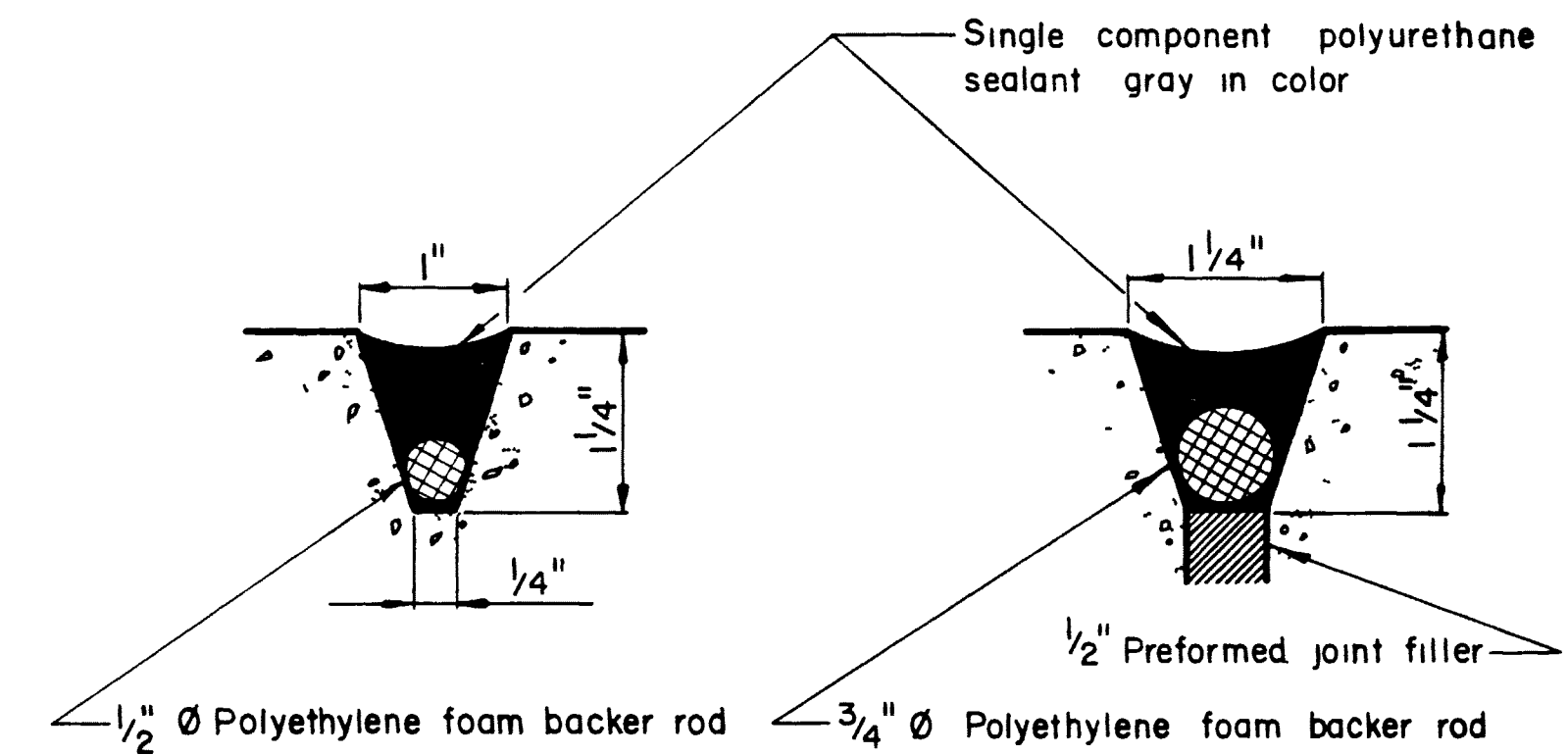
PARAPET END DETAILS



ISOMETRIC



CONNECTION BAR DETAIL

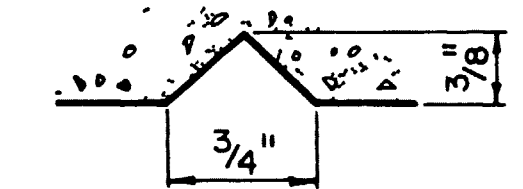


DETAIL C

DETAIL D

GENERAL NOTES

- 1 All reinforcing steel splices shall be alternated
- 2 Cover to reinforcing steel shall be 1 1/2" min unless noted otherwise
- 3 Sealant and foam backer rod shall extend from deck to top of parapet on the inside parapet face, and across top of parapet
- 4 Place contraction joint on sides and top of parapet
- 5 Drawing number to be located on right-hand side of approach parapet



TYPICAL SECTION THRU DRWG. NUMBER

Concrete Quantities for all parapets
268 Cu Yds Class AA (AE)

UTAH DEPARTMENT OF TRANSPORTATION SALT LAKE CITY UTAH STRUCTURES DIVISION			
PARAPET DETAILS			
DESIGN <i>TJW 2-19-90</i>	CHECK <i>GV 7/14/95</i>	STATION 1088+35.00	
DRAWN <i>BY 5-11-90</i>	CHECK <i>TJW 5-24-90</i>	COUNTY	
QUANT <i>BY 5-11-90</i>	CHECK <i>TJW 5-24-90</i>	PROJECT NUMBER	
APPROVAL RECOMM <i>7/12/90</i>	DATE <i>7/12/90</i>	SHT 12 OF 13	
APPROVED <i>7-19-90</i>	DATE <i>7-19-90</i>	PROJECT NUMBER RS-0540(1)	
NO	BY	DATE	REMARKS
REVISIONS			

MARK	LOCATION	SIZE NO.	NO. BARS	LENGTH	TOTAL LENGTH	SKETCH		
						A	B	C
A1	ABUTMENT	5	260	15'-1	3921'-8	2'-5	6'-4	6'-4
A2	ABUTMENT	5	260	4'-5	1148'-4	2'-5	1'-0	1'-0
A3	ABUTMENT	5	12	55'-3	663'-0			
A4	ABUTMENT	5	32	7'-4	234'-8			
A5	ABUTMENT	5	24	18'-6	444'-0			
A6	ABUTMENT	5	40	8'-8	346'-8			
A7	ABUTMENT	5	40	4'-5	176'-8			
A8	ABUTMENT	5	40	4'-5	176'-8			
A9	ABUTMENT	5	8	14'-11	119'-4			
A10	ABUTMENT	9	16	57'-9	924'-0			
A11	ABUTMENT	5	28	18'-11	529'-8			
A12	ABUTMENT	5	12	48'-8	584'-0			
A13	ABUTMENT	9	16	53'-7	857'-4			
S1	OECK	5	144	48'-6	6984'-0			
S2	OECK	5	143	74'-0	10582'-0			
S3	DECK	7	198	10'-0	1980'-0			
S4	DECK	5	170	2'-6	425'-0			
S5	DECK	5	170	2'-10	481'-8			
S6	DECK	5	60	6'-0	360'-0			

MARK	LOCATION	SIZE	NO.	LENGTH	TOTAL LENGTH	SKETCH					
						A	B	C	O	E	F
S7	DECK	5	105	43'-0	4515'-0	41'-9	1'-3	1'-3	41'-9	35	3
S8	DECK	5	35	50'-2	1755'-10	45'-4	4'-10	4'-10	45'-4	35	1
S9	OECK	5	16	53'-5	854'-8						
S10	OECK	5	144	42'-5	6108'-0						
S11	OECK	5	16	50'-6	808'-0						
O1	OIAPHRAGM	4	24	6'-7	158'-0						
D2	OIAPHRAGM	6	24	6'-7	158'-0						
D3	OIAPHRAGM	4	84	7'-3	609'-0						
D4	OIAPHRAGM	9	11	6'-0	66'-0						
D5	OIAPHRAGM	5	120	5'-9	690'-0						
D6	OIAPHRAGM	5	10	53'-11	539'-2						
O7	OIAPHRAGM	5	200	8'-1	1616'-8						
D8	OIAPHRAGM	5	260	4'-2	1083'-4						
D9	OIAPHRAGM	5	10	50'-4	503'-4						
AS1	APPR SLAB	5	46	50'-6	2323'-0						
AS2	APPR SLAB	5	176	24'-8	4341'-4						
AS3	APPR SLAB	5	172	7'-9	1333'-0						
AS4	APPR SLAB	7	6	54'-7	327'-6						
AS5	APPR SLAB	7	224	24'-8	5525'-4						
AS6	APPR SLAB	5	46	49'-3	2265'-6						
AS7	APPR SLAB	7	6	50'-5	302'-6						
AS8	APPR SLAB	5	46	53'-5	2457'-2						
AS9	APPR SLAB	5	46	52'-2	2399'-8						
CB1	SLAB ORAIN	5	12	9'-4	112'-0						

MARK	LOCATION	SIZE	NO.	LENGTH	TOTAL LENGTH	SKETCH		
						A	B	C
CB2	SLAB DRAIN	5	4	11'-4	45'-4			
CB3	SLAB DRAIN	5	4	2'-6	10'-0			
P1	PARAPET	5	170	5'-3	892'-6			
P2	PARAPET	4	16	73'-8	1178'-8	71'-6	2'-2	1
P3	PARAPET	4	32	26'-8	853'-4	24'-6	2'-2	1

SUMMARY OF EPOXY COATED BARS

2799'-0	OF NUMBER	4	BARS AT 0.668 LBS/FT =	1869.7 LBS
61830'-10	OF NUMBER	5	BARS AT 1.043 LBS/FT =	64489.6 LBS
158'-0	OF NUMBER	6	BARS AT 1.502 LBS/FT =	237.3 LBS
8135'-4	OF NUMBER	7	BARS AT 2.044 LBS/FT =	16628.6 LBS
1847'-4	OF NUMBER	9	BARS AT 3.400 LBS/FT =	6280.9 LBS
TOTAL				89506.0 LBS

NOTES:

ALL BARS ARE EPOXY COATED.

REINFORCING STEEL DIMENSIONS ARE OUT TO OUT OF BAR UNLESS OTHERWISE SPECIFIED.

SPLICES MAY BE OMITTED AT FABRICATORS OPTION...HOWEVER, IN SUCH CASE, FABRICATOR ASSUMES RESPONSIBILITY FOR FIT.

SPLICE A10 TO A13 WITH A MECHANICAL BUTT SPLICE (SEE SECTION 508.07 OF SPECIFICATIONS)

NO.	BY	DATE	REMARKS
REVISIONS			

DESIGN	TJW	6-29-90	CHECK	GJZ	7/14/90
DRAWN	TJW	6-28-90	CHECK	JTM	6-29-90
QUANT.	TJW	6-29-90	CHECK	JTM	6-29-90
APPROVAL	DATE	7/2/90	DATE	7/17/90	
RECOMM.	DATE	7/2/90	DATE	7/17/90	
APPROVED	DATE	7/2/90	DATE	7/17/90	
RECOMM.	DATE	7/2/90	DATE	7/17/90	
PROJECT NUMBER	RS-0540 (1)				
STATION	1088+35.00				
CACHE	13 OF 13				

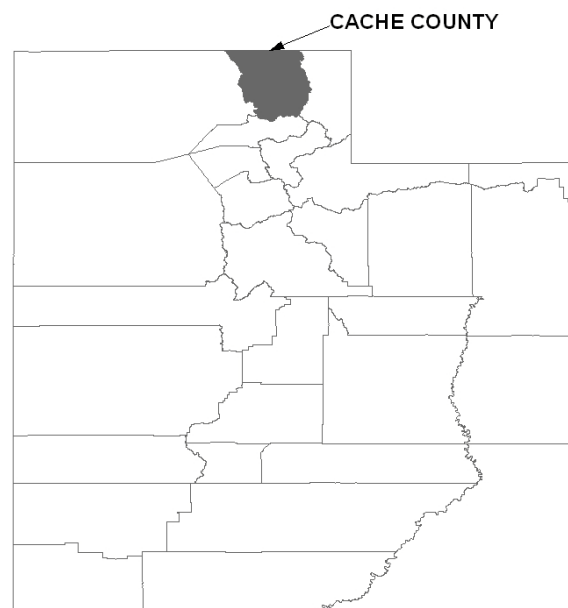
APPENDIX D - FLOOD LEVEL ANALYSIS CALCULATIONS

FLOOD INSURANCE STUDY



CACHE COUNTY, UTAH AND INCORPORATED AREAS

Community Name	Community Number
AMALGA, TOWN OF	490013
CACHE COUNTY (UNINCORPORATED AREAS)	490012
CLARKSTON, TOWN OF	490014
CORNISH, TOWN OF	490015
HYDE PARK, TOWN OF	490016
HYRUM, CITY OF	490017
LEWISTON, CITY OF	490018
LOGAN, CITY OF	490019
MENDON, CITY OF	490020
MILLVILLE, TOWN OF	490021
NEWTON, TOWN OF	490022
NIBLEY, TOWN OF	490023
NORTH LOGAN, CITY OF	490024
PARADISE, TOWN OF	490025
PROVIDENCE, CITY OF	490226
RICHMOND, CITY OF	490027
RIVER HEIGHTS, CITY OF	490240
SMITHFIELD, CITY OF	490029
TRENTON, TOWN OF	490030
WELLSVILLE, CITY OF	490031



EFFECTIVE DATE: MAY 24, 2011

Federal Emergency Management Agency

FLOOD INSURANCE STUDY NUMBER

49005CV000A



NOTICE TO

FLOOD INSURANCE STUDY USERS

Communities participating in the National Flood Insurance Program have established repositories of flood hazard data for floodplain management and flood insurance purposes. This Flood Insurance Study (FIS) may not contain all data available within the repository. It is advisable to contact the community repository for any additional data.

Part or all of this FIS may be revised and republished at any time. In addition, part of this FIS may be revised by the Letter of Map Revision process, which does not involve republication or redistribution of the FIS report. It is, therefore, the responsibility of the user to consult with community officials and to check the community repository to obtain the most current FIS report components.

Selected Flood Insurance Rate Map panels for this community contain information that was previously shown separately on the corresponding Flood Boundary and Floodway Map panels (e.g., floodways, cross sections). In addition, former flood hazard zone designations have been changed as follows:

<u>Old Zone(s)</u>	<u>New Zone</u>
A1 through A30	AE
B	X
C	X

Initial Countywide FIS Effective Date: May 24, 2011

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1.2 Authority and Acknowledgments	1
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EXHIBITS

Exhibit 1 - Flood Profiles

Blacksmith Fork	Panels 01P-04P
Logan River	Panels 05P-12P
Logan River - Without Consideration of Levee	Panel 13P
Spring Creek – City of Providence	Panels 14P-21P

Exhibit 2 - Flood Insurance Rate Map Index Flood Insurance Rate Map

FLOOD INSURANCE STUDY CACHE COUNTY, UTAH, AND INCORPORATED AREAS

1.0 INTRODUCTION

1.1 Purpose of Study

This Flood Insurance Study investigates the existence and severity of flood hazards in the geographic area of Cache County, Utah, including the Cities of Hyrum, Lewiston, Logan, Mendon, North Logan, Providence, Richmond, River Heights, Smithfield and Wellsville; the Towns of Amalga, Clarkston, Cornish, Hyde Park, Millville, Newton, Nibley, Paradise, and Trenton, and the unincorporated areas of Cache County (hereinafter referred to collectively as Cache County), and aids in the administration of the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973. This study has developed flood risk data for various areas of the community in its efforts to promote sound floodplain management. Minimum floodplain requirements for participation in the National Flood Insurance Program (NFIP) are set forth in the Code of Federal Regulations at 44 CFR, 60.3.

In some states or communities, flood plain management criteria or regulations may exist that are more restrictive or comprehensive than the minimum Federal requirements. In such cases, the more restrictive criteria take precedence and the State (or other jurisdictional agency) shall be able to explain these requirements and criteria.

1.2 Authority and Acknowledgments

The source of authority for this Flood Insurance Study is the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973.

The original detailed and approximate hydrologic and hydraulic analyses for this study were performed by Rollins, Brown and Gunnell, Inc., for FEMA under Contract No. H-4593. This study was completed in January 1982.

The updated approximate hydrologic and hydraulic analyses for this study were performed by Michael Baker, Jr., Inc., for FEMA under Contract No. HSFEHQ-04-D-0025, task order number HSFE08-05-J-002. This study was completed in December 2009.

1.3 Coordination

Streams requiring detailed study were discussed at a meeting attended by representatives of FEMA, the study contractor, and the city on August 3, 1979. Results of the hydrologic analysis were sent to the U.S. Army Corps of Engineers (COE), the city, and FEMA for review and comment in June 1981. Copies of the work maps showing flood plain delineations were sent to FEMA and the city in February 1982, and a meeting with FEMA and the city was held on February 19, 1982, for discussion and review. The work maps were revised according to the results of the meeting. The final community coordination meeting was held on November 14, 1983, and was attended by representatives of FEMA, the study contractor, and the city. No significant problems were raised at the meeting.

The COE, the U.S. Soil Conservation Service (SCS), the U.S. Geological Survey (USGS), and the Utah Water Research Laboratory (UWRL) were contacted to obtain any information which would be helpful in flood plain delineation.

The results of this countywide study were reviewed at the final Consultation Coordination Officer (CCO) meeting held on February 18, 2010, and attended by representatives of FEMA, the State of Utah, local public entities and the study contractor. All problems raised at that meeting have been addressed in this study.

2.0 **AREA STUDIED**

2.1 Scope of Study

This FIS report covers the geographic area of Cache County, Utah, including the incorporated areas listed in Section 1.1.

Streams studied by detailed methods were: Logan River, from its emergence from Logan Canyon at State Dam to the Logan corporate limits at 1000 West Street; Spring Creek, from its confluence with Logan River upstream to the Logan corporate limits; and Blacksmith Fork, from its confluence with Logan River upstream to the Logan corporate limits.

The areas studied by detailed methods were selected with priority given to all known flood hazard areas and areas of projected priority development or proposed construction through August 1984.

All other flood hazards within the County were studied by approximate methods.

2.2 Community Description

Cache County, with an area of 1,165 square miles, is located in north-central Utah. The population of Cache County based on the 2000 Census was 91,391 (Reference 1). The populations of the incorporated communities of Cache County are listed in Table 1.

Table 1. Populations of Incorporated Communities in Cache County

Community	1990 Census Population	2000 Census Population
Amalga, Town of	366	427
Clarkston, Town of	645	688
Cornish, Town of	205	259
Hyde Park, Town of	2,190	2,955
Hyrum, City of	4,829	6,316
Lewiston, City of	1,532	1,877
Logan, City of	32,762	42,670
Mendon, City of	684	898
Millville, Town of	1,202	1,507
Newton, Town of	659	699
Nibley, Town of	1,167	2,045
North Logan, City of	3,768	6,163
Paradise, Town of	561	759
Providence, City of	3,344	4,377
Richmond, City of	1,955	2,051
River Heights, City of	1,274	1,496
Smithfield, City of	5,566	7,251
Trenton, Town of	464	449
Wellsville, City of	2,206	2,728

The City of Logan has a population of approximately 42,670 (Reference 1), and is situated in the central portion of Cache County in Cache Valley between the Bear River and the Wasatch Mountains, in northern Utah. The communities of Smithfield and North Logan lie to the north of the city, while River Heights and Providence lie to the south. North Logan and River Heights share common borders with Logan.

Cache Valley is part of the Bear River Basin, which in turn is located in the Great Salt Lake subbasin of the Great Basin. The three major streams in the study area are Spring Creek, Blacksmith Fork, and the Logan River. Spring Creek and Blacksmith Fork are tributaries to the Logan River, while the Logan River is a tributary to the Bear River. All three streams have their headwaters in the Bear River Mountain Range to the east. The streams originate from snowfed springs in the canyons before emerging into the valley area. Blacksmith Fork and Spring Creek have drainage areas of 287 and 19.9 square miles, respectively, at their confluences with the Logan River. The Logan River has a total drainage area of 524 square miles at the Mendon Road bridge.

Elevations of the watersheds range from above 9,000 feet in the mountains down to approximately 4,500 feet in the valley. Precipitation varies from 16 inches at Logan to 50 inches annually in the high elevations. Winter precipitation usually occurs as snow with the normal annual snowpack ranging from 6 to 8 feet in the mountains. Precipitation in the summer usually originates from high-intensity thunderstorms.

Vegetation in the area varies significantly with elevation, slope, and aspect. Subalpine vegetation can be found on the highest elevations, aspen and conifer forest in the high to middle elevations, and oak and sagebrush in the middle to lower elevations. On south-facing slopes, the oak brush may extend into the higher elevations, while on north-facing slopes, the aspen and conifers may extend into the lower elevations. Many of the south-facing slopes are semiarid, while the north-facing slopes support thick stands of timber and underbrush. Native vegetation in the valley area consists of sage and native grasses with stands of cottonwoods and willows along the stream courses.

Extensive residential development has occurred along the Logan River within the corporate limits of the city; there has been some encroachment on the flood plain, particularly in what is known locally as the Island area. Development along the lower reaches of the Logan River has been limited to farmland and pasture, with a few scattered homes near the river. Past development along Blacksmith Fork and Spring Creek has been limited primarily to farmland and pasture, with scattered farmhouses and barns; however, some development of land near the lower reaches of these streams has occurred recently.

2.3 Principal Flood Problems

Flooding in the Logan area can result from heavy spring snowmelt runoff, from rain falling on snow or frozen ground, or from summer cloudburst storms. All three types of flooding have been reported in the Cache Valley area in the past. The larger floods in this century on both the Logan River and Blacksmith Fork have resulted from spring snowmelt runoff. The largest recorded flood on both occurred in the spring of 1907. The Logan River had a recorded peak discharge of 2,450 cubic feet per second (cfs) at the mouth of Logan Canyon, while Blacksmith Fork had a recorded peak discharge of 1,900 cfs just upstream from its canyon mouth. These peak discharges were no coincident peaks. The 1907 flood was equivalent to approximately the 100-year flood on both streams. A flood in the spring of 1971 on the Logan River flooded backyards of residences adjacent to the river; sandbagging was required. This flood had a recorded peak discharge of 1,680 cfs at the canyon mouth and 1,980 cfs at the Mendon Road bridge. The flood had an estimated return period of approximately 10 years. Flooding on Blacksmith Fork in 1971 was minor and caused little damage. The Logan and Blacksmith Fork Rivers most recently reached

flood stage in 2005. The peak discharge recorded at USGS Gage Station 10109000 located along the Logan River above the State Dame was 1,260 cfs. The peak discharge recorded at USGS Gage Station 10113500 for the Blacksmith Fork River for the 2005 event is 1,570 cfs. Other storm events of note are the 1983, 1984 and 1997 events.

Spring Creek is an ungaged stream and information regarding past floods on this stream is very limited. The only flood which has been documented on this stream occurred on August 19, 1959, as a result of a heavy cloudburst. The USGS (Reference 2) estimated a peak discharge of 175 cfs at the canyon mouth, which is approximately equivalent to a 15-year flood. The storm caused flooding and damage in the City of Providence, but there were no reports of damage in the City of Logan.

Cloudbursts are an important source of flooding on Spring Creek at the canyon mouth; however, since these floods generally have a small volume, much of the floodwater dissipates before reaching the corporate limits of Logan. Snowmelt or rain-on-snow is felt to be the more critical cause of floods on Spring Creek within the corporate limits.

2.4 Flood Protection Measures

There are diversion dams that have been constructed on the Logan and Blacksmith Fork Rivers, but these structures have little impact upon the flooding potential for both rivers.

Following the 1971 flood, the COE improved the channel of the Logan River from Main Street to 600 West Street. The carrying capacity of the channel was increased by removal of silt and gravel from the channel and forming low levees. These levees will contain the 1- and 0.2-percent-annual chance flood events, but with a freeboard of less than one foot in some places. FEMA guidelines require three feet of freeboard for the 1-percent-annual chance flood event for artificial levees; thus, the levees were assumed to be ineffective in the analysis. The COE and County also conducted a dredging project in 1997 on the Blacksmith Fork River to improve the conveyance of the waterway.

A levee constructed along the channel of Blacksmith Fork immediately upstream of the Union Pacific Railroad bridge protects a subdivision from the floodwaters of Blacksmith Fork. The levee was evaluated for the “with” and “without” levee condition and it was determined that the two scenarios produced nearly identical water surface elevations. The levees were assumed to be ineffective in the analysis.

There are no other flood control facilities affecting the city authorized or under investigation at the present time. However, nonstructural measures

of flood protection are being utilized to aid in the prevention of future flood damage. These are in the form of land use regulations which control building within the 1-percent-annual-chance event floodplain.

3.0 ENGINEERING METHODS

For the flooding sources studied by detailed methods in the community, standard hydrologic and hydraulic study methods were used to determine the flood-hazard data required for this study. Flood events of a magnitude that is expected to be equaled or exceeded once on the average during any 10-, 50-, 100-, or 500-year period (recurrence interval) have been selected as having special significance for floodplain management and for flood insurance rates. These events, commonly termed the 10-, 50-, 100-, and 500-year floods, have a 10-, 2-, 1-, and 0.2-percent chance, respectively, of being equaled or exceeded during any year. Although the recurrence interval represents the long-term, average period between floods of a specific magnitude, rare floods could occur at short intervals or even within the same year. The risk of experiencing a rare flood increases when periods greater than 1 year are considered. For example, the risk of having a flood that equals or exceeds the 1-percent-annual-chance flood in any 50-year period is approximately 40 percent (4 in 10); for any 90-year period, the risk increases to approximately 60 percent (6 in 10). The analyses reported herein reflect flooding potentials based on conditions existing in the community at the time of completion of this study. Maps and flood elevations will be amended periodically to reflect future changes.

3.1 Hydrologic Analyses

Hydrologic analyses were carried out to establish the peak discharge frequency relationships for floods of the selected recurrence intervals for each flooding source studied in detail in the community.

Detailed Analyses

Both the Logan and Blacksmith Fork Rivers have adequate gaging records for flood-frequency analyses. Frequency analyses were conducted in accordance with the U.S. Water Resources Council Guidelines, Bulletin 17A (Reference 3). The log-Pearson Type III probability distribution was assumed and a regional skew of -0.2 was used in calculations. The Logan River above the State Dam stream gage is located at the upstream limit of the study area and has more than 100 years of record while the Logan River below Blacksmith Fork stream gage is located only a few miles downstream of the study area and has more than 25 years of record. Thus, frequency estimates for the Logan River could be obtained directly from stream gaging records. The 10-percent-chance flood event flood discharge was found to be somewhat larger at the downstream stream gage; however, the 2-, 1- and 0.2-percent-chance flood event discharges were

slightly less. This decrease in the flood peak is most likely due to the attenuating effect of the wide flood plain in the valley area.

The Blacksmith Fork above the Utah Power and Light Company dam stream gage has over 90 years of record, but is located approximately 9 miles upstream from the study area. Therefore, it was necessary to transfer the flood-frequency estimates at the stream gage downstream to the study area. A 1971 USGS open file Report (Reference 4) which provides statistical regression equations relating watershed area and mean elevation to peak discharge for streams in Utah, was used for this transfer.

Spring Creek is the only ungaged stream in the study area. Three different methods for flood-frequency estimation on ungaged streams in the Logan Region were used to estimate the 10-percent-chance flood event for Spring Creek. Two of these methods were developed by the USGS (References 4 and 5) using statistical regressions relating parameters such as area and mean elevation to peak discharge.

The third method used was recently adopted by the Federal Highway Administration (Reference 6) for the design of bridges and culverts. This method also employs statistical regression to relate parameters such as area, change in elevation, and rainfall with peak discharge.

All three regional methods result in adequate predictions of the 10-percent-annual-chance flood event and can be used to obtain estimates up to the 2-percent-chance flood event. However, predictions of the 2-percent-chance flood event vary to some extent between methods. The FHWA method is the only one which can be used to estimate floods greater than the 2-percent-chance flood event. Estimates for the 10-, 4-, and 2-percent-chance flood events as predicted by the three regional methods were plotted on log-normal probability paper along with a 100-year flood estimate obtained using only the FHWA method. A best fit curve was then drawn through the 10- and 4-percent-chance flood events using the regional skew of -0.2 for extrapolation to the 2-, 1- and 0.2-percent-chance flood events. The best fit curve followed quite closely the estimates obtained from the FHWA method for the 2- and 1-percent-chance flood events.

The peak discharge for the Dry Canyon reach was taken the “Dry Canyon Hydrologic Modeling, Sediment Yield and Sediment Transport Analyses, Logan, Utah” report dated October 2006 and prepared by Anderson Consulting Engineers (Reference 7). A HEC-HMS rainfall-runoff hydrologic model was completed to determine the 1-percent-chance-annual flood event for Dry Canyon. The result of the hydrologic modeling, 640 cfs, was then increased by 11% to accommodate for the calculated sediment transport passing through the debris basin. The resulting bulked 1-percent-chance flood event flow of 710 cfs was then

used within the hydraulic analysis for the Dry Canyon storm sewer system.

A summary of drainage area-peak discharge relationships for each stream studied using detailed analyses is shown in Table 2.

Table 2. Summary of Discharges

Flooding Source and Location	Drainage Area (Square Miles)	Peak Discharges (Cubic Feet Per Second)			
		10- Percent- Annual- Chance	2- Percent- Annual- Chance	1- Percent- Annual- Chance	0.2- Percent- Annual- Chance
Dry Creek					
At Debris Basin Inlet	3.6	-- ¹	-- ¹	710	-- ¹
Logan River					
At State Dam	218	1,670	2,170	2,380	2,880
At Mendon Road	524	1,710	2,130	2,300	2,710
Spring Creek					
At US Highway 89-91	19.9	160	260	300	420
Blacksmith Fork					
At Confluence with Logan River	287	1,070	1,700	2,000	2,750

¹ Data not available

Approximate Analyses

Peak discharges for the streams studied by approximate methods can be found in the December 2009 hydrologic study report performed by Michael Baker, Jr., Inc. (Reference 8). The analysis was completed using regression equations derived in USGS Fact Sheet 124-98 (Reference 9). USGS topographic maps were used to create drainage basins.

3.2 Hydraulic Analyses

Detailed Analyses

Analyses of the hydraulic characteristics of the flooding sources studied in detail in Logan were carried out to provide estimates of the elevations of floods of selected recurrence intervals along each of the flood sources.

Cross sections used for the backwater analyses of the streams studied were obtained by actual field survey. All bridges, dams, and culverts were field checked to obtain elevation data and structural geometry. Locations of selected cross sections used in the hydraulic analyses are shown on the Flood Profiles.

Channel roughness factors (Manning's "n") used in the hydraulic computations were chosen by engineering judgment and based on field observations of the streams and flood plain areas. Roughness values for the main channels and flood plain areas of flood sources are listed in Table 3. Values shown apply to all flood events. Additionally, the roughness values represent the values that were used in the original hydraulic analyses and do not reflect changes that may have occurred since the original studies were completed.

Table 3. Manning's "n" Values

Flooding Source	Roughness Factor (Manning's "n" Values)	
	Main Channel Values	Floodplain Values
Logan River	0.033 - 0.045	0.035 - 0.080
Spring Creek	0.024 - 0.040	0.035 - 0.060
Blacksmith Fork	0.035 - 0.043	0.045 - 0.060

Water-surface elevations of floods of the selected recurrence intervals for the detailed study streams were computed by the use of the COE HEC-2 step-backwater computer program (Reference 10). Flood profiles for the selected recurrence intervals were drawn showing the computed water-surface elevation. Starting water-surface elevations for Spring Creek and the Logan River were determined by normal depth calculations. The starting water-surface elevation for Blacksmith Fork was assumed at critical depth since normal depth calculations were in the supercritical flow regime. Elevation reference marks used in the study are shown on the maps.

Since the freeboard for the levees located between the Union Pacific Railroad and the Main Street bridge along the Logan River and immediately upstream of the Union Pacific Railroad along Blacksmith Fork do not meet FEMA standards, it was necessary to evaluate the effect of the levees on water-surface elevations for two opposing conditions. First, it was assumed that the levee would hold during a major flood and water-surface elevations were computed accordingly. Second, it was assumed the levee would not hold and water-surface elevations were computed as if the levee did not exist. Both analyses were used in mapping the flood plain in these areas. For Blacksmith Fork, the two conditions produced nearly identical water surface elevations and a

separate water surface elevation profile was not deemed to be necessary; whereas, for the Logan River water-surface elevations computed for the first condition were significantly higher than those computed for the second condition and a separate water surface elevation profile for the without consideration of the levee scenario has been included.

The hydraulic analyses for this study were based on unobstructed flow with two exceptions. A culvert on Spring Creek at a field driveway located approximately 400 feet upstream from U.S. 89-91 was assumed to be 50 percent obstructed. This culvert was obstructed at the time of the field survey and is likely to be obstructed at the time of a major flood. The second exception to the assumption of unobstructed flow was at the Union Pacific Railroad bridge over the Logan River approximately 0.3 mile upstream from 600 West Street. This bridge was assumed to be 30 percent obstructed since it is prone to the collection of debris against its piers. The flood elevations shown on the profiles are thus considered valid only if the hydraulic structures, and other than those listed above, remain unobstructed, operate properly, and do not fail.

The results from the hydraulic analysis for the Dry Canyon Watershed Improvement Project which was prepared in December 2008 by Carollo Engineers were incorporated into the DFIRM (Reference 11). The analysis included a detailed hydraulic analysis for the Dry Canyon debris basin and storm sewer within the City of Logan. The hydraulic analysis was performed using XPSWMM Version 10.6.2 and shows that the storm sewer system contains the 1%-annual-chance event the entire length of the system from the Dry Canyon Debris Basin to the outfall at the Logan River.

Approximate Analyses

An approximate hydraulic analysis was performed on approximately 250 total stream miles by Michael Baker, Jr., Inc. in December 2009 (Reference 8). USACE's HEC-RAS version 3.1.3 computer program was used to perform the hydraulic analyses. The following is a summary of the streams that were restudied by approximate methods: Wide Hollow, portions of Little Bear River, Wide Hollow Tributary 2, Wide Hollow Tributary 3, a portion of Wide Hollow Tributary 1, a portion of Spring Creek, a portion of Blacksmith Fork, Millville Canyon, Left Hand Fork, Bear River, Bear River Tributary 1, Bear River Tributary 3, Bear River Tributary 4, Cub River, Cub River Tributary 1, Cub River Tributary 2, Worm Creek, Worm Creek Tributary 1, Myler Creek, Clay Slough, Clarkston Creek, City Creek, Bear River, Al Archibald Hollow and Al Archibald Hollow Tributary 1.

The previous effective floodplain information was used for the streams that were not restudied in the new analysis.

3.3 Vertical Datum

All FIS reports and FIRMs are referenced to a specific vertical datum. The vertical datum provides a starting point against which flood, ground, and structure elevations can be referenced and compared. Until recently, the standard vertical datum used for newly created or revised FIS reports and FIRMs was the National Geodetic Vertical Datum of 1929 (NGVD). With the completion of the North American Vertical Datum of 1988 (NAVD), many FIS reports and FIRMs are now prepared using NAVD as the referenced vertical datum.

The vertical datum offset values used for this countywide study are included in Table 4, “Vertical Datum Offset Table.”

Table 4. Vertical Datum Offset Table

<u>Flooding Source</u>	<u>Vertical Datum Offset (ft)</u>
Blacksmith Fork	3.56
Logan River	3.54
Spring Creek	3.56

Flood elevations shown in this FIS report and on the FIRM are referenced to the NAVD. These flood elevations must be compared to structure and ground elevations referenced to the same vertical datum. For information regarding conversion between the NGVD and NAVD, visit the National Geodetic Survey website at www.ngs.noaa.gov, or contact the National Geodetic Survey at the following address:

Vertical Network Branch, N/CG13
National Geodetic Survey, NOAA
Silver Spring Metro Center 3
1315 East-West Highway
Silver Spring, Maryland 20910
(301) 713-3191

Temporary vertical monuments are often established during the preparation of a flood hazard analysis for the purpose of establishing local vertical control. Although these monuments are not shown on the FIRM, they may be found in the Technical Support Data Notebook associated with the FIS report and FIRM for this community. Interested individuals may contact FEMA to access these data.

To obtain current elevation, description, and/or location information for benchmarks shown on this map, please contact the Information Services Branch of the NGS at (301) 713-3242, or visit their website at www.ngs.noaa.gov.

4.0 FLOODPLAIN MANAGEMENT APPLICATIONS

The NFIP encourages State and local governments to adopt sound floodplain management programs. To assist in this endeavor, each FIS report provides 1-percent-annual-chance floodplain data, which may include a combination of the following: 10-, 2-, 1-, and 0.2-percent-annual-chance flood elevations; delineations of the 1- and 0.2-percent-annual-chance floodplains; and a 1-percent-annual-chance floodway. This information is presented on the FIRM and in many components of the FIS report, including Flood Profiles, Floodway Data tables, and Summary of Stillwater Elevation tables. Users should reference the data presented in the FIS report as well as additional information that may be available at the local community map repository before making flood elevation and/or floodplain boundary determinations.

4.1 Floodplain Boundaries

To provide a national standard without regional discrimination, the 1-percent-annual-chance flood has been adopted by FEMA as the base flood for floodplain management purposes. The 0.2-percent-annual-chance flood is employed to indicate additional areas of flood risk in the community.

The 1-percent-annual-chance floodplain boundaries are shown on the FIRM. On this map, the 1-percent-annual-chance floodplain boundary corresponds to the boundary of the areas of special flood hazards (Zones A, AE, AH, AO, and VE), and the 0.2-percent-annual-chance floodplain boundary corresponds to the boundary of areas of moderate flood hazards. In cases where the 1- and 0.2-percent-annual-chance floodplain boundaries are close together, only the 1-percent-annual-chance floodplain boundary has been shown. Small areas within the floodplain boundaries may lie above the flood elevations, but cannot be shown due to limitations of the map scale and/or lack of detailed topographic data.

For each stream studied in detail, the 1-percent-annual-chance floodplain boundary has been delineated using the flood elevations determined at each cross section. Between cross sections, the boundaries were interpolated using topographic maps at a scale of 1:12,000, with contour intervals of 2 feet (Reference 12).

For this study, the approximate flood boundaries were taken from the Flood Hazard Boundary Maps for the unincorporated areas of Cache County (Reference 13) or from the revised approximate analyses completed by Michael Baker, Jr., Inc. in December 2009 (Reference 8).

For the streams studied by approximate methods, only the 1-percent-annual-chance floodplain boundary is shown on the FIRM.

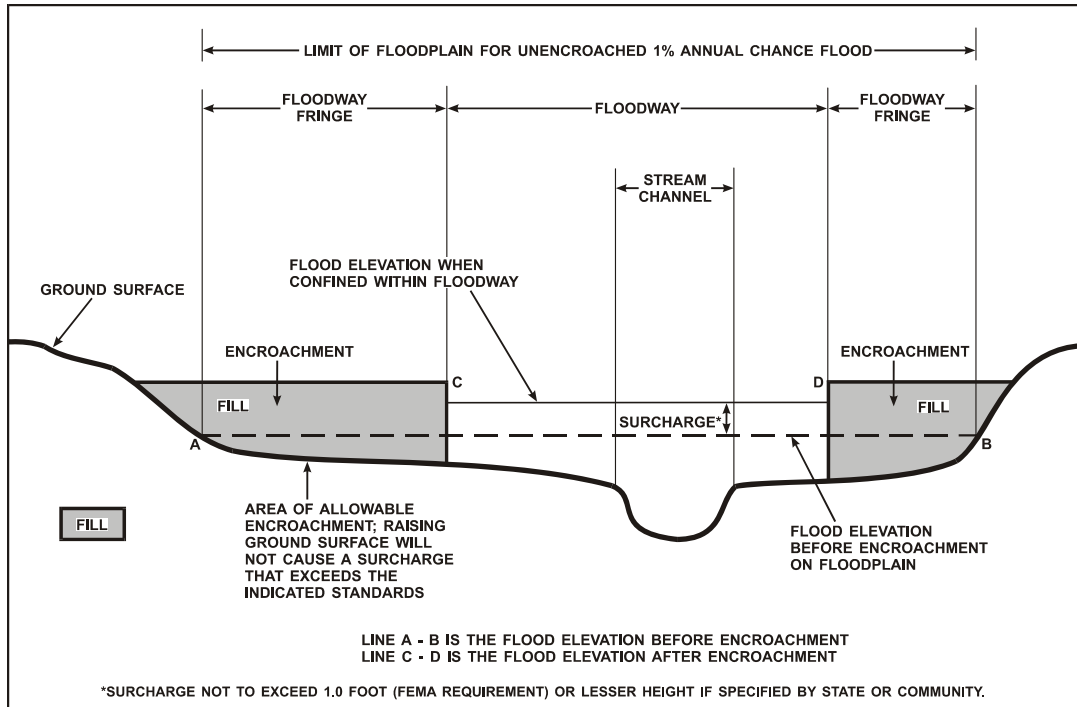
4.2 Floodways

Encroachment on floodplains, such as structures and fill, reduces flood-carrying capacity, increases flood heights and velocities, and increases flood hazards in areas beyond the encroachment itself. One aspect of floodplain management involves balancing the economic gain from floodplain development against the resulting increase in flood hazard. For purposes of the NFIP, a floodway is used as a tool to assist local communities in this aspect of floodplain management. Under this concept, the area of the 1-percent-annual-chance floodplain is divided into a floodway and a floodway fringe. The floodway is the channel of a stream, plus any adjacent floodplain areas, that must be kept free of encroachment so that the base flood can be carried without substantial increases in flood heights. Minimum Federal standards limit such increases to 1 foot, provided that hazardous velocities are not produced. The floodways in this study are presented to local agencies as minimum standards that can be adopted directly or that can be used as a basis for additional floodway studies.

The floodways presented in this study were computed for certain stream segments on the basis of equal-conveyance reduction from each side of the floodplain. Floodway widths were computed at cross sections. Between cross sections, the floodway boundaries were interpolated. The results of the floodway computations are tabulated for selected cross sections (see Table 5, Floodway Data). In cases where the floodway and 1-percent-annual-chance floodplain boundaries are either close together or collinear, only the floodway boundary is shown.

The area between the floodway and 1-percent-annual-chance floodplain boundaries is termed the floodway fringe. The floodway fringe encompasses the portion of the floodplain that could be completely obstructed without increasing the water surface elevation (WSEL) of the base flood more than 1 foot at any point. Typical relationships between the floodway and the floodway fringe and their significance to floodplain development are shown in Figure 1.

Figure 1. Floodway Schematic



FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
BLACKSMITH FORK								
A	765	56	261	7.7	4,471.2	4,471.2	4,471.5	0.3
B ²	3,525	43	103	9.3	4,476.5	4,476.5	4,477.4	0.9
C ²	3,640	59	188	5.1	4,479.7	4,479.7	4,480.3	0.6
D ²	7,690	127	252	3.8	4,491.2	4,491.2	4,492.2	1.0
E ²	8,890	94	149	6.4	4,497.9	4,497.9	4,498.4	0.5
F ²	11,390	60	210	4.5	4,511.0	4,511.0	4,511.4	0.4
G ²	11,474	809	415	4.8	4,512.2	4,512.2	4,513.2	1.0
H ²	11,490	1,326	1,700	1.2	4,512.6	4,512.6	4,513.6	1.0
I ²	11,590	1,388	2,916	0.7	4,512.8	4,512.8	4,513.6	0.8
J ²	12,590	47	182	11.0	4,517.8	4,517.8	4,517.8	0.0
K ²	12,635	32	158	12.7	4,519.0	4,519.0	4,519.0	0.0
L ²	12,684	32	228	8.8	4,521.1	4,521.1	4,521.1	0.0
M ²	12,744	375	1,946	1.0	4,522.7	4,522.7	4,522.7	0.0

¹ Stream Distance in Feet Above Mouth

² Cross Section is not Shown on FIRM. This data is for informational purposes only.

T A B L E 5	FEDERAL EMERGENCY MANAGEMENT AGENCY	FLOODWAY DATA
	CACHE COUNTY, UT (AND INCORPORATED AREAS)	BLACKSMITH FORK

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
LOGAN RIVER								
A ²	28	61	439	5.2	4,431.0	4,431.0	4,432.0	1.0
B ²	1,440	364	843	2.7	4,432.8	4,432.8	4,433.2	0.4
C ²	3,040	68	372	6.2	4,435.3	4,435.3	4,435.6	0.3
D ²	4,190	78	491	4.7	4,437.2	4,437.2	4,438.0	0.8
E ²	6,490	110	488	4.7	4,441.4	4,441.4	4,441.7	0.3
F ²	8,490	60	347	6.6	4,446.2	4,446.2	4,446.6	0.4
G ²	12,440	145	629	3.7	4,454.5	4,454.5	4,455.5	1.0
H ²	13,440	87	460	5.0	4,456.8	4,456.8	4,457.3	0.5
I ²	15,240	95	440	5.2	4,460.9	4,460.9	4,461.1	0.2
J ²	15,340	130	617	3.7	4,461.4	4,461.4	4,461.7	0.3
K ²	15,390	130	623	3.7	4,461.4	4,461.4	4,461.7	0.3
L	15,510	102	600	3.8	4,461.6	4,461.6	4,461.8	0.2
M	17,890	55	307	7.5	4,465.4	4,465.4	4,466.2	0.8
N	18,070	99	452	5.1	4,467.4	4,467.4	4,467.5	0.1
O	19,620	115	471	5.1	4,471.6	4,471.6	4,472.6	1.0
P	19,740	200	1,414	1.7	4,475.0	4,475.0	4,475.8	0.8
Q	23,040	88	361	6.6	4,487.6	4,487.6	4,487.6	0.0
R	24,990	68	219	10.9	4,496.1	4,496.1	4,496.1	0.0
S	27,240	52	318	7.5	4,510.4	4,510.4	4,510.4	0.0
T	27,540	52	251	9.5	4,511.3	4,511.3	4,511.4	0.1
U	28,230	80	316	7.5	4,516.4	4,516.4	4,516.4	0.0
V	28,400	53	263	9.1	4,518.0	4,518.0	4,518.0	0.0
W	30,565	67	309	7.7	4,531.6	4,531.6	4,531.8	0.2
X	30,720	114	419	5.7	4,532.6	4,532.6	4,532.8	0.2
Y	31,570	71	290	8.2	4,536.9	4,536.9	4,536.9	0.0
Z	31,716	55	377	6.3	4,539.8	4,539.8	4,539.8	0.0

¹ Stream distance in feet above Sunday Creek

² Cross Section is not Shown on the FIRM. This data is for informational purposes only.

T A B L E 5	FEDERAL EMERGENCY MANAGEMENT AGENCY	FLOODWAY DATA
	CACHE COUNTY, UT (AND INCORPORATED AREAS)	LOGAN RIVER

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
LOGAN RIVER (CONTINUED)								
AA	33,540	55	199	11.9	4,552.1	4,552.1	4,552.1	0.0
AB	33,720	55	285	8.4	4,557.0	4,557.0	4,557.0	0.0
AC	34,480	54	317	7.5	4,561.7	4,561.7	4,561.7	0.0
AD	34,640	88	256	9.3	4,562.8	4,562.8	4,562.8	0.0
AE	35,600	51	249	9.6	4,572.4	4,572.4	4,572.4	0.0
AF	35,763	80	337	7.1	4,576.5	4,576.5	4,576.5	0.0
AG	36,723	57	295	8.1	4,581.8	4,581.8	4,581.9	0.1
AH	36,773	66	516	4.6	4,590.4	4,590.4	4,591.4	1.0
AI	36,913	71	536	4.4	4,590.6	4,590.6	4,591.6	1.0
AJ	38,790	98	246	9.7	4,601.2	4,601.2	4,601.2	0.0
AK	40,300	67	307	7.8	4,619.1	4,619.1	4,619.1	0.0
AL	42,730	68	198	12.0	4,645.0	4,645.0	4,645.0	0.0
AM	42,900	75	517	4.6	4,649.3	4,649.3	4,649.3	0.0
LOGAN RIVER (WITHOUT CONSIDERATION OF LEVEE) Q	23,040	483	866	2.7	4,485.3	4,485.3	4,486.3	1.0

¹ Stream Distance in Feet Above Mendon Road

T A B L E 5	FEDERAL EMERGENCY MANAGEMENT AGENCY	FLOODWAY DATA
	CACHE COUNTY, UT (AND INCORPORATED AREAS)	LOGAN RIVER, LOGAN RIVER WITHOUT CONSIDERATION OF LEVEE

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER-SURFACE ELEVATION (FEET NAVD)			
CROSS SECTION	DISTANCE ¹	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
SPRING CREEK								
A	900	42	94	3.2	4,477.9	4,477.9	4,478.9	1.0
B	2,680	438	84	3.6	4,485.7	4,485.7	4,486.3	0.6
C	2,817	139	211	1.4	4,487.9	4,487.9	4,488.8	0.9
D ²	3,035	118	338	0.9	4,491.4	4,491.4	4,491.4	0.0
E ²	4,135	33	49	6.1	4,492.0	4,492.0	4,492.0	0.0
F ²	4,365	31	103	2.9	4,498.2	4,498.2	4,498.2	0.0
G ²	6,495	28	48	6.2	4,504.8	4,504.8	4,504.8	0.0
H ²	6,855	159	306	1.0	4,508.0	4,508.0	4,508.0	0.0
I ²	7,355	18	41	7.4	4,510.2	4,510.2	4,510.2	0.0
J ²	9,655	62	101	3.0	4,528.2	4,528.2	4,528.3	0.1
K ²	9,955	94	669	0.4	4,537.9	4,537.9	4,537.9	0.0

¹ Stream Distance in Feet Above Mouth

² Cross Section is not on the FIRM. This data is for informational purposes only.

T A B L E 5	FEDERAL EMERGENCY MANAGEMENT AGENCY	FLOODWAY DATA
	CACHE COUNTY, UT (AND INCORPORATED AREAS)	SPRING CREEK - LOGAN AND PROVIDENCE

5.0 INSURANCE APPLICATION

For flood insurance rating purposes, flood insurance zone designations are assigned to a community based on the results of the engineering analyses. These zones are as follows:

Zone A

Zone A is the flood insurance rate zone that corresponds to the 1-percent-annual-chance floodplains that are determined in the FIS report by approximate methods. Because detailed hydraulic analyses are not performed for such areas, no base (1-percent-annual-chance) flood elevations (BFEs) or depths are shown within this zone.

Zone AE

Zone AE is the flood insurance rate zone that corresponds to the 1-percent-annual-chance floodplains that are determined in the FIS report by detailed methods. Whole foot BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone.

Zone AH

Zone AH is the flood insurance rate zone that corresponds to areas of 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between 1 and 3 feet. Whole foot BFEs derived from the detailed hydraulic analyses are shown at selected intervals within this zone.

Zone AO

Zone AO is the flood insurance rate zone that corresponds to areas of 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between 1 and 3 feet. Average whole-foot depths derived from the detailed hydraulic analyses are shown within this zone.

Zone X

Zone X is the flood insurance rate zone that corresponds to areas outside the 0.2-percent-annual-chance floodplain, areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile (sq. mi.), and areas protected from the base flood by levees. No BFEs or depths are shown within this zone.

6.0 FLOOD INSURANCE RATE MAP

The FIRM is designed for flood insurance and floodplain management applications.

For flood insurance applications, the map designates flood insurance rate zones as described in Section 5.0 and, in the 1-percent-annual-chance floodplains that were studied by detailed methods, shows selected whole foot BFEs or average depths. Insurance agents use zones and BFEs in conjunction with information on structures and their contents to assign premium rates for flood insurance policies.

For floodplain management applications, the map shows by tints, screens, and symbols, the 1- and 0.2-percent-annual-chance floodplains, floodways, and the locations of selected cross sections used in the hydraulic analyses and floodway computations.

The countywide FIRM presents flooding information for the entire geographic area of Cache County. Previously, FIRMs were prepared for each incorporated community and the unincorporated areas of the County identified as flood-prone. This countywide FIRM also includes flood-hazard information that was presented separately on Flood Boundary and Floodway Maps (FBFMs), where applicable. Historical data relating to the maps prepared for each community are presented in Table 6 “Community Map History.”

COMMUNITY NAME		INITIAL IDENTIFICATION	FLOOD HAZARD BOUNDARY MAP REVISION DATE(S)	FLOOD INSURANCE RATE MAP EFFECTIVE DATE	FLOOD INSURANCE RATE MAP REVISION DATE(S)
Amalga, Town of Cache County (Unincorporated Areas) Clarkston, Town of Cornish, Town of Hyde Park, Town of Hyrum, City of Lewiston, City of Logan, City of Mendon, City of Millville, Town of Newton, Town of Nibley, Town of North Logan, City of Paradise, Town of Providence, City of Richmond, City of River Heights, City of Smithfield, City of Trenton, Town of Wellsville, City of	September 5, 1975	N/A	July 22, 1980	N/A	
	September 29, 1981	N/A	February 1, 1987	N/A	
	September 5, 1975	N/A	August 19, 1980	N/A	
	May 24, 2011	N/A	May 24, 2011	N/A	
	August 2, 1974	N/A	July 29, 1980	N/A	
	May 24, 1974	N/A	April 8, 1980	N/A	
	August 16, 1974	N/A	July 29, 1980	N/A	
	January 16, 1974	N/A	September 28, 1984	N/A	
	July 18, 1975	N/A	July 22, 1980	N/A	
	October 22, 1976	N/A	May 24, 2011	N/A	
	July 11, 1975	N/A	July 22, 1980	N/A	
	July 18, 1975	N/A	August 5, 1986	N/A	
	June 28, 1974	N/A	March 18, 1986	N/A	
	November 5, 1976	N/A	May 24, 2011	N/A	
	May 24, 2011	N/A	May 24, 2011	N/A	
	April 2, 1976	N/A	August 12, 1980	N/A	
	May 24, 2011	N/A	May 24, 2011	N/A	
	June 28, 1974	N/A	March 18, 1986	N/A	
	May 24, 2011	N/A	May 24, 2011	N/A	
	June 21, 1974	N/A	July 29, 1980	N/A	
T A B L E 6	FEDERAL EMERGENCY MANAGEMENT AGENCY		COMMUNITY MAP HISTORY		
	CACHE COUNTY, UT				
	AND INCORPORATED AREAS				

7.0 OTHER STUDIES

No previous Flood Insurance Studies have been conducted for the City of Logan. However, a Flood Hazard Boundary Map (Reference 13) was prepared by the Federal Insurance Administration and published in 1977. This map is superseded by the present study. The COE completed a Flood Plain Information report for the Logan River in 1973 (Reference 14) and a Flood Plain Information report for Blacksmith Fork and Spring Creek in 1976 (Reference 15). These investigations included mapping of the flood plains along the various streams for the intermediate regional and standard project floods. (l)

Significant differences were found between the water-surface elevations and flood plain boundaries computed by the COE for the intermediate regional flood and those computed in this Flood Insurance Study for the 100-year flood on the Logan River, Blacksmith Fork, and Spring Creek. Water-surface elevations computed in this study were generally lower than those computed by the COE.

The differences may be attributed mainly to the different hydrologic and hydraulic methodologies used. The peak flood discharges used in hydraulic computations for this study differed significantly from that of the COE for the Logan River below its confluence with Blacksmith Fork, for Blacksmith Fork, and Spring Creek. A report was prepared (Reference 16) outlining the rationale and computations employed to obtain the peak discharges used in this study and was submitted to the COE for review and comments. The COE indicated that the flood discharge estimates used in this study are reasonable since they were based upon more recent information than was available at the time of their studies.

More improved mapping was available for this Flood Insurance Study than was available to the COE at the time of their study. Aerial photographic maps at a scale of 1:1,200 with a contour interval of 2 feet were used for the Logan River above 1000 West Street, Blacksmith Fork below 1700 South Street, and Spring Creek below State Road 165, whereas, the COE was obliged to use USGS Quadrangle Maps at a scale of 1:24,000 with a contour interval of 10 feet.

(l)The COE defines the intermediate regional and standard project floods as follows:

Intermediate Regional Flood. A flood having an average frequency of occurrence in the order of once in 100 years although the flood may occur in any year. It is based on statistical analyses of stream flow records

available for the watershed and analyses of rainfall and runoff characteristics in the general region of the watershed.

Standard Project Flood. The flood that may be expected from the most severe combination of meteorological and hydrological conditions that are considered reasonably characteristic of the geographical area in which the drainage basin is located, excluding extremely rare combinations. Peak discharges for these floods are generally approximately 40 to 60 percent of the Probable Maximum Floods for the same basins. As used by the COE. Standard Project Floods are intended as practicable expressions of the degree of protection that should be sought in the design of flood control works, the failure of which might be disastrous.

One specific point where the 100-year flood profile of this study differs significantly from that of the COE study is at the Union Pacific Railroad bridge over the Logan River just above the confluence of Blacksmith Fork. The difference is due to the assumption of 30 percent blockage by debris in computations made for this study, whereas the COE assumed no debris blockage. This resulted in a higher water-surface elevation upstream of bridge.

There are no other studies past or present which will significantly affect the results of this study. Flood discharges, elevations, and boundaries as computed in the Flood Insurance Study were adopted for use since it was determined that they best represent current hydrologic and hydraulic procedures and existing physical and topographic conditions.

8.0 LOCATION OF DATA

Information concerning the pertinent data used in the preparation of this study can be obtained by contacting Federal Insurance and Mitigation Division, FEMA Region VIII, Denver Federal Center, Building 710, Box 25267, Denver, Colorado 80225-0267.

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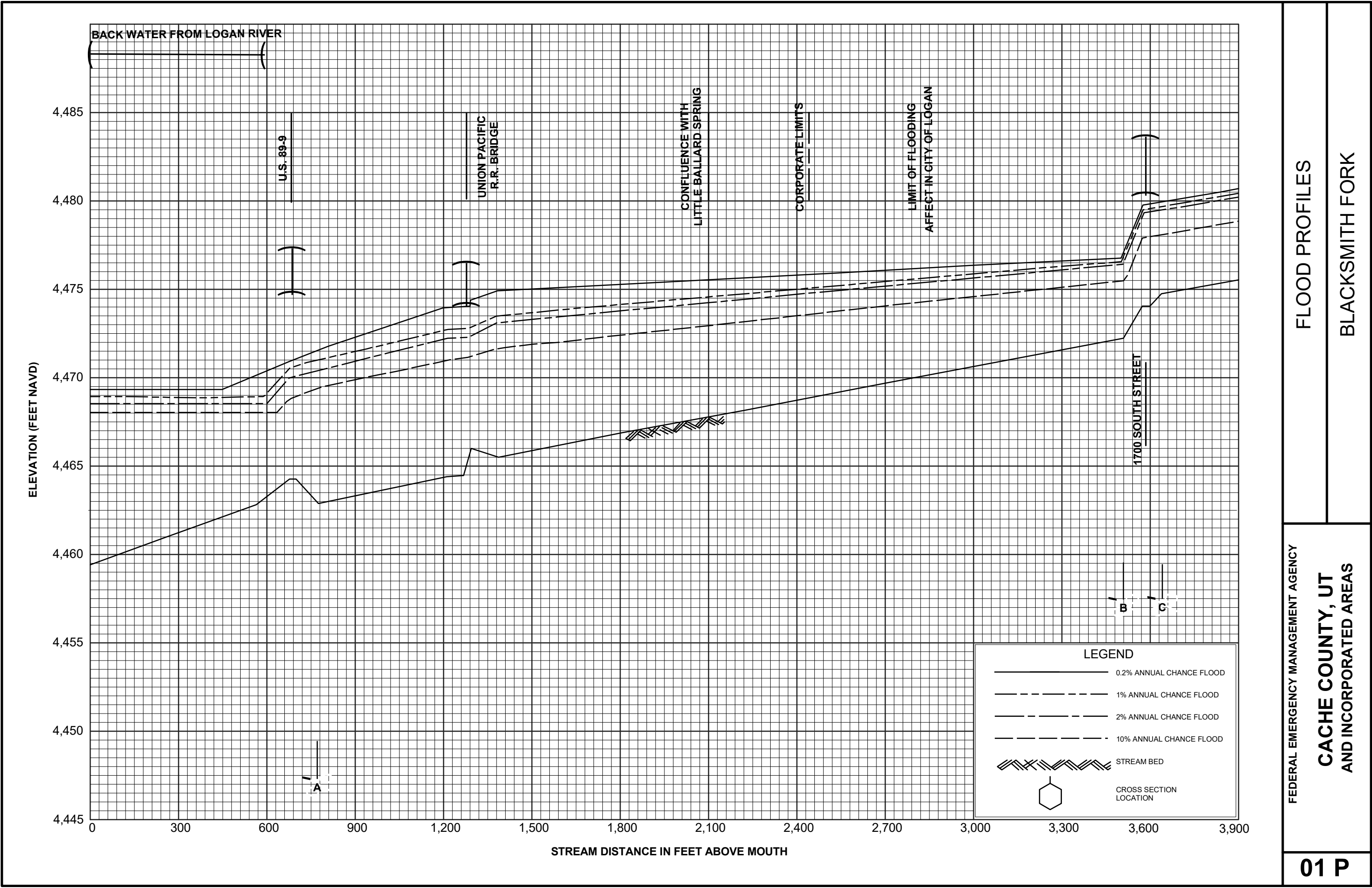
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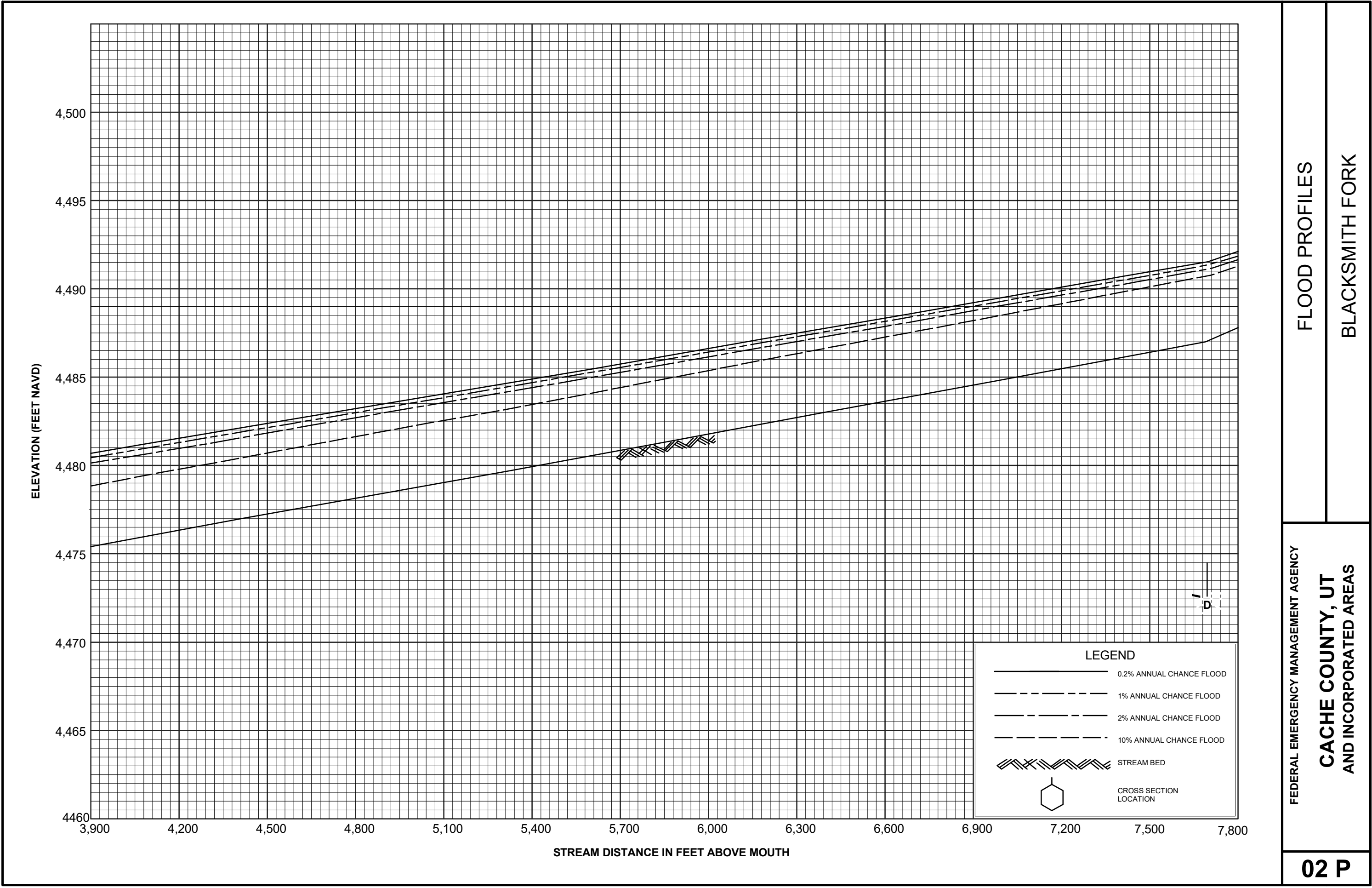
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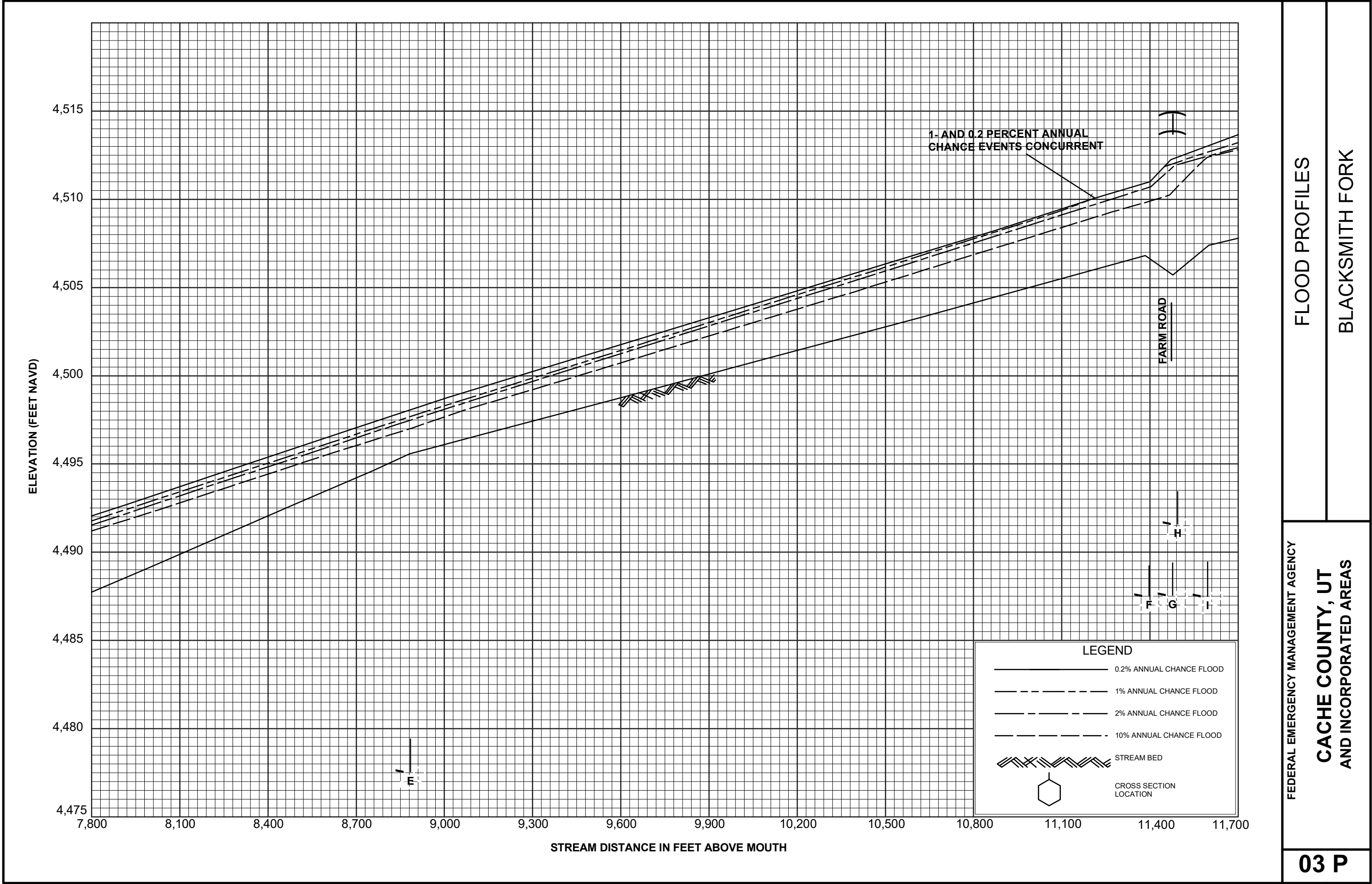
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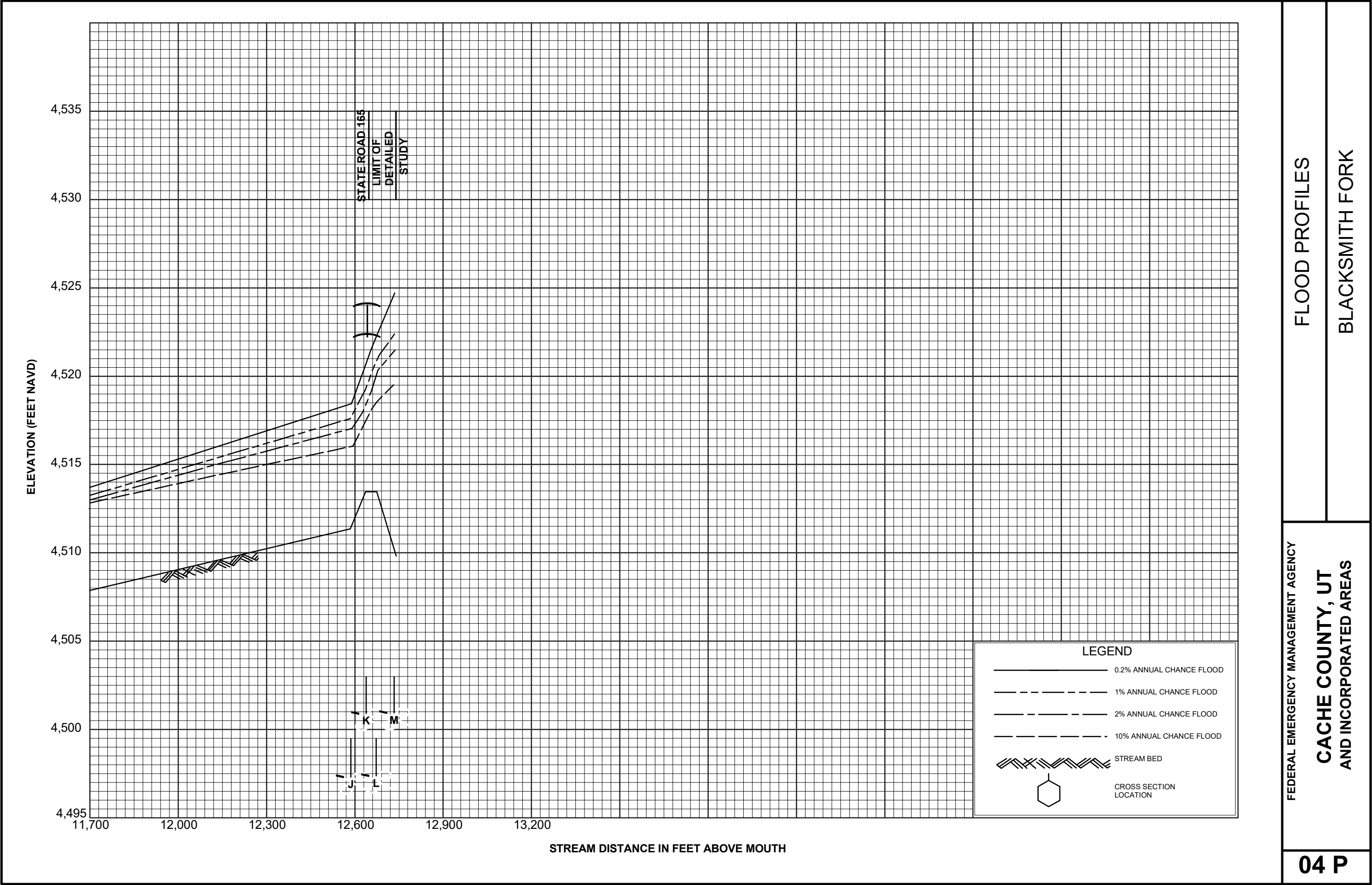


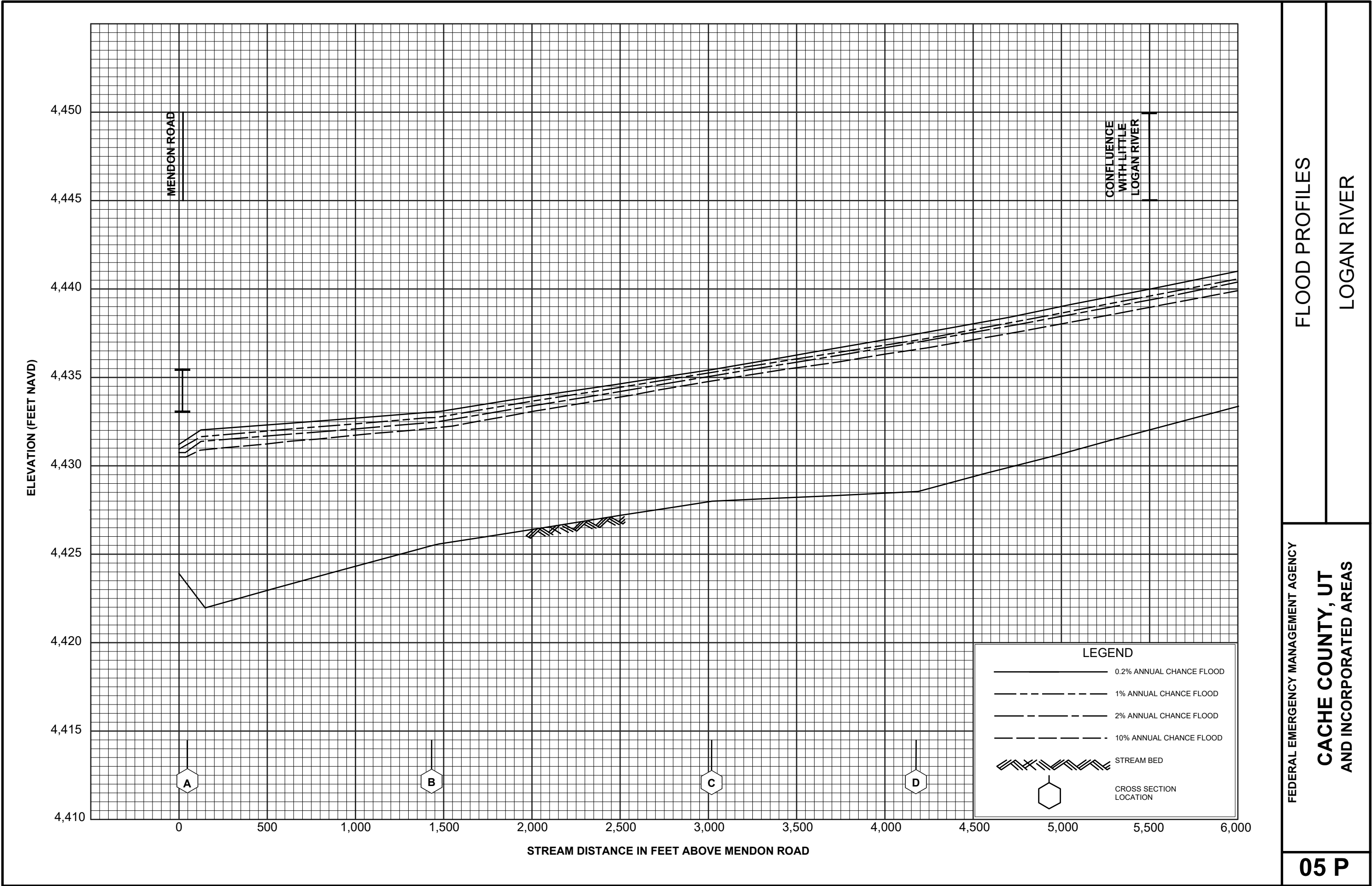
FLOOD PROFILES

BLACKSMITH FORK

FEDERAL EMERGENCY MANAGEMENT AGENCY

CACHE COUNTY, UT
AND INCORPORATED AREAS



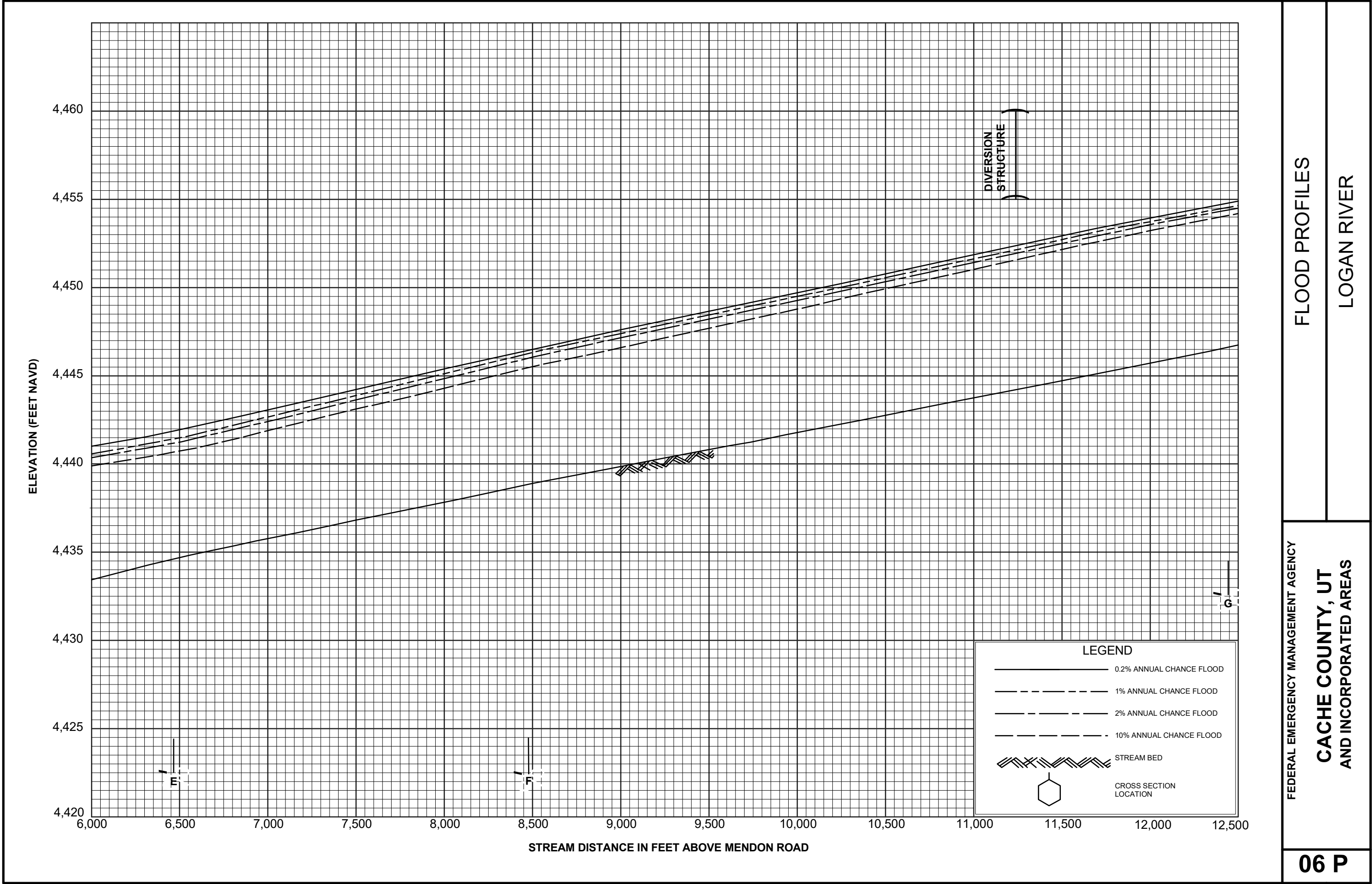


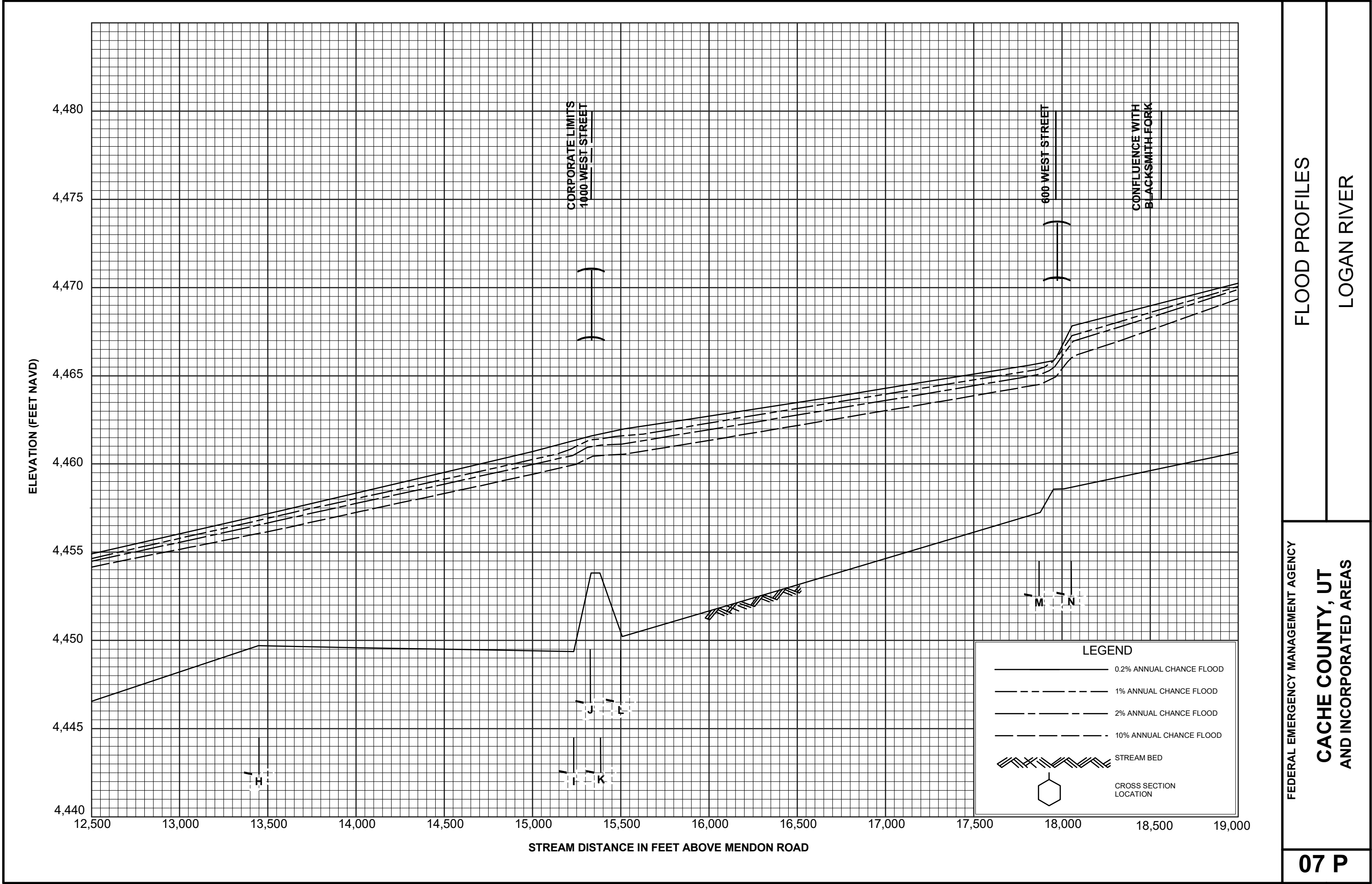
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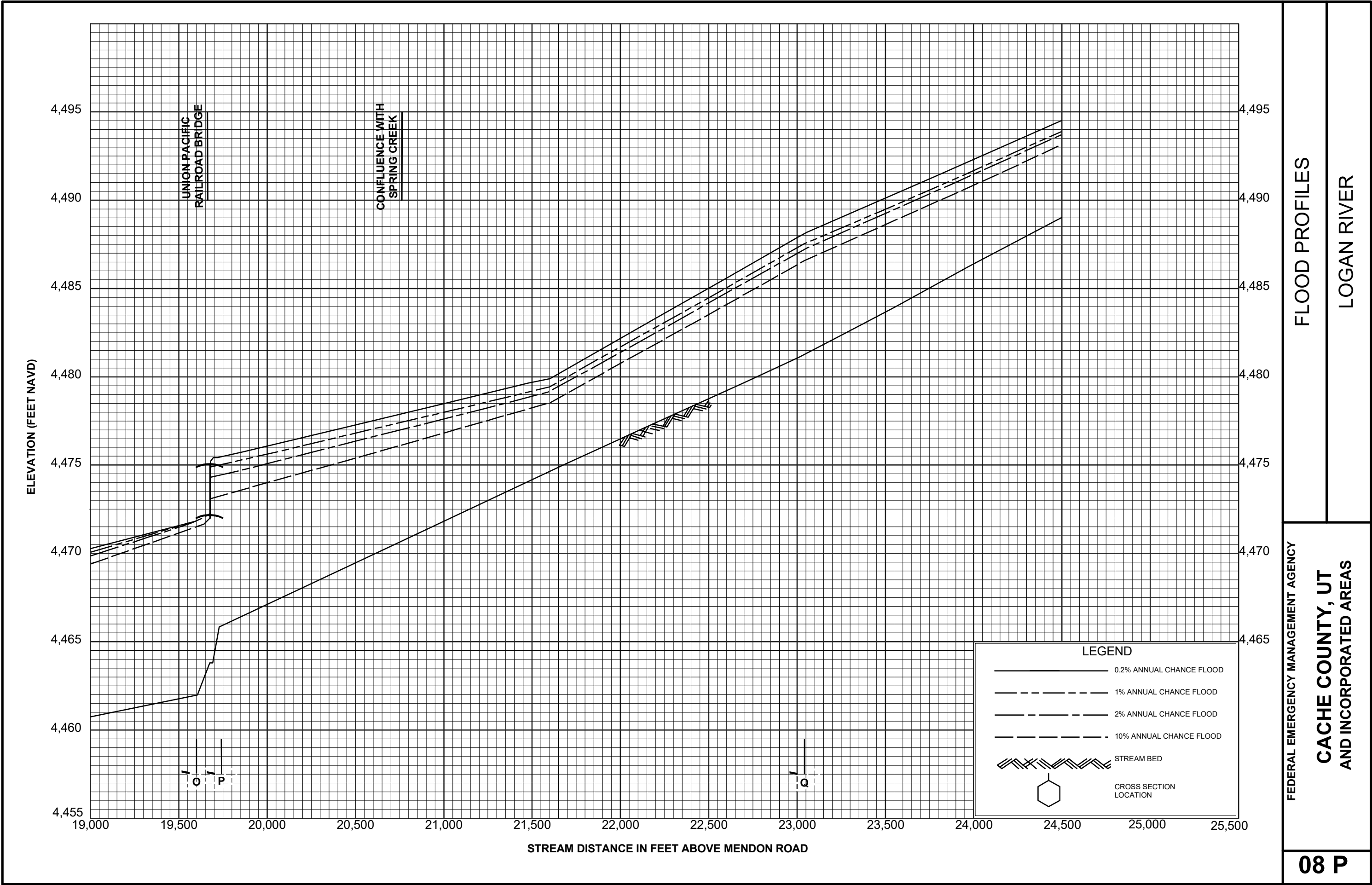
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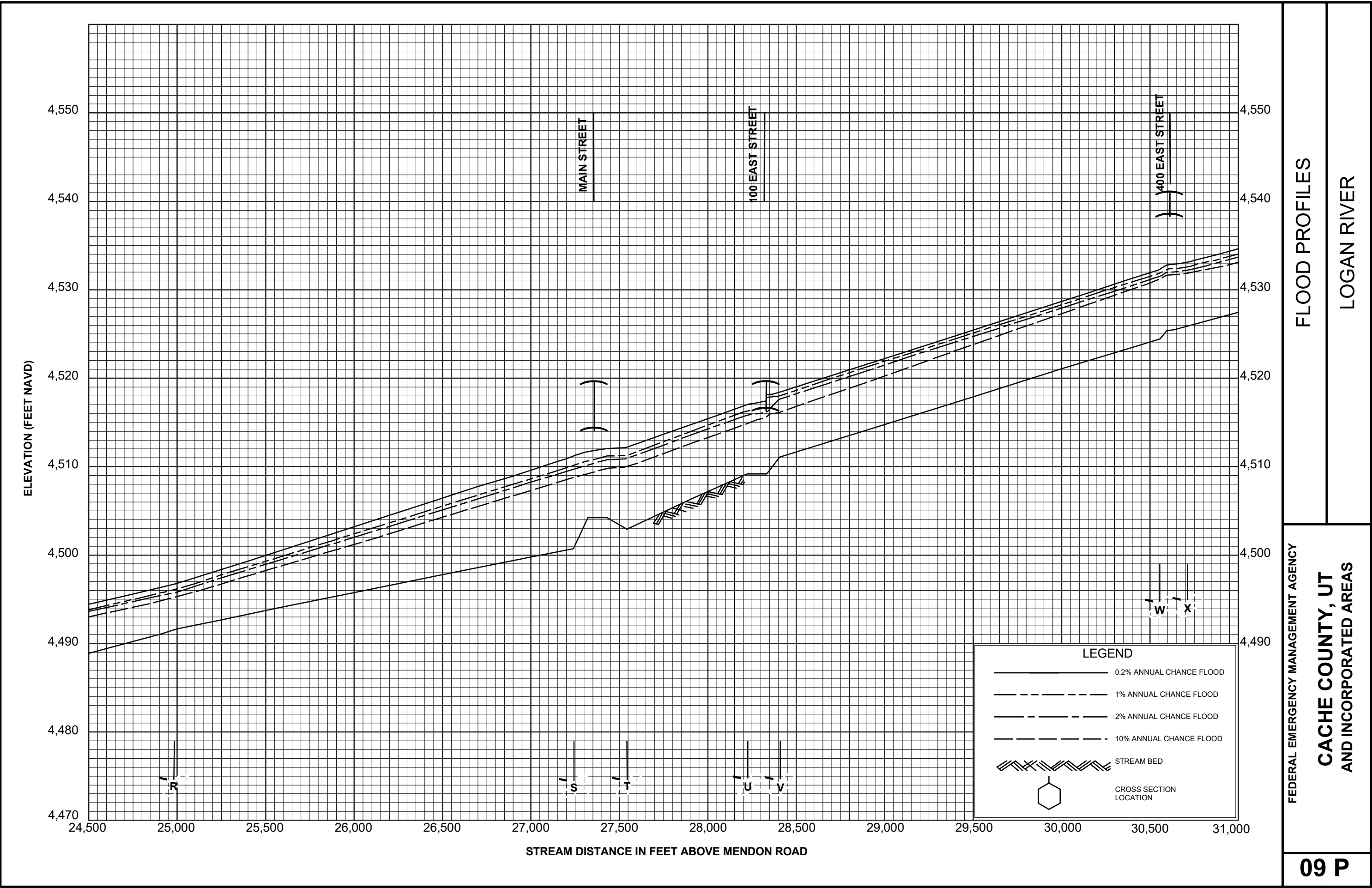
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CACHE COUNTY, UT
AND INCORPORATED AREAS







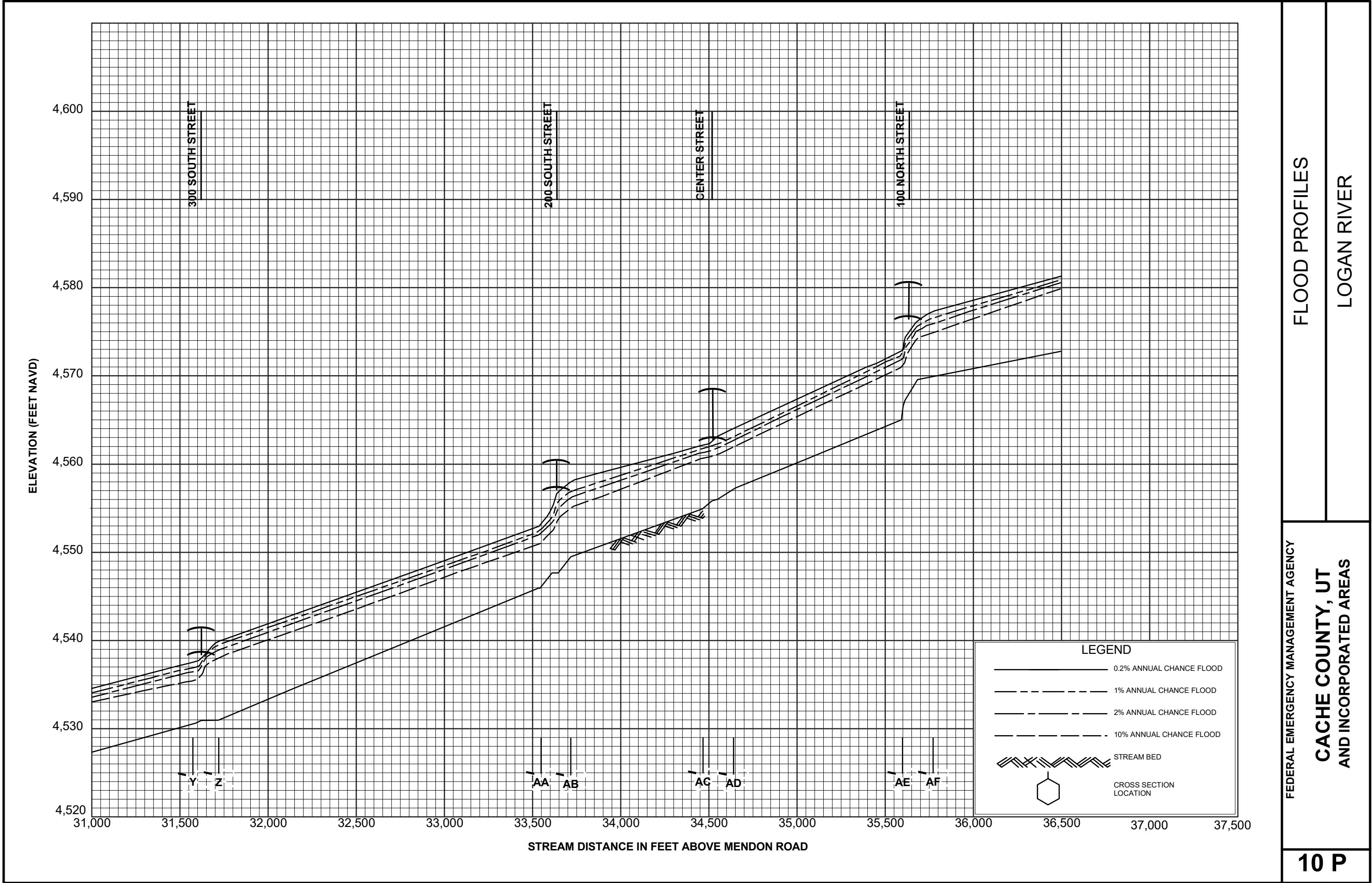


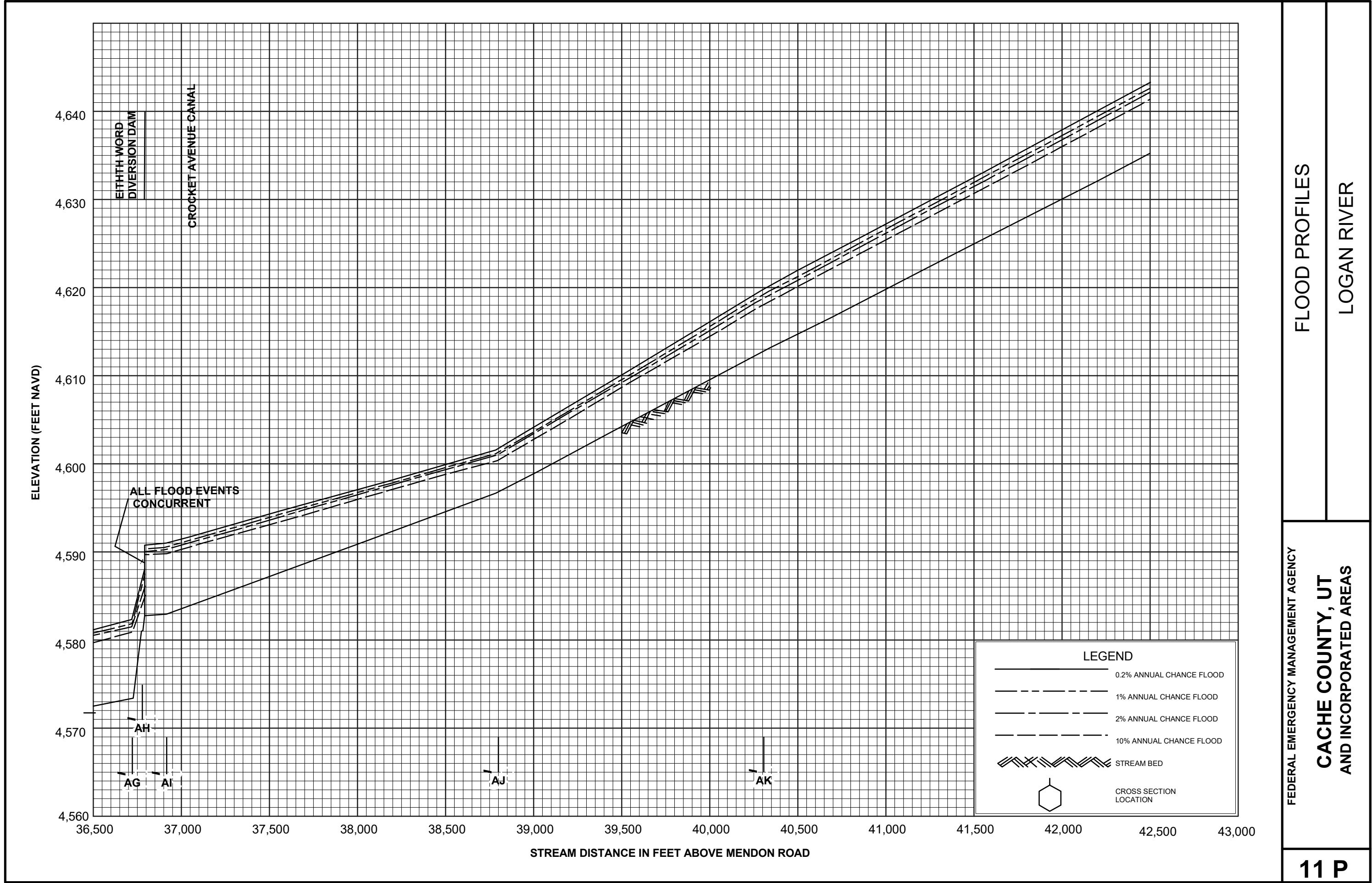
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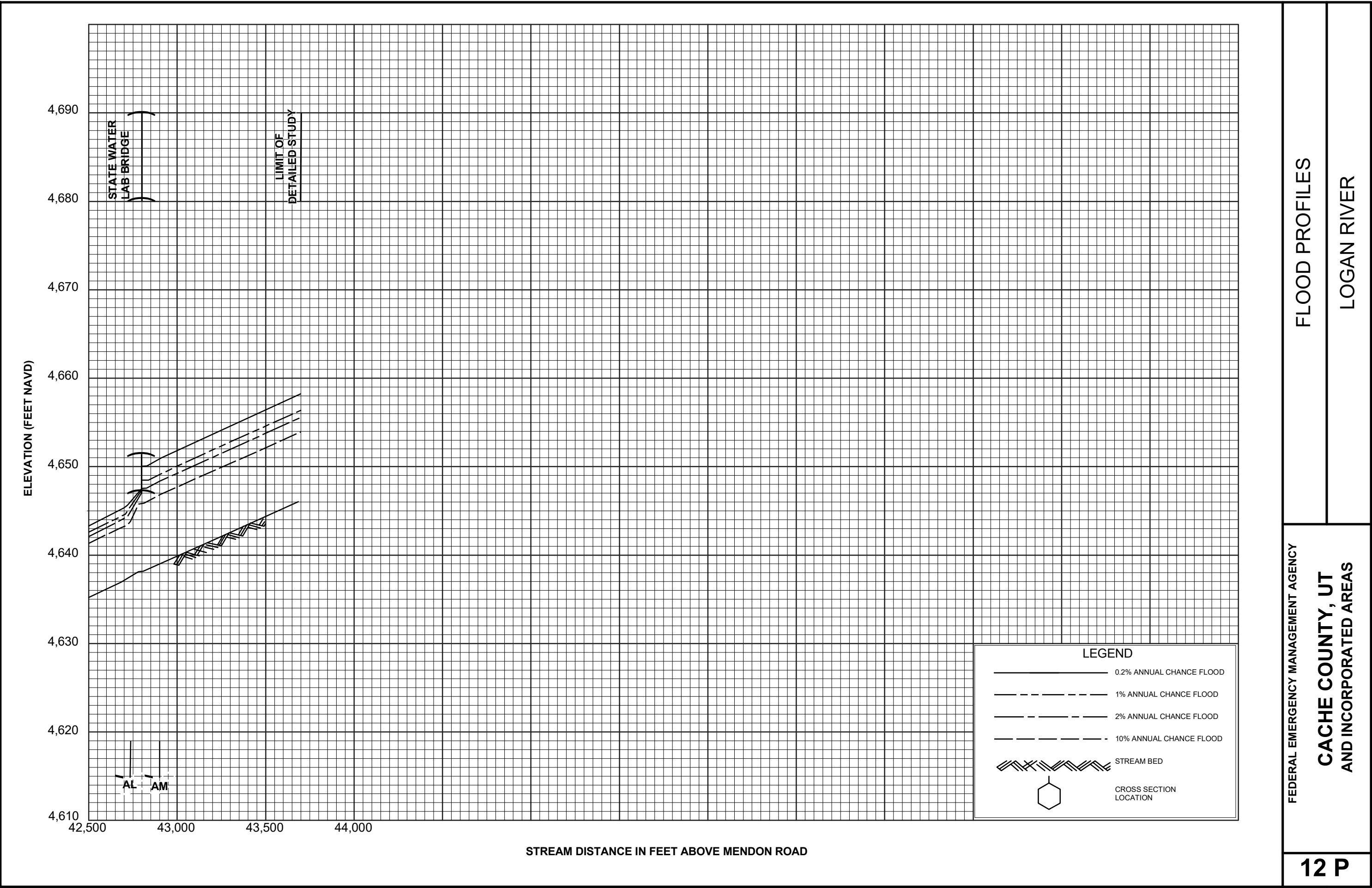
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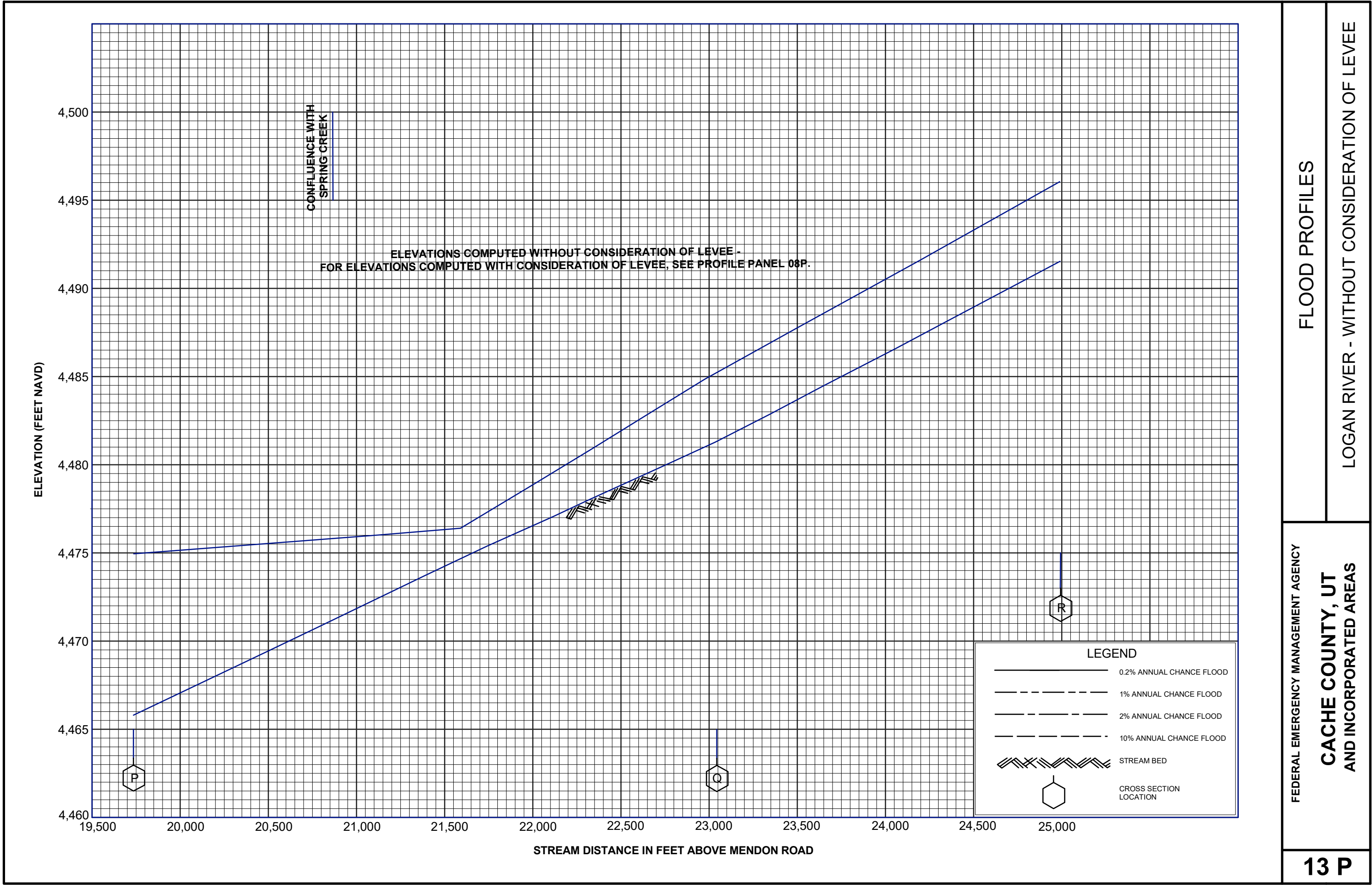
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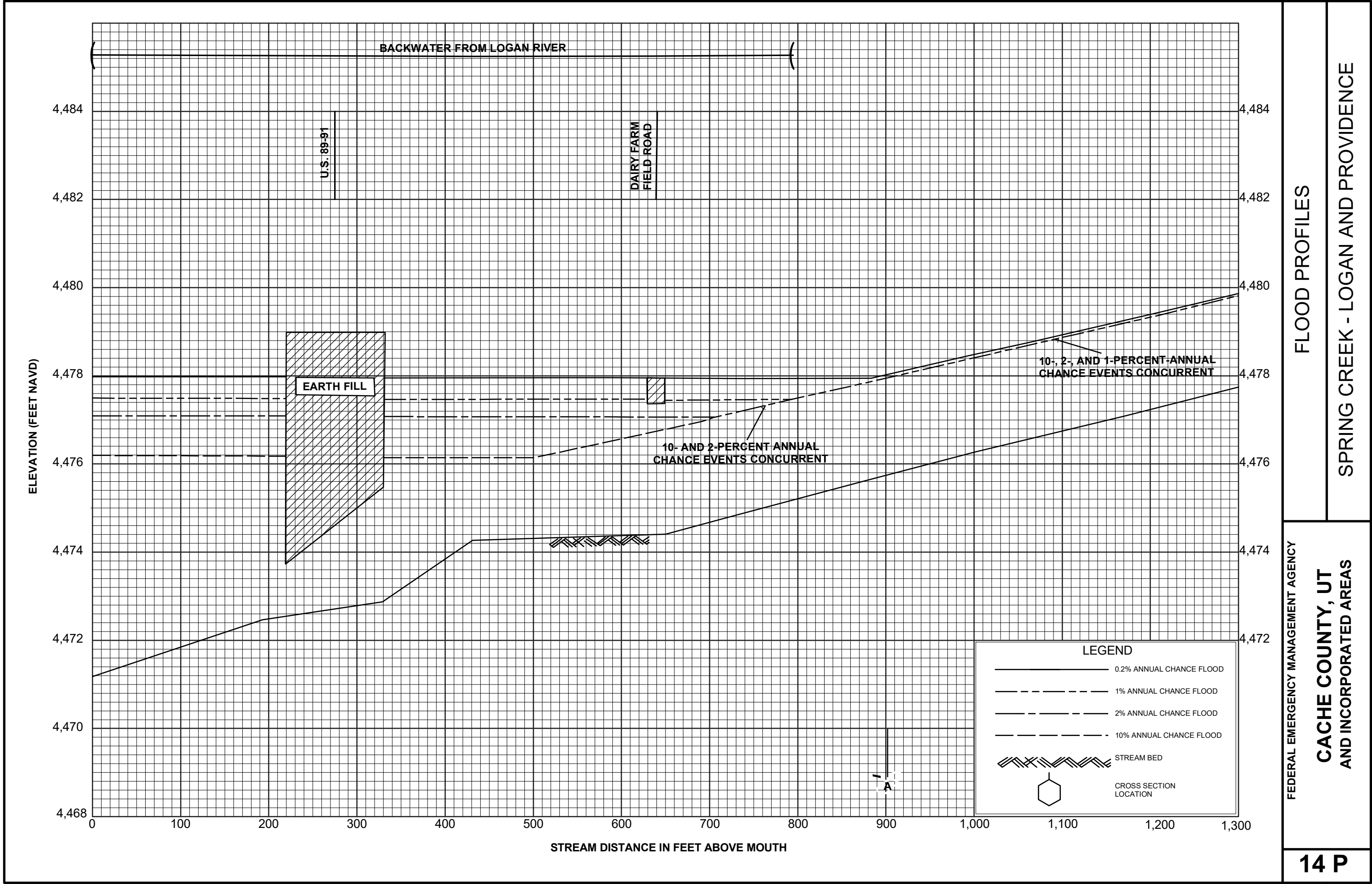
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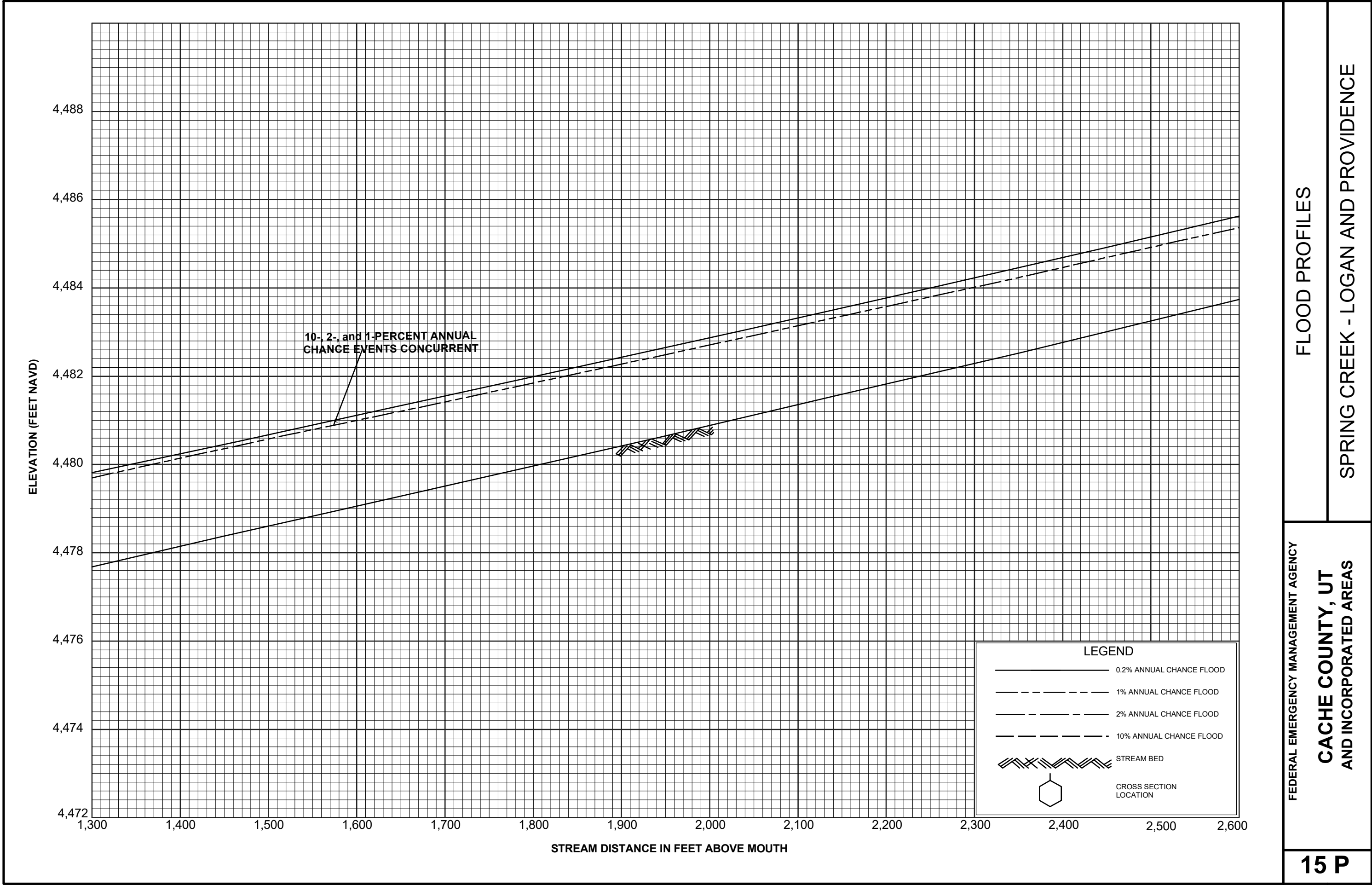










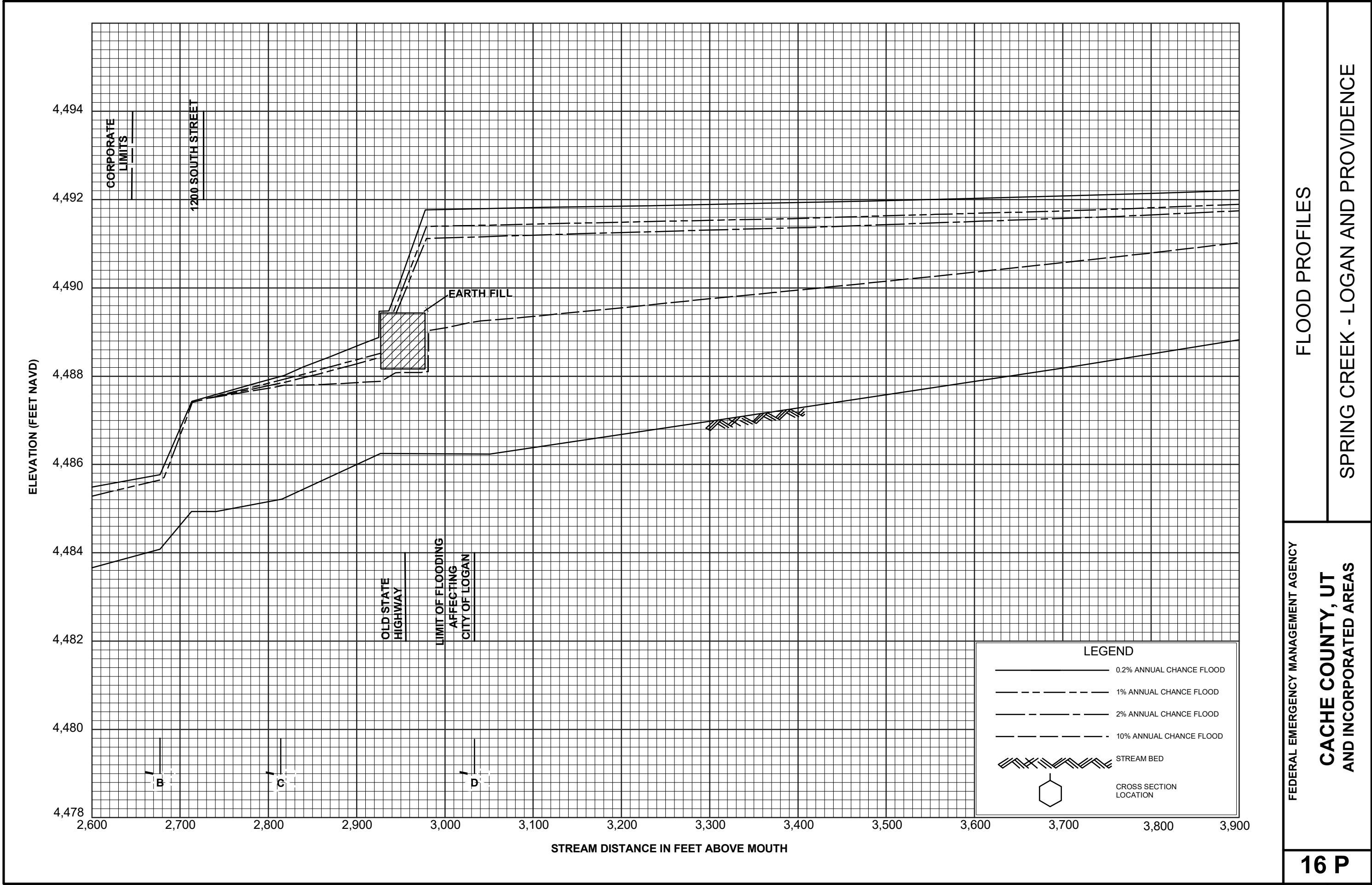


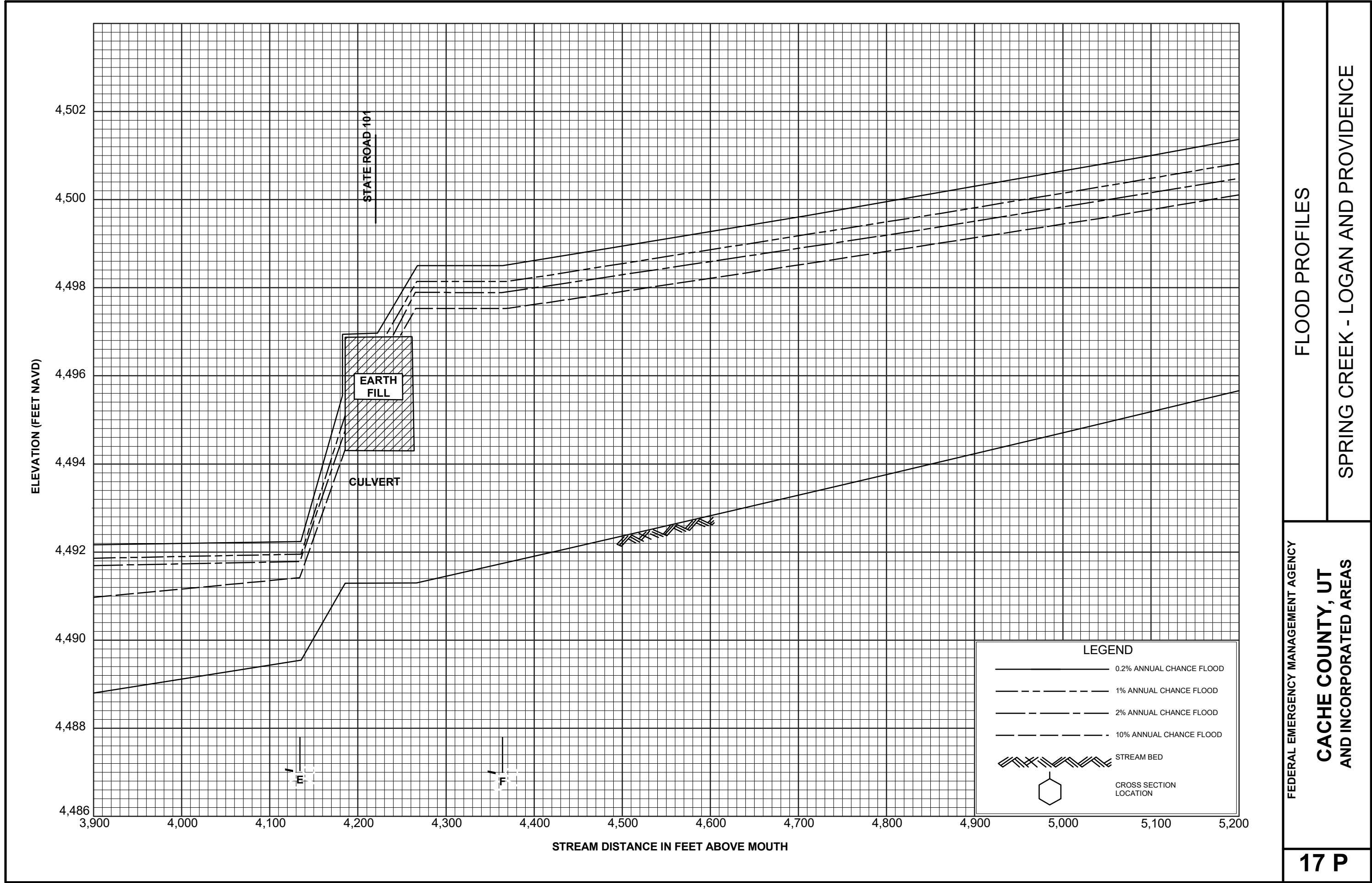
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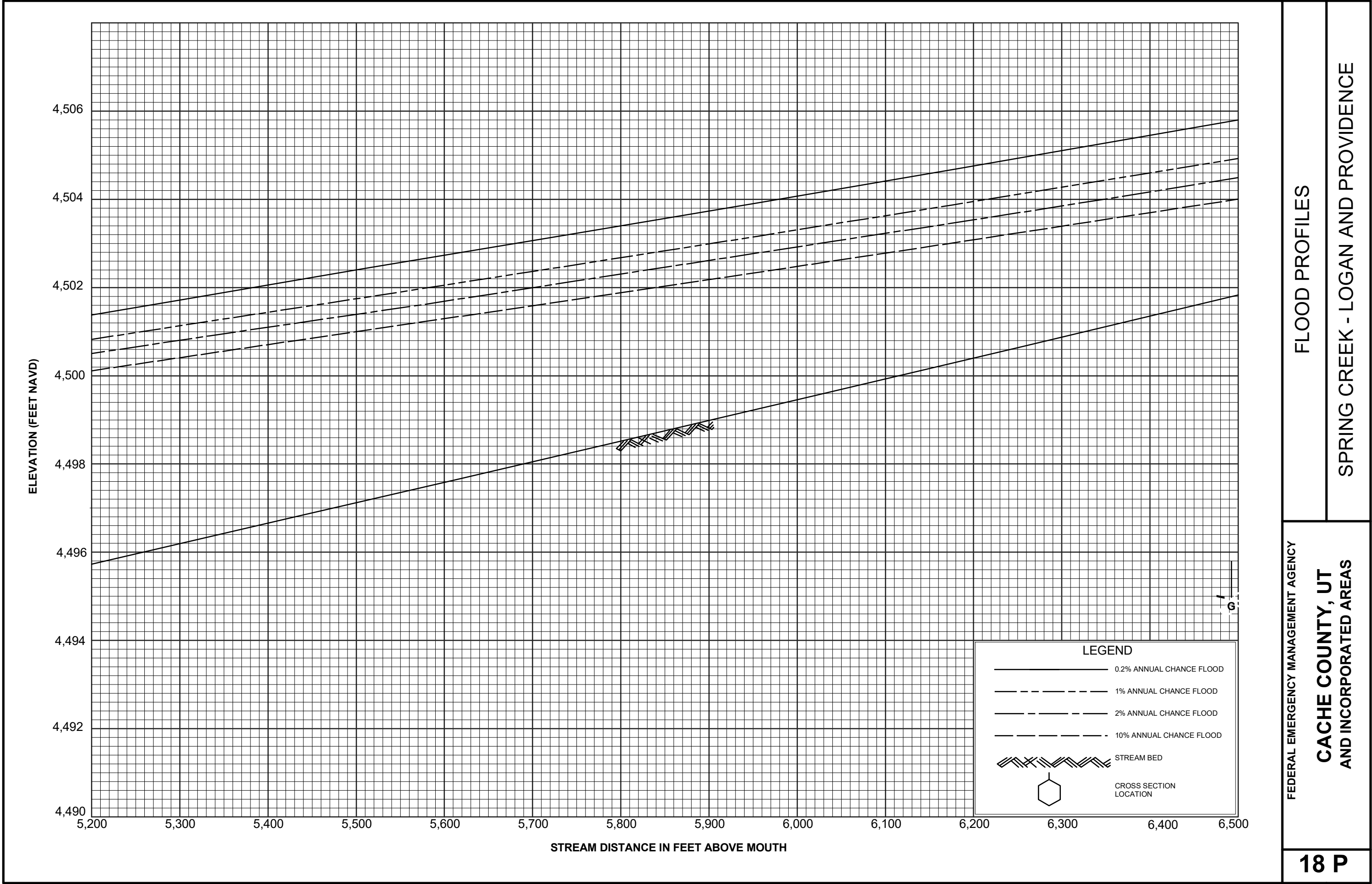
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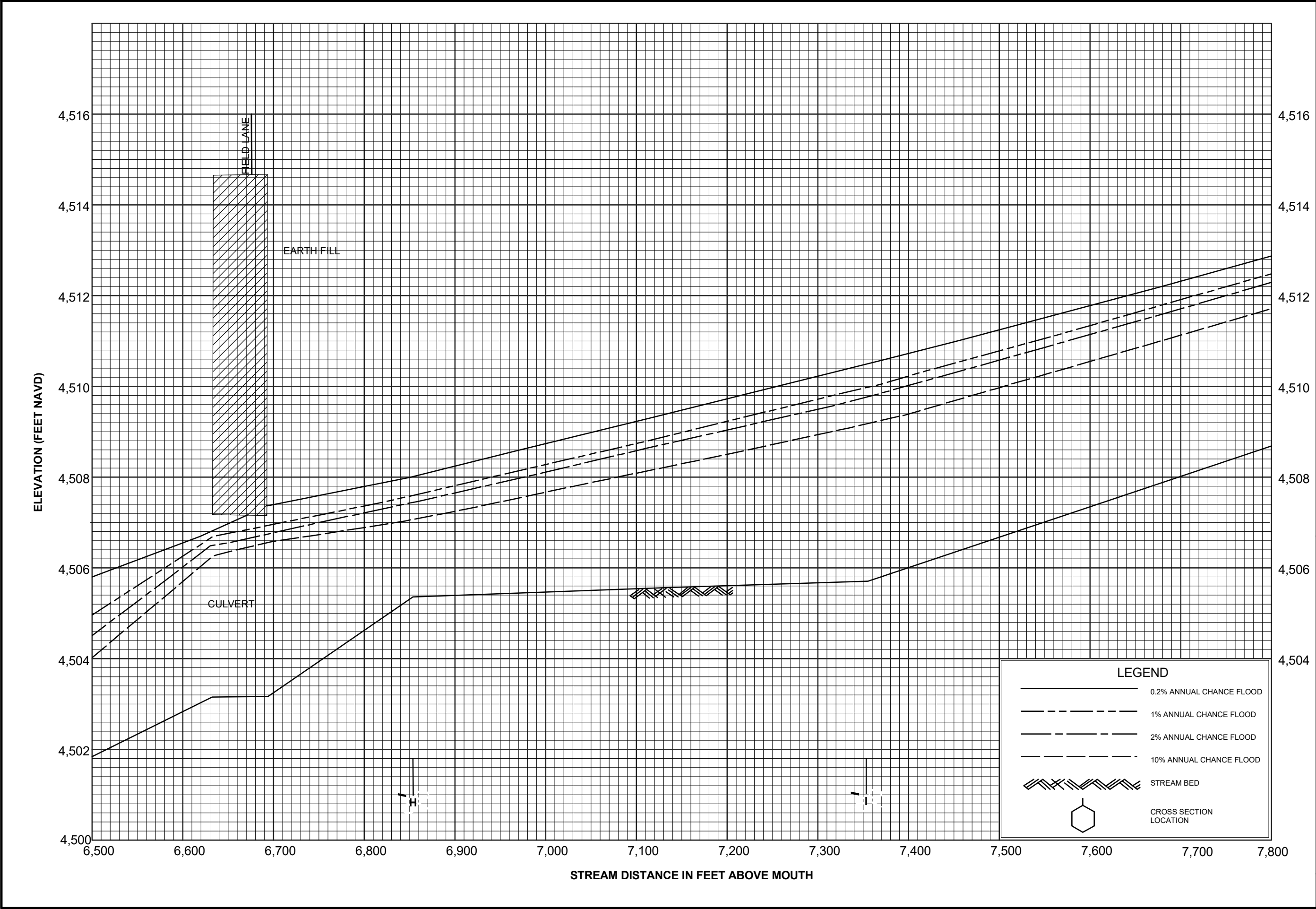
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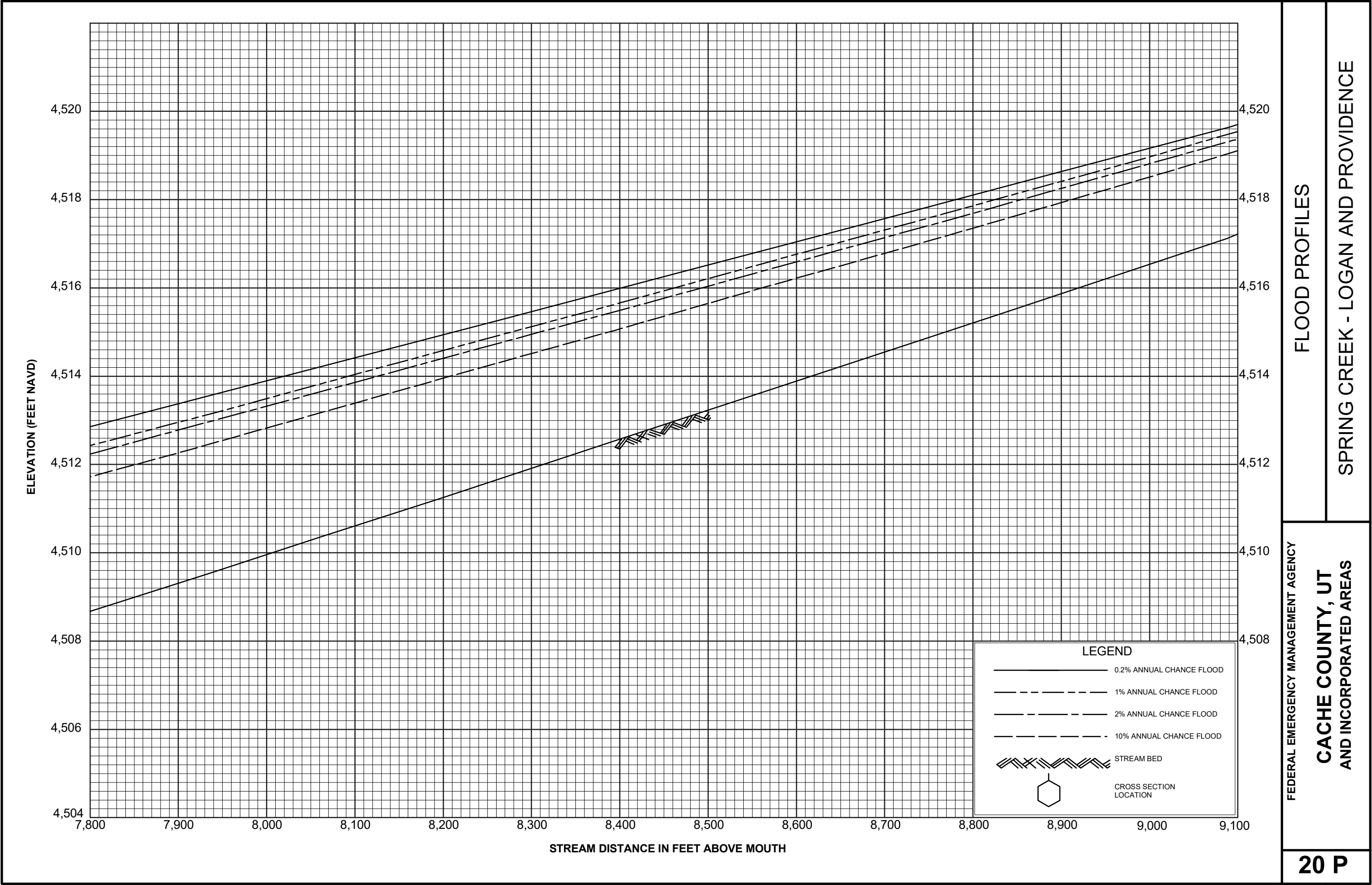
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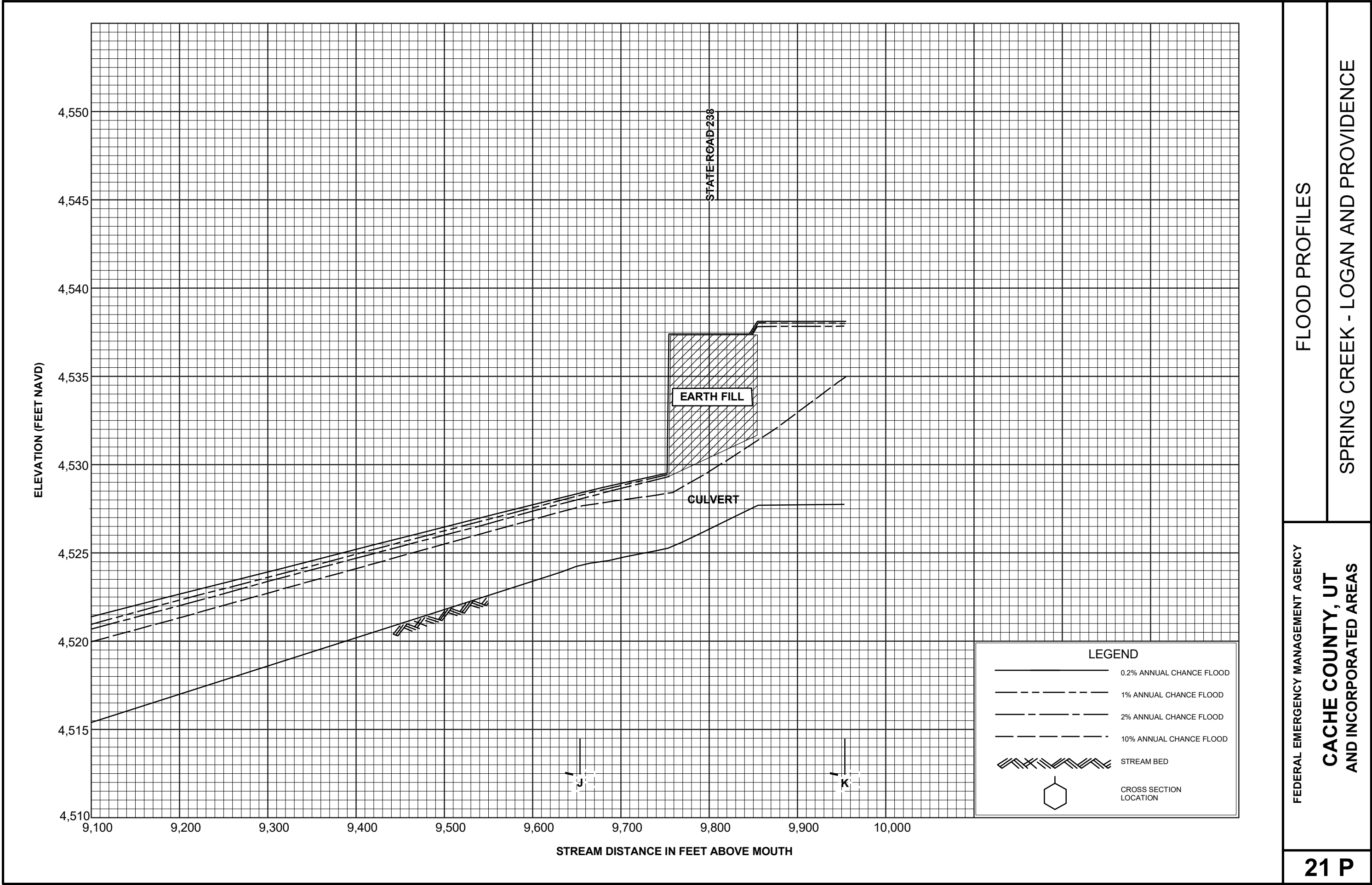












Channel Report

SR-165 - 10yr

User-defined

Invert Elev (ft)

= 4511.65

Slope (%)

= 0.40

N-Value

= 0.030

Highlighted

Depth (ft)

= 5.09

Q (cfs)

= 1,070

Area (sqft)

= 149.53

Velocity (ft/s)

= 7.16

Wetted Perim (ft)

= 43.32

Crit Depth, Yc (ft)

= 4.05

Top Width (ft)

= 41.23

EGL (ft)

= 5.89

Calculations

Compute by:

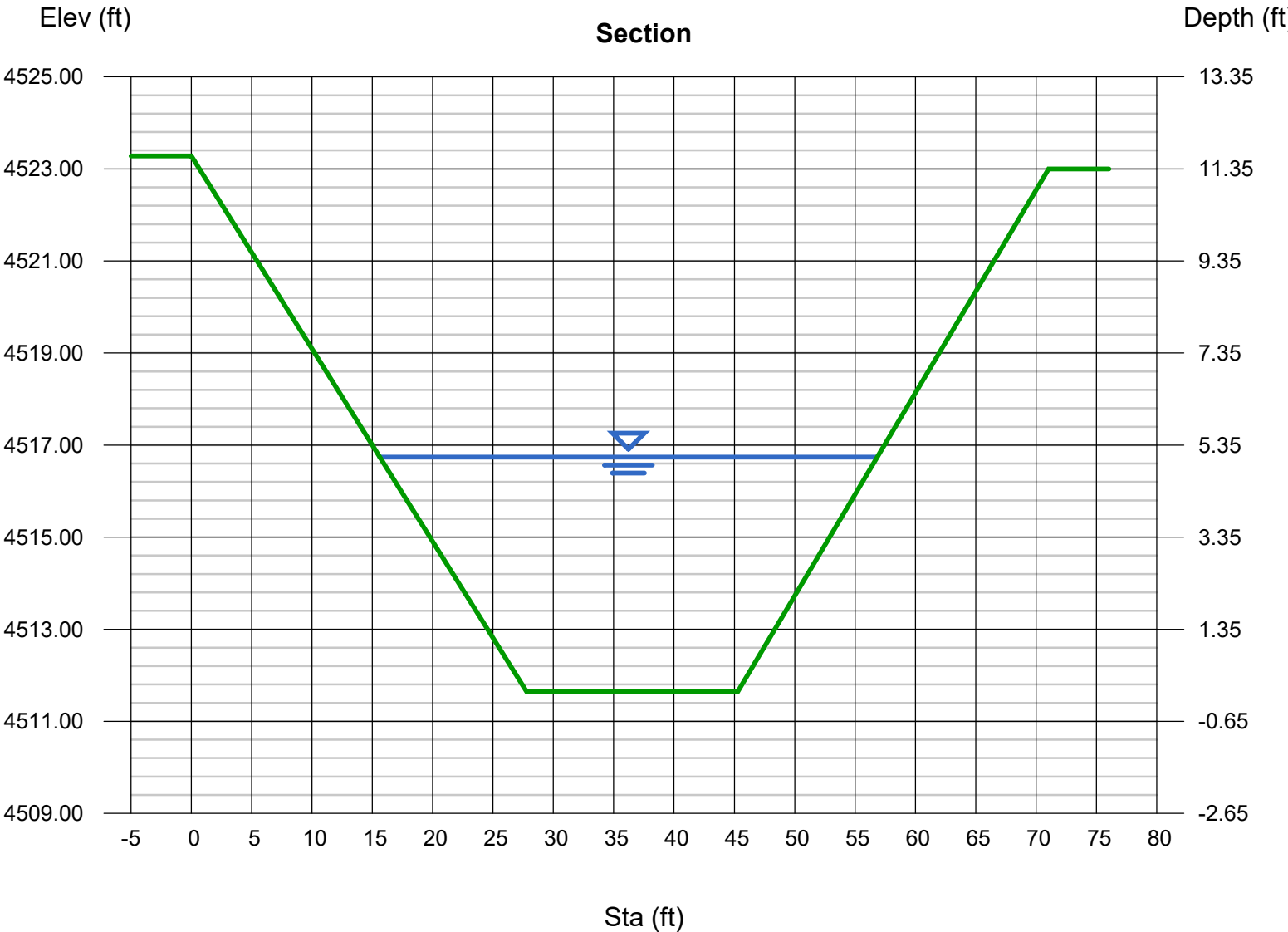
Known Q

Known Q (cfs)

= 1070.00

(Sta, El, n)-(Sta, El, n)...

(0.00, 4523.28)-(27.76, 4511.65, 0.030)-(45.29, 4511.65, 0.030)-(71.04, 4523.00, 0.030)



Channel Report

SR-165 - 100yr

User-defined

Invert Elev (ft)

= 4511.65

Slope (%)

= 0.40

N-Value

= 0.030

Highlighted

Depth (ft)

= 6.98

Q (cfs)

= 2,000

Area (sqft)

= 235.77

Velocity (ft/s)

= 8.48

Wetted Perim (ft)

= 52.90

Crit Depth, Yc (ft)

= 5.72

Top Width (ft)

= 50.03

EGL (ft)

= 8.10

Calculations

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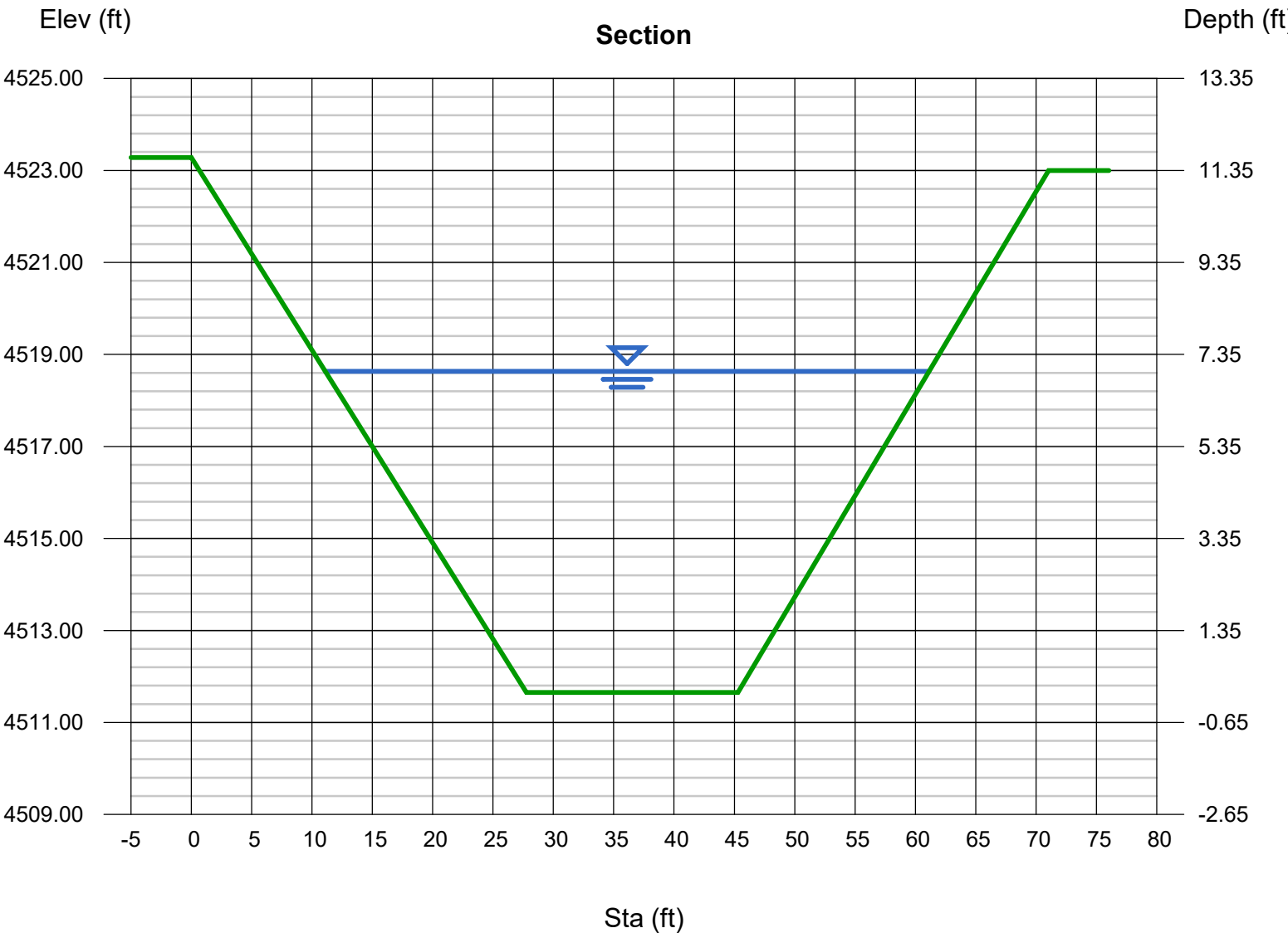
Known Q

Known Q (cfs)

= 2000.00

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Channel Report

1700 South - 10yr

User-defined

Invert Elev (ft) = 4476.36
Slope (%) = 0.40
N-Value = 0.030

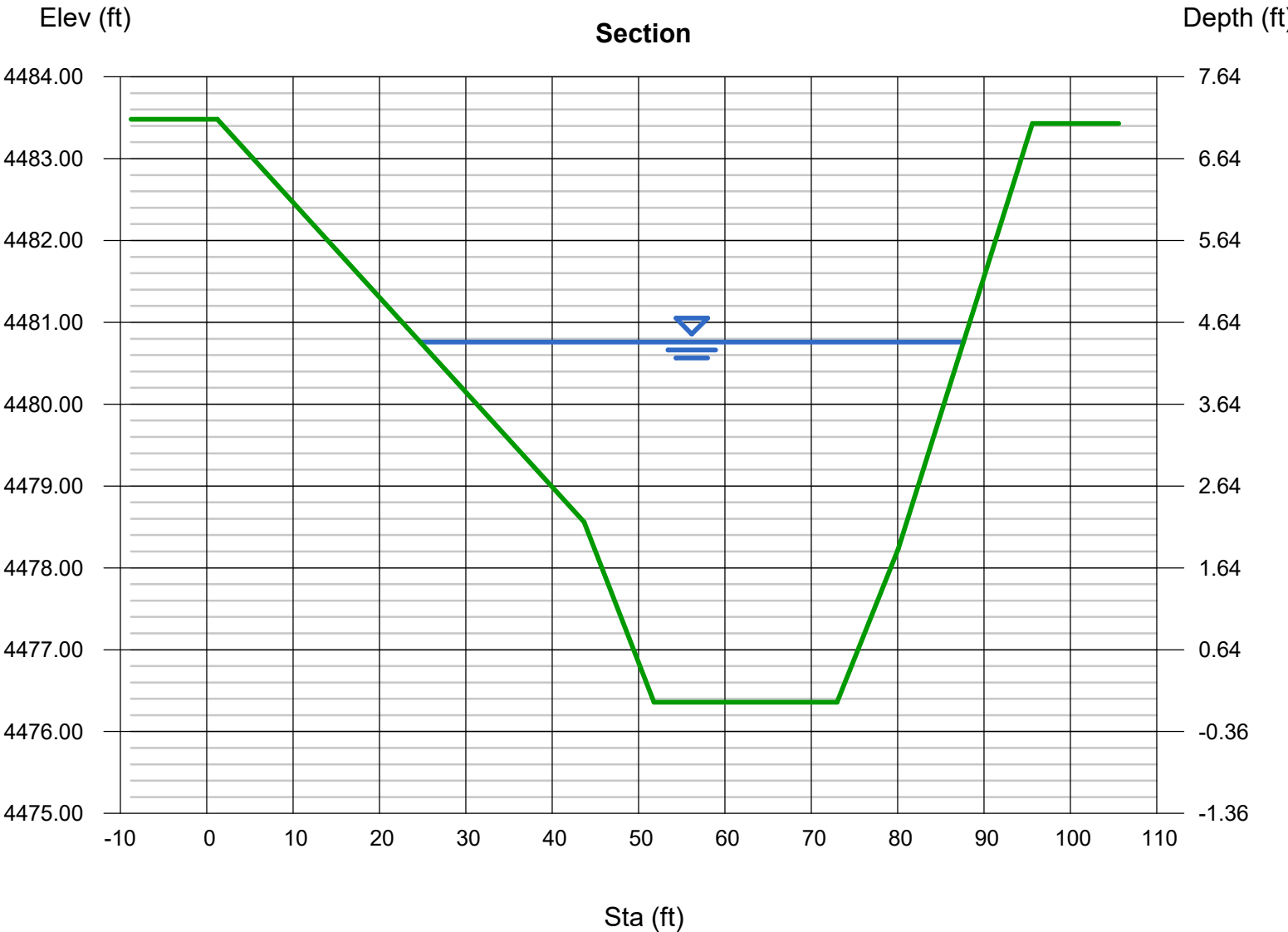
Calculations

Compute by: Known Q
Known Q (cfs) = 1070.00

Highlighted

Depth (ft) = 4.40
Q (cfs) = 1,070
Area (sqft) = 174.96
Velocity (ft/s) = 6.12
Wetted Perim (ft) = 63.99
Crit Depth, Yc (ft) = 3.51
Top Width (ft) = 62.91
EGL (ft) = 4.98

(Sta, El, n)-(Sta, El, n)...
(1.24, 4483.48)-(43.70, 4478.56, 0.030)-(51.78, 4476.36, 0.030)-(72.99, 4476.36, 0.030)-(80.07, 4478.23, 0.030)-(95.61, 4483.43, 0.030)



Channel Report

1700 South - 100yr

User-defined

Invert Elev (ft)

= 4476.36

Slope (%)

= 0.40

N-Value

= 0.030

Highlighted

Depth (ft)

= 5.87

Q (cfs)

= 2,000

Area (sqft)

= 280.01

Velocity (ft/s)

= 7.14

Wetted Perim (ft)

= 81.40

Crit Depth, Yc (ft)

= 4.85

Top Width (ft)

= 80.00

EGL (ft)

= 6.66

Calculations

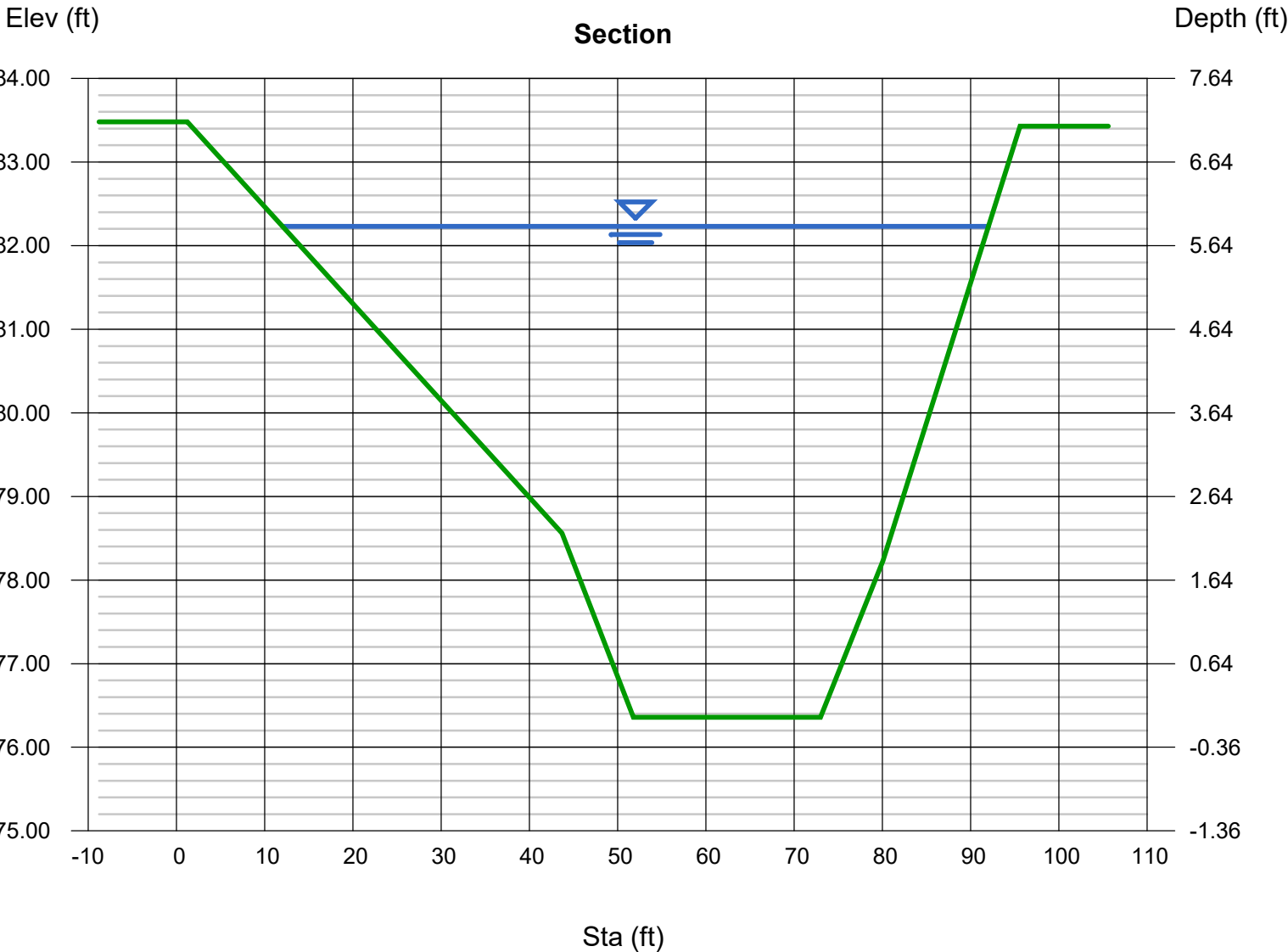
Compute by:Known Q

Known Q (cfs)

= 2000.00

(Sta, El, n)-(Sta, El, n)...

(1.24, 4483.48)-(43.70, 4478.56, 0.030)-(51.78, 4476.36, 0.030)-(72.99, 4476.36, 0.030)-(80.07, 4478.23, 0.030)-(95.61, 4483.43, 0.030)



APPENDIX E - MILLVILLE 750 NORTH ROW FINDINGS



Property Research Memo – Gap Parcel

February 9, 2024

The following report details findings and professional opinions in relation to research done for the parcel of land currently shown as gap parcel 99-999-9999 on the Cache County parcel map lying directly west of State Road 165 in Nibley City, Utah (See Figure 1). The purpose being to determine possible ownership and rights associated with said parcel.



I examined the following deeds and plats recorded in the Cache County Recorder's Office:

Register of Deed and Plats:

Respa Warranty Deed Entry No. 1288298. (Adjoining property to the South)

Warranty Deed Entry No. 1203092. (Adjoining property to the North)

Warranty Deed Entry No. 1145643. (Adjoining property to the West)

Subdivision Plat of NE 1/4 of Section 16, T11N, R1E, SLB&M, Entry No. 17618, Recorded March 22, 1898. Also recorded as Record of Survey File No. 1898-0334.

Record of Survey File No. 2008-0091, performed by Peterson Land Surveying circa 2008.

Current and prior ownership plat on file in the County Recorder's Office.



After examining the deeds and plats it is apparent that the said “gap parcel” is the same as what is referred to as “Field Street” on the Subdivision plat of the NE 1/4 of Section 16. This Field Street is shown as being 1 chain in width, (66 feet) and runs from the county road (State Road 165) westerly between lots 10 and 12 to lot 8. The recording of this plat would have dedicated this Field Street to the public as well as allowed the creation of Lot 8 which would have been land locked with no access to a public street without such.

The adjoining deed to the South, “All of lot 12, Section 16...” conform to said subdivision plat. The adjoining deeds to the North and West make coincident calls with bearings and distances as shown on said plat.

Current and prior ownership plats on file in the Cache County Recorder’s office all show the field street and adjoining owners in conformance with said subdivision plat. The Record of Survey performed by Peterson Land Surveying on parcels to the North also conform with the subdivision plat.

The property is currently field space with a small shed structure located near the southern line. It appears to have been used by the adjoining owner to the South, however, acquiescence and/or adverse possession is not possible against public domain. (Utah State Code 78B-2-216)

My conclusion is that the “gap parcel” is actually a public field street, 66 feet in width and would be in ownership by the current jurisdiction for which the parcel is located.

Kevin M. Balls
Professional Land Surveyor
UT License No. 11207308-2201

APPENDIX F - ALDER PROPERTY WETLAND DELINEATION

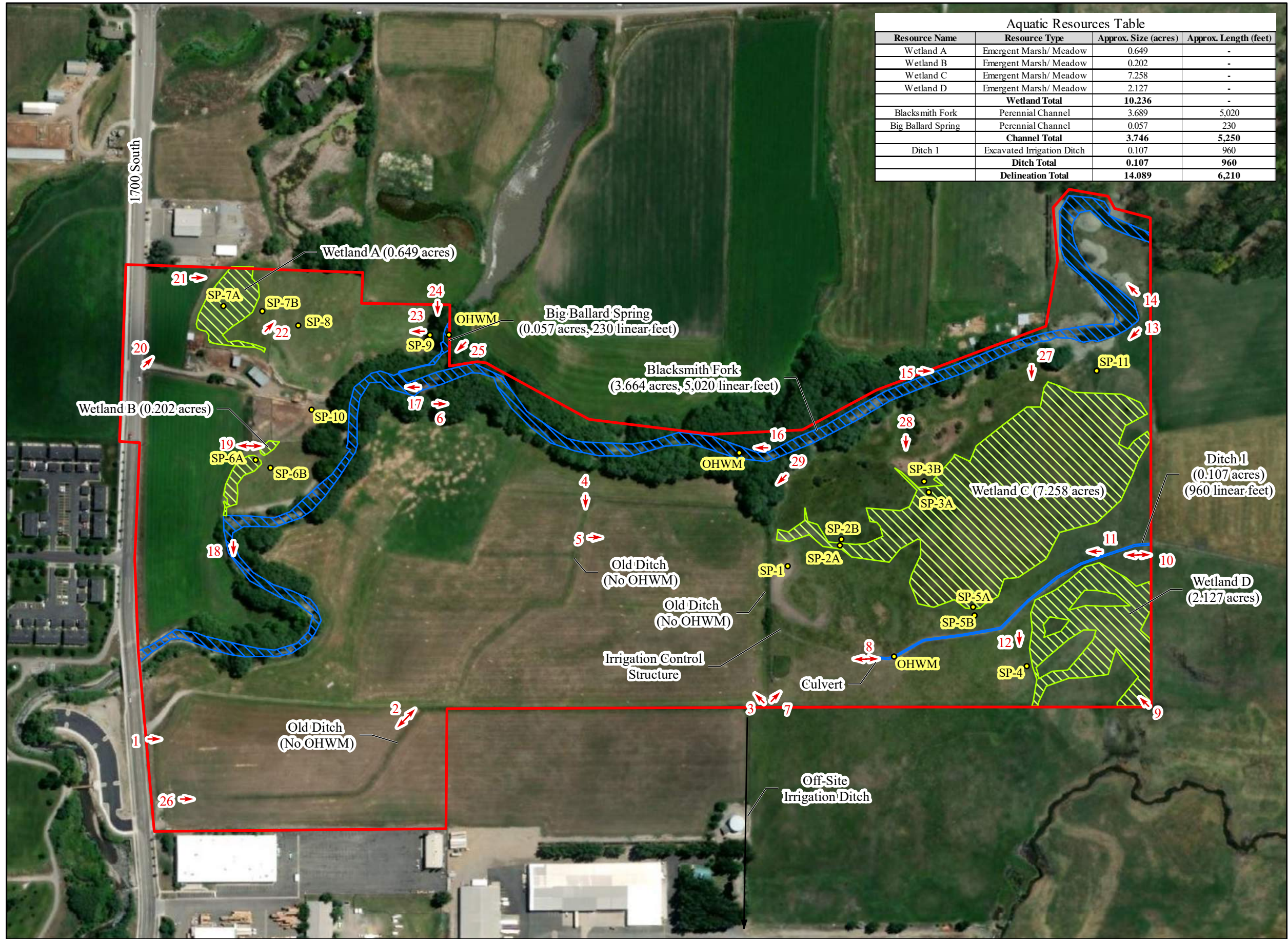


Figure 3.
Aquatic Resource
Delineation Map

- Project Area
- Open Water
- Wetland
- Delineation Sample Point
- Photo View Direction

Map Date: 2/10/2022
 Map By: C. Kline
 Delineation Date: 11/23/2022
 7/12/2022, 7/20/2022, and
 8/3/2022 by C. Kline
 Aerial Imagery: Maxar 2020



0 150 300 600
 Feet
 1 inch = 300 feet

Coordinate System: NAD 1983 StatePlane Utah North FIPS 4301 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983



APPENDIX G - BRIDGE UNDERPASS REFERENCE PHOTOS



civilsolutionsgroupINC.

Logan Canyon: 8.5' clearance, 10.7' wide



1000 West: 6.7' clearance, 10.0' wide



Cache Valley, UT - 435.213.3762 | Salt Lake, UT - 801.216.3192 | Utah Valley, UT - 801.874.1432

www.CivilSolutionsGroup.net

APPENDIX H - PUBLIC STAKEHOLDER MEETING NOTES



BSF River Feasibility Study

Notes from Meetings with Municipalities – 03/04/24

Millville City

- Present:
 - Corey Twedt – City Recorder
 - Kara Everton – Development Coordinator and P&Z Secretary
 - Chad Kendrick – Director of Public Works
 - Michael Taylor – Project Consultant
- Staff generally supportive of trail layout
- City currently maintains no trails and lacks equipment to plow trails. City budget is extremely tight. Accordingly, staff is not supportive of assuming responsibility for any trail maintenance. Any further discussions of participation in maintenance would have to be brought to the City Council.
- Discussion regarding the possible jurisdictional transfer of the Alder land into the Providence City corporate boundaries.
- Millville staff is supportive of signaling the 550 North and SR-165 intersection.

Providence City

- Present:
 - Ryan Snow – City Manager
 - Skarlet Bankhead – Community Development Director
 - Michael Taylor – Project Consultant
- Staff generally supportive of trail layout
- The trail will integrate well with other master planned trails and bicycle facilities that will connect from the BSF river to the Bonneville Shoreline Trail along 1700 South / 300 South and 550 North / 1000 South. In particular, a 10-ft trail will be installed along the north side of 1700 South / 300 South.
- Concerns over the ability to actually make use of the Millville 750 North ROW given that the same ROW to the east of the highway was ultimately abandoned by the County after legal disputes.
- Discussion regarding the possible jurisdictional transfer of the Alder land into the Providence City corporate boundaries.
- Along that section of roadway, the City was concerned that the ROW should be designed to still have park strip on both sides for snow storage.
- Providence would prefer to see signals installed between 1700 South and 2600 South at the following locations in this order of priority:
 - Providence 500 South
 - Millville 550 North / Providence 1000 South
 - Millville 750 North
- Concerns over sub-standard clearance at 1700 South underpass.



- City Staff concerned about flooding through the Alder property and possible recurrent inundation. Providence City staff recommended examining flooding patterns further to determine which sections of the trail should be installed with a concrete pavement section.
- Consultant explained that UDOT would be constructing the facility should it be funded.
- The City is open to maintaining the trail themselves. They would be interested in asking the Alder Family to dedicate a small piece of ground for a maintenance shed so the plow equipment could be permanently housed on the westside of the highway to service this trail segment.

Logan City

- Present:
 - Darren Farar – City Engineer
 - Russ Holley – Senior Planner
 - Landis Wenger – Cache County Trails Planner
 - Michael Taylor – Project Consultant
- Logan City & Cache County's respective trail master plans are about 7 years old and both entities are seeking funding to redo them in the near future.
- Explained the new Utah Trail Network Program and how UDOT would be building these facilities, but would be relying on local municipalities to maintain them until UDOT has a critical mass to justify purchase of equipment to maintain them themselves. UDOT would potentially be offering stipends to Cities who participate; though this is pending further discussion.
- Concerns from City Staff about running the trail along the highway. Landis explained that construction of that segment would not preclude a redundant trail from being constructed along the riverfront in the future.
- Discussed the viability of the 1700 South bridge crossing. Staff expressed ongoing maintenance and clearance concerns. Some preference expressed for an above-grade crossing given these deficiencies. Above-grade crossing would have to address visibility concerns.
- Discussed that pushing the crossing lower below the water level would require some sort of pump system. Darren to provide Main Street trail underpass plans to help illustrate how this could be done if this option were to be pursued.
- Trail fits very well with City's master plan. Construction of this trail would likely prompt the City to prioritize the construction of a trail segment from Blackhawk Park to SR-165 to connect this trail to the 800 West trail and Logan River trail.
- If concrete section was to be used, staff recommended sawcuts at joints for a smoother ride.

Notes from Meetings with UDOT Staff – 03/05/24

- Present:
 - David Alger – UDOT Region 1 Permit Engineer
 - Jeff Gilbert – Cache MPO Transportation Planner
 - Landis Wenger – Cache County Trails Planner
 - Emily Fletcher – Cache County Assistant Trails Planner



civilsolutionsgroup inc.

- Michael Taylor – Project Consultant
- David Alger not opposed to running the trail in the ROW, nor to utilizing the existing structure as an underpass at SR-165.
- David Alger suggested running the trail along the eastside of the highway from the SR-165 bridge over the BSF River to 1700 South and then west to Blackhawk Park as a way to save money.
- David Alger to review proposed cross-sections and provide further design recommendations.

UDOT Region 1 Permits

Application

OLP #

Date

Route

Begin Milepost

End Milepost

Department

REVIEWED

Review Stamp

By David Alger at 1:27 pm, Apr 18, 2024

Approved

More Info Needed

Variance Approved

Notes



Pre-App Number: PA-146900

Property Owner Information

Name: Landis Wenger / Cache County
Mailing Address: 179 N Main Street
City, State, Zip: Logan, UT 84321
Email: landis.wenger@cachecounty.org
Phone: 4357551646

Applicant Information

Name: Civil Solutions Group, Inc.
Mailing Address: 540 W Golf Course Rd, Ste. B1
City, State, Zip: Providence, UT 84332
Email: mtaylor@civilsolutionsgroup.net
Phone: 4358904498

Purposed Access Information

Physical Address: 550 North SR-165 Millville, UT 84321
State Route ID: 0165
Latitude: 41.69150512
Access Width(in feet): 12
Access Category: Systm Priority Urban

Parcel Number: 99-999-9999
Milepost Marker: 8.51
Longitude: -111.83416566
Access Use: Public Street
Side of Highway: West

PROJECT NAME AND BRIEF SCOPE OF WORK DESCRIPTION

Blacksmith Fork River Trail

The County is proposing the construction of approximately 2,900 linear-feet of public shared-use path trail that would be installed within the UDOT SR-165 ROW.

Meeting Date	Time Spent	Participant Name	Representing	Email	Phone
05-MAR-24		Austin LaRue	UDOT	alarue@utah.gov	8017218846
		David Alger	UDOT	dalger@utah.gov	8016201654
		Dustin Jenkins	UDOT	dustinjenkins@utah.gov	8013897282
		Rodger Genereux	UDOT	jaygenereux@utah.gov	8016786283

Total Time Spent:

Access Application Review Level Fee: \$2,300.00

SITE PLAN / ACCESS NOTES

Site Plan & Access Notes:

Trail alignment option - To avoid the underpass issues with the existing box culvert and flooding issues, consider keeping the trail on the South side of the highway (half of land is being developed and will need to coordinate this update) and crossing at the signal at 1700 S/300 S.
Shared use path to be 12 ft wide with any shy distance required at obstacles.

Comply with PROWAG

Design location to allow for at least a 12 ft shoulder/turn lane and M1 curb and gutter.

TRAFFIC IMPACT STUDY NOTES

Traffic Impact Notes:
None

TIS WAIVER

Approved: N **Name:**

Title:

UTILITIES NOTES

Utility Notes:
None

DRAINAGE NOTES

Drainage Notes:
None

OTHER NOTES

Permit Review Fee:

Permit Review Fee Level - Waived (County trail project)

Required Documents and Recommended Mitigation Options - for more Information visit: <https://www.udot.utah.gov/connect/business/permits/access-management/>

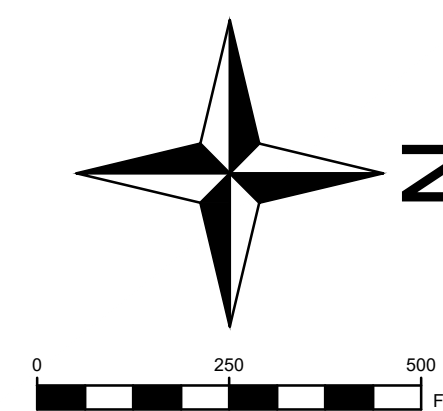
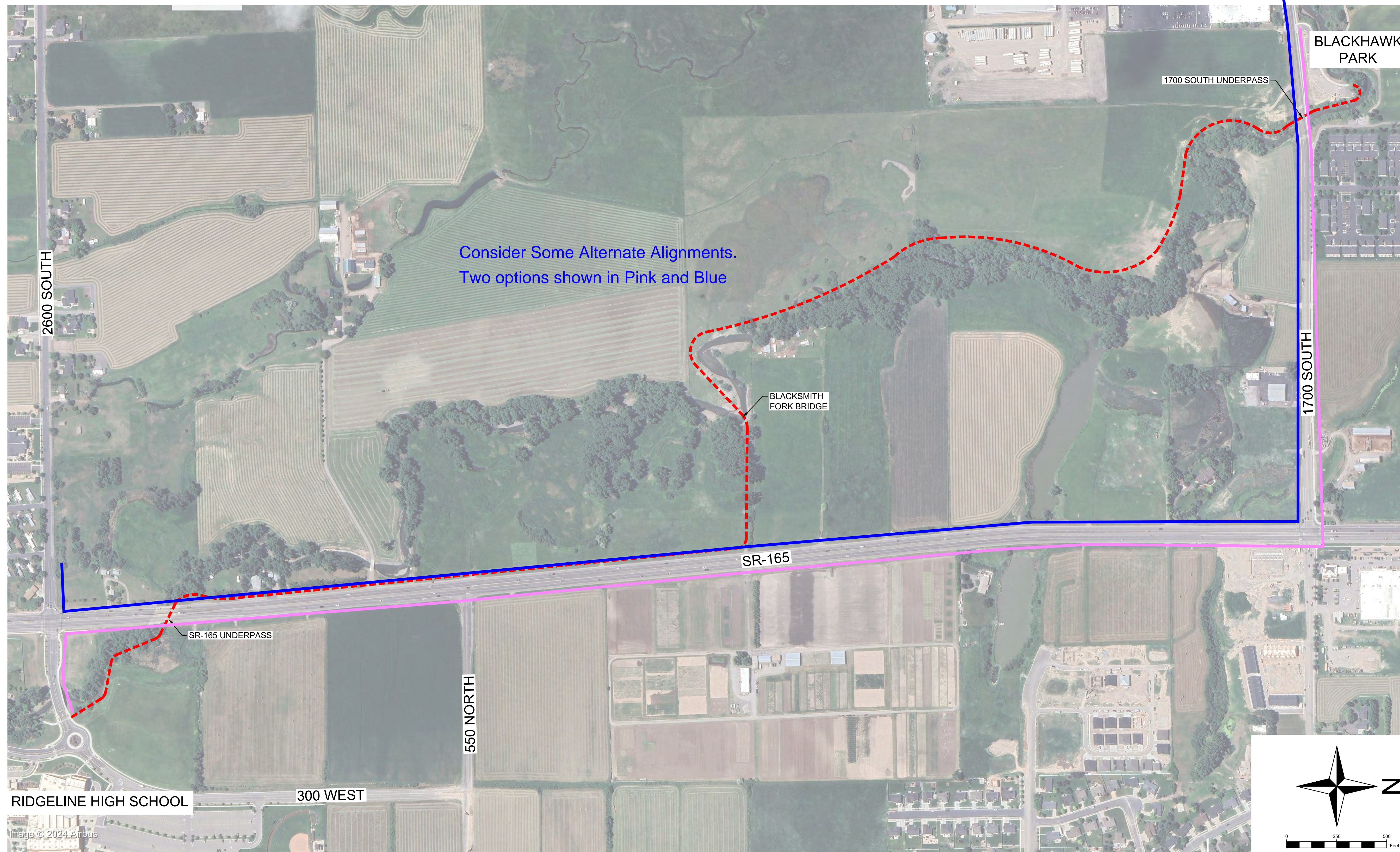
Agreements (e.g. Drainage, Cross Access, and Phased Development) are to be signed and recorded as the final documents after plan approval and before the permit is issued.

Complete Site Plans

Other Notes:

Pre-application notes are valid for 12 months. Approved Conditional Access Permits have 12 months from the date of approval to acquire an Encroachment Permit to build the access.

Required Default Documents
Plan Set
Documents Required / Identified at Pre-Application Meeting



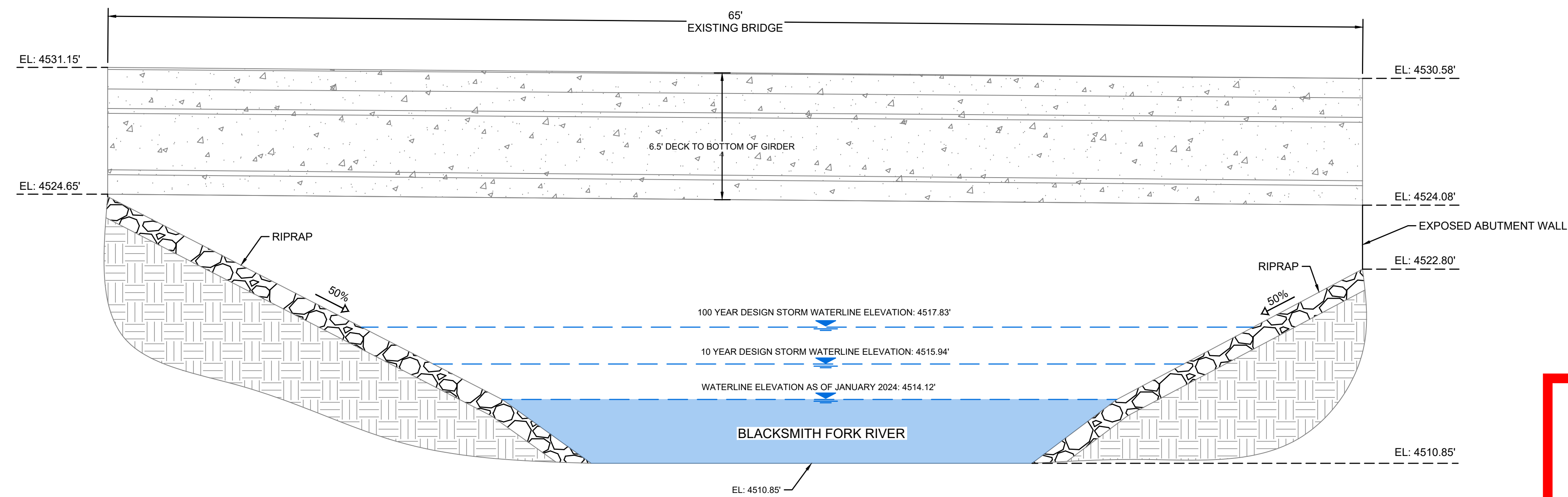
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC. AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 24" X 36" SHEET OF PAPER. THESE PLANS ARE PRODUCED IN COLOR AND SHOULD BE PLOTTED AS SUCH.

[illegible]

PROJECT #: 23-369
DRAWN BY: L. WESTON
PROJECT MANAGER: M. TAYLOR
ISSUED: 3/4/2024

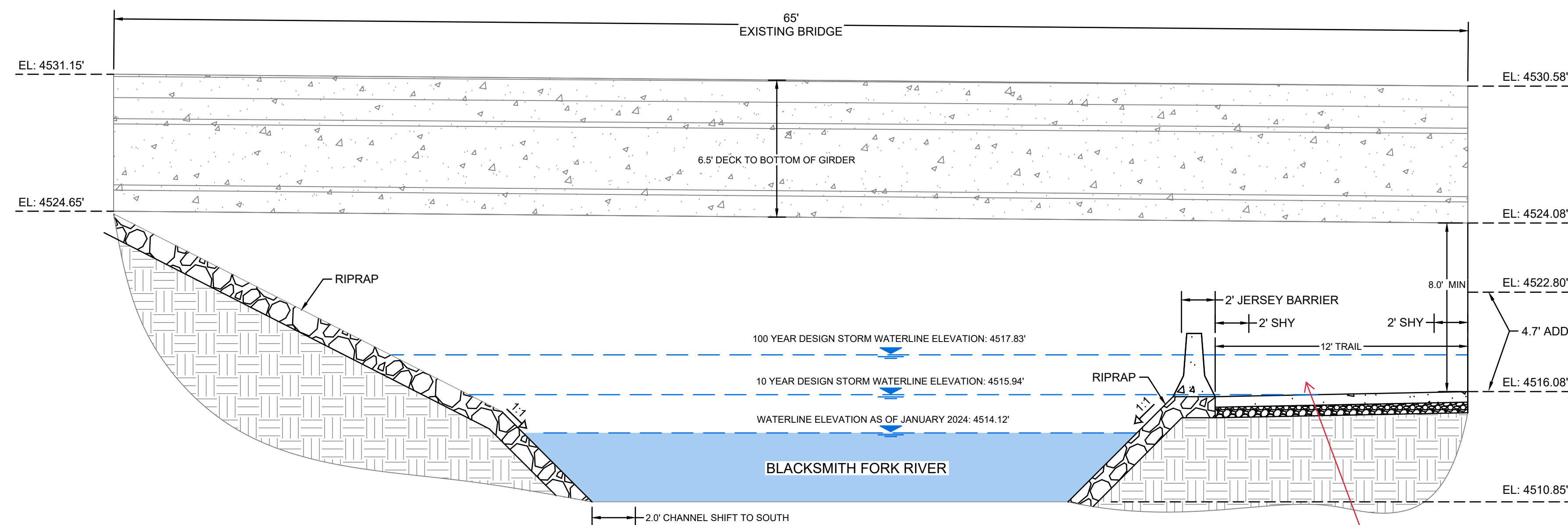
OVERVIEW

1 OF 1



SR-165 BRIDGE EXISTING CONDITIONS

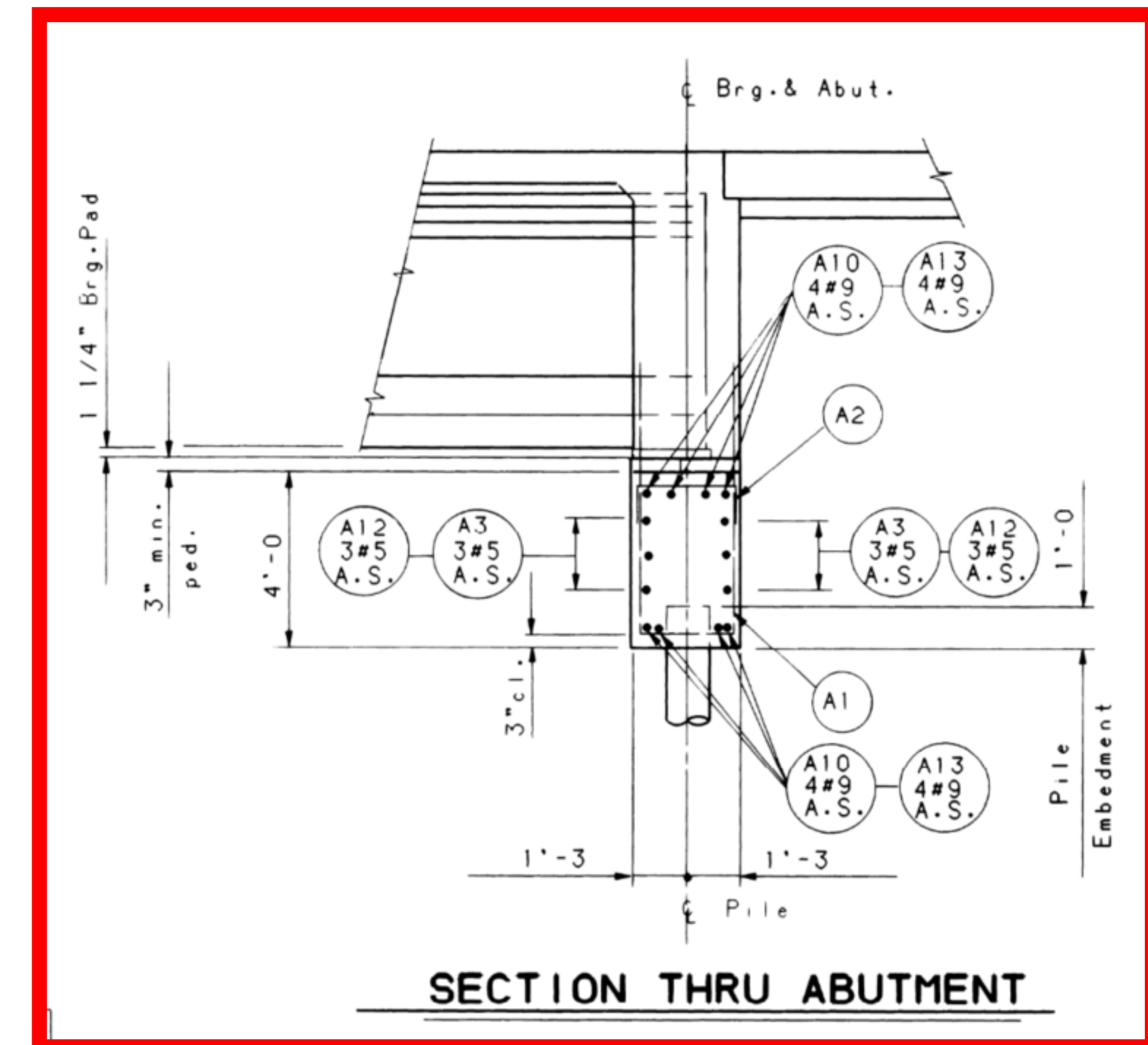
SCALE: 1" = 4'
NO VERTICAL EXAGGERATION



SR-165 BRIDGE PROPOSED IMPROVEMENTS

SCALE: 1" = 4'

NO VERTICAL EXAGGERATION



Per original plans, the abutment wall is only 4ft (approximately) tall as measured from the underside of girder. This proposal would expose about 4ft minimum of driven pile foundation. This isn't acceptable as piles need to remain fully embedded in the ground. See screenshot above that depicts abutment height.

Recommended to consider a different barrier that can prevent the flooding issue every year that would be anticipated with this design.

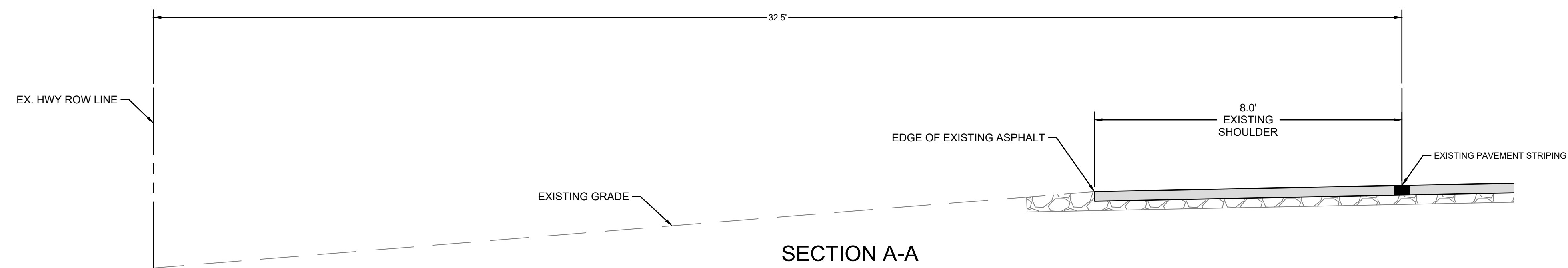
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PROJECT #: 23-369
DRAWN BY: L. WESTON
PROJECT MANAGER: M. TAYLOR
ISSUED: 3/5/2024

The logo for Blue Stakes of Utah features a cartoon character on the left, a yellow figure with a blue body, wearing a blue hard hat and holding a blue shovel. To the right of the character, the text "Know what's below." is in a bold, black, sans-serif font. Below this, "Call 811 before you dig." is written in a larger, bold, black, sans-serif font. To the right of the text "Call 811", there is a graphic of a yellow telephone handset with the number "811" in black. Below the main text, "BLUE STAKES OF UTAH" is written in a bold, blue, sans-serif font. Underneath that, "UTILITY NOTIFICATION CENTER, INC." is in a smaller, black, sans-serif font. Below the company name, the website "www.bluestakes.org" is in a bold, black, sans-serif font. At the bottom, the phone number "1-800-662-4111" is in a bold, black, sans-serif font. The entire logo is set against a white background with a thin black border.

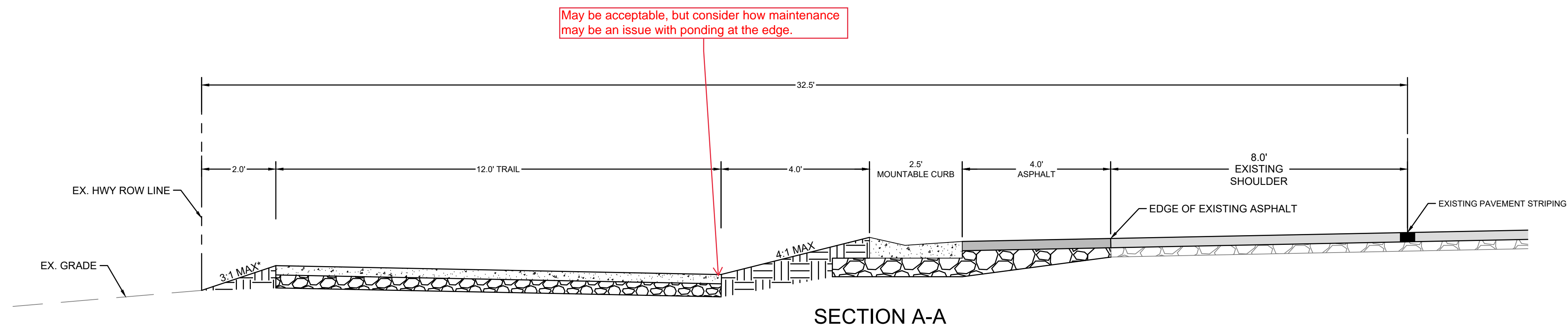


CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net



SR-165 EXISTING CONDITIONS

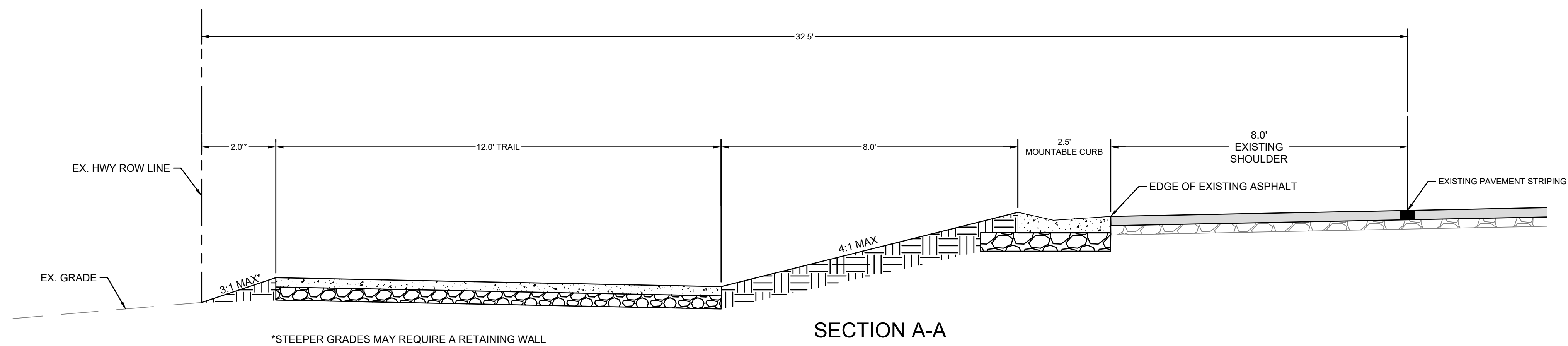
SCALE: 1" = 2'
NO VERTICAL EXAGGERATION



SR-165 (W/ CURB & TURN LANE) PROPOSED IMPROVEMENTS

SCALE: 1" = 2'

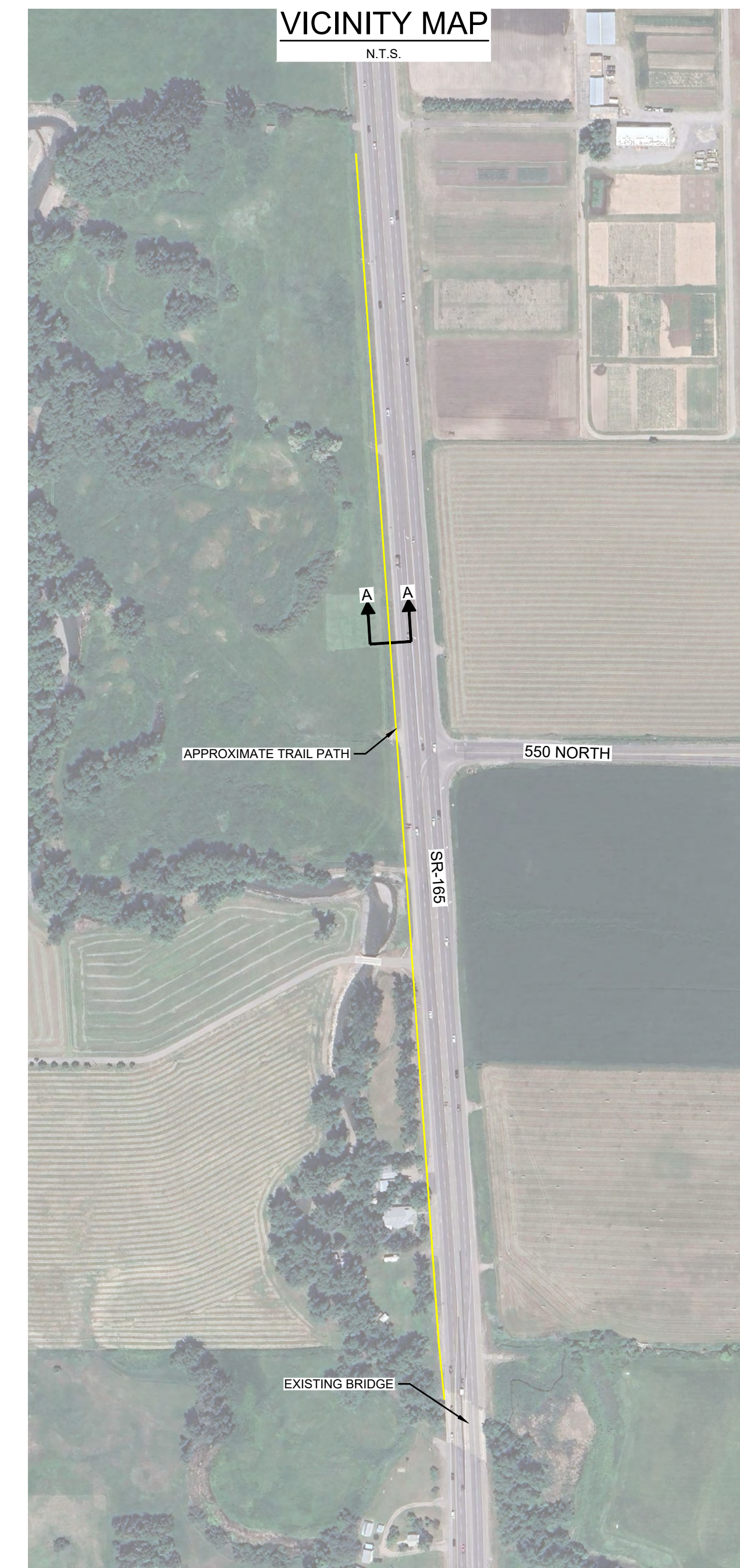
NO VERTICAL EXAGGERATION



SR-165 (W/ CURB)
PROPOSED IMPROVEMENTS

SCALE: 1" = 2'

NO VERTICAL EXAGGERATION

[illegible]

PROJECT #: 23-369
DRAWN BY: L. WESTON
PROJECT MANAGER: M. TAYLOR
ISSUED: 3/5/2024

SR-165

3 OF 3



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BSF RIVER TRAIL X-SECTIONS
EXHIBIT
CACHE COUNTY, UT



State of Utah
Department of Transportation

Active Transportation Cooperative Agreement	Local Agency(ies): Logan City, Nibley City, Providence City	Estimated Local Contribution: \$ 0 Estimated UDOT Funding: \$ 4,000,000
PIN: 21894 CID: 74836 Project #: S-TR01(1)	Total Project Value Estimate: \$4,000,000 (Includes Local Contribution if Applicable)	Date Executed:

This Active Transportation Investment Funds (“ATIF”) Program Cooperative Agreement (the “**Agreement**”), made and entered into as of the “Date Executed” stated above, by and between the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah (hereinafter referred to as “**UDOT**”) and the following: **LOGAN CITY, NIBLEY CITY, and PROVIDENCE CITY**, (hereinafter referred to as “**Local Agency**”), (UDOT and the Agency are collectively referred to as “**Parties.**”)

RECITALS

WHEREAS, the Utah State Legislature appropriated money for the ATIF Program (“**Program**”) pursuant to Utah Code Section 72-2-124(11), and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304;

WHEREAS, the Program supports the creation and management of the Utah Trail Network (“**UTN**”), which will consist of a statewide network of trail facilities owned and operated by UDOT, and that any trail UDOT has constructed or will construct may be adopted into the UTN at an unspecified future date;

WHEREAS, on _____, 20__, the Utah Transportation Commission approved a scope of work for UDOT to design and construct a shared use path located approximately at: _____ (“**Trail**,” further described in **Exhibit A and attached to this Agreement** and incorporated herein). The Trail will have a uniform depth of three (3) to six (6) inches of pavement and a uniform width of eight (8) feet on either side of the Trail centerline (the total width of which is referred to as the Trail’s “**Right of Way**”). The total width of the actual pavement may be less than the sixteen (16) feet of defined Trail Right of Way.) The Trail will be constructed using appropriated ATIF funds in the amount of \$ 9,000,000.00 (the “**Funding**,” further detailed in paragraph C of this Agreement) to perform the design and construction of the trail (the “**Work**”);

WHEREAS, this Agreement addresses: (1) the Parties’ role in the Work, (2) the ownership of the Trail and Right of Way, (3) the funding for the Trail, (4) the operation and maintenance responsibilities of the Trail and Right of Way and its improvements and betterments, and (5) access to the Trail (“**License**”), as well as miscellaneous terms.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the Parties agree as follows:

A. Work.

1. Scope of the Work. UDOT is solely responsible for the Work, which is outlined in the Scope of Work(s) (attached as Exhibit B).
2. Roles and Responsibilities Concerning the Work.

- a. UDOT. UDOT will use the Funding outlined in Paragraph C to engage in its standard Design-Bid-Build process ("DBB") to complete the Work, which includes UDOT retaining consultants/contractors to design and construct the trail, and UDOT overseeing the Work.

Parties acknowledge that UDOT will enter into a separate agreement with one or multiple consultant(s)/contractor(s) ("Contract(s)") to perform and complete the Work.

Upon request by the Local Agency, UDOT shall disclose to the Local Agency documents in the Contract(s) that are relevant to the Work, including detailed plans or technical specifications, subject to any applicable provisions under the Government Records Access and Management Act ("GRAMA"), Utah Code § 63g-2-101 et. seq.

- b. Local Agency. The Local Agency shall assign a Local Project Manager to:
 - i. Act as the single representative of the Local Agency to coordinate with UDOT throughout the Project, as needed, including, but not limited to: (1) informing UDOT of any information that might affect the Work, (2) ensuring that the Local Agency will continuously uphold its responsibilities under this Agreement, and (3) apprising the Local Agency's councils, commissioners, committees, or residents of any significant updates on the Work.
 - ii. Ensure any Local Agency funding contributions (if applicable) are successfully transferred to the Project in the timeframes specified in Section C of this Agreement.

3. Temporary Construction Easement ("TCE"). Parties agree UDOT requires a TCE in UDOT's name for the Work, which shall be executed between the Parties in a separate instrument.
4. Final Acceptance. Parties agree that Final Acceptance of the Work is to be consistent with any final acceptance terms set forth in the Scope of Work.

Upon Final Acceptance of the Work, the Work is deemed to be completed. At this time, Local Agency releases UDOT and its employees, agents, contractors, and consultants from all claims and losses of every kind (including, but not limited to, claims, demands, damages, liabilities, liens, and suits, whether or not involving negligence) that are in any way connected with or arise from the Work.

B. Ownership of Land and Improvements.

1. Ownership of Land. Providence/Millville/Local Agency shall own title to the interest in the Right of Way in fee title. UDOT has no obligation to commence Work for the Trail until such ownership has been established.
2. Ownership of the Improvement. Upon completion of the Work for the Trail, the Local Agency shall own the Trail improvements until such time when UDOT determines to place the Trail within the UTN. If UDOT makes such a determination, UDOT shall give the Local Agency six (6) months' advance written notice of UDOT's intent to place the Trail within the UTN, and the Local Agency may provide written comments to UDOT concerning the Trail. Upon adoption of the Trail into the UTN, the following shall apply:
 - a. The Local Agency shall transfer fee title or a perpetual easement for the Right of Way in consideration of UDOT's investment of Funding to construct the Trail.
 - b. The Trail improvements shall automatically revert to UDOT upon the Local Agency's transfer of the Right of Way to UDOT.
 - c. The Local Agency's obligation to perform Operations and Maintenance of the Trail, as provided in Section D of this Agreement, shall be renegotiated within a separate agreement.

C. Funding.

1. Funding Contributions. As part of the Program, no Local Match amount is required from the Local Agency, but the Local Agency may contribute funds to the Work on a voluntary basis. Local Agency may not contribute additional funds to the Work, including non-UDOT administered State funding, local funding, county funding, and federal funding unless approved by UDOT in writing.

If the Local Agency agrees to contribute funds to completing the Work, that contribution(s) is shown in the table in paragraph C.2. If there is such a contribution, then the Local Agency shall transfer such funds described in the table in paragraph C.2. to UDOT (as a lump sum) in the form of a check or money order upon the execution of this Agreement.

2.

Fund	Prior	FY 2025	FY 2026	Total	State Aid	Other	Percent
UDOT (ST_ATIF)	\$	\$4,000,000	\$	\$4,000,000	\$	\$	100%
Local Agency	\$	\$	\$	\$	\$	\$	0%
Total	\$	\$4,000,000	\$	\$4,000,000	\$	\$	100%

3. Payment Application and Reimbursement of Excess Funds. The funding in the above table in paragraph C.2. will be applied to the Work on a pro-rated basis to pay any applications for the Project. If UDOT determines additional funding is required then UDOT may secure and add funding as needed from internal sources, subject to approval by the Utah Transportation Commission. In the event UDOT cannot secure additional funding for the Work, then UDOT may reduce the Scope of Work, or cancel the Work in its entirety. Once the Work has been completed, and if there are excess monies contributed by the Local Agency outlined in the above paragraph C.2. that UDOT has not applied to the Work, then UDOT shall return to the Local Agency its pro-rated share of those excess monies.

In the event the Local Agency contributes funds to completing the Work, as contemplated in the above paragraph C.1., then UDOT will exhaust those funds first before it applies any UDOT (ST_ATIF) funds to completing the Work.

4. Quarterly Statements. If the Local Agency has contributed funds pursuant to paragraph C.1., then the Local Agency may request the UDOT Comptroller's Office to provide the Local Agency with a quarterly statement reflecting a cost summary for the Work.
5. Betterments. This Agreement and the funds detailed in the table in C.2. only apply to the work approved as part of the Project. Betterments or other work not detailed in Section A shall not be paid for with the Project Funding. Parties agree to execute a separate agreement for any proposed betterments, including standards and specifications for those betterments and the funding thereof. In any such agreement, and unless specified otherwise in the Scope of Work, UDOT shall not own any betterments and shall not be responsible for any of their associated costs.

D. Operations and Maintenance.

1. General Terms. After completion of the Work, the Local Agency agrees to keep the Trail in a good, proper, and safe condition for use by the public and to perform all maintenance work in connection with the Trail, including, but not limited to, maintenance, ongoing or otherwise, as specified in this paragraph D.1., and in the Maintenance Activities provision in paragraph D.2.

As the Project spans multiple Agencies/jurisdictions, the maintenance responsibilities set forth in this agreement are to be divided and executed as detailed and attached in Exhibit C.

Parties acknowledge that the Local Agency is solely responsible for funding any of the maintenance activities it performs on the Trail, including those required under this Agreement. If the Local Agency fails to perform the maintenance activities as contemplated in this Agreement or in the Maintenance Activities provision in paragraph D.2, then those maintenance activities are considered delinquent, and UDOT may compel the Local Agency to cure those delinquent maintenance activities within thirty (30) days of UDOT notifying the Local Agency. If the Local Agency fails to cure the delinquent maintenance activities within that thirty (30) day period, then Local Agency agrees that UDOT may enter the ROW and perform the work through its employees, agents, contractors, and/or consultants. In this instance, once UDOT or its employees, agents, contractors, and/or consultants have completed that work, UDOT shall submit to the Local Project Manager an invoice of the total actual costs of performing the work. The Local Agency shall reimburse UDOT for those costs within thirty (30) days of receiving the invoice, in one lump sum.

The Local Agency is responsible for ensuring the Trail is in good, usable condition, year-round, seven days/week, and at all hours of the day. "Good, usable condition" for the purposes of this Agreement means the Trail is unimpeded, accessible, and fully capable of accommodating pedestrian travel, including foot traffic, bicycles, wheelchairs, and any other mobility device under the Americans with Disabilities Act. Parties acknowledge that adverse weather events or other acts of God might create obstacles on the Trail or in its direct vicinity, or destroy sections of the Trail, thus preventing the Trail from being in good, usable condition. In this instance, the Local Agency agrees to rectify any such impediments as soon as reasonably possible. The Local Agency is solely responsible for such rectification efforts, including costs.

Adverse weather or acts of God notwithstanding, Parties acknowledge that the Trail might at times fall into disrepair or be in need of reconstruction. The Local Agency agrees to perform all activities required to repair or reconstruct the Trail.

The Local Agency further agrees that it is solely responsible for providing any necessary security or safety measures on the Trail, including, but not limited to, law enforcement patrol of the Trail, and litter control.

In the event of the interest in the Trail reverting to UDOT, as outlined in Paragraph B.2 of this Agreement, Parties agree UDOT may assume any or all of the rights and responsibilities outlined in this Section D of this Agreement.

The Parties agree that for as long as the Local Agency is obligated to perform operations and maintenance for the Trail and its Right-of-Way, the Local Agency shall have access for that purpose under the License stated in Section E of this Agreement.

2. Maintenance Activities. If applicable, the Local Agency is responsible for ensuring, at minimum, the following maintenance activities:
 - Weed/Vegetation Control: As needed, mow vegetation directly adjacent to the Trail. Perform weed/vegetation mitigation in areas that directly impact Trail users.
 - Pavement/Crack Sealing: Ensure that the Trail surface pavement is in good, usable condition. Includes periodic preservation of pavement material using seal coats. Mitigate any expansion cracking of Trail surface material with crack seal compound as needed.
 - Erosion Control: Repair any erosion of shouldering material, or any other material that supports the Trail surface material. Sweep/remove any silt or sediment material from Trail surface, as needed, that might interfere with Trail users.

E. License.

1. Subject to terms stated elsewhere in this Agreement, the Local Agency and UDOT each hereby provide to each other, their employees, agents, contractors, and/or consultants a non-exclusive license to enter onto and use the Trail Right of Way for purposes authorized under this Agreement.

F. Miscellaneous Terms.

1. Termination. Prior to completion of the Work, UDOT may terminate this Agreement, or any portion hereof, at its convenience and upon written notice to the Local Project Manager.

After completion of the Work, UDOT may terminate this Agreement, or any portion hereof, at its convenience and upon written notice to the Local Project Manager, if any of the following occur:

- a) The Trail is abandoned for a period of at least six (6) months. 'Abandoned' for the purposes of this Agreement means being in a state of desertion, general neglect, or disrepair, or being relinquished of all activities necessary for continuous Trail operation; or
- b) The Local Agency fails to perform any obligations stated in this Agreement and fails to cure that default within ninety (90) days following receipt of written

notice issued by UDOT; provided, however, that if the obligation is not something that can be reasonably performed within ninety (90) days of the written notice, UDOT may provide a reasonable additional extension of time within which the Local Agency may perform the obligation.

2. Encumbrances. The Local Agency may not allow a lease, encumbrance, or any other interest to be placed on the Trail, and it shall hold the Trail free from such interests.

The Local Agency agrees that if it should ever be dissolved or become unable to perform its obligations under this Agreement, it will transfer its interests and obligations under this Agreement to another political subdivision of the State of Utah that is acceptable to UDOT and is capable of fully performing this Agreement.

3. Ability to Enter into and Perform Agreement. Parties hereby represent that each party has the power and authority necessary to sign this Agreement and to perform all of their obligations under this Agreement as a public entity.
4. Indemnity. The Local Agency agrees to indemnify, defend, and save harmless UDOT, its employees, agents, contractors, and consultants from and against all losses of every kind (including but not limited to any claims, suits, costs, environmental contamination damages and penalties, and loss from personal injuries and property damage) that arise from or relate to (i) UDOT's Work; or (ii) any wrongful or negligent act or omission of the Local Agency or its employees, agents, contractors and consultants in connection with entering or performing this Agreement. The Local Agency is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act, provided said Act applies to the loss in question. This indemnification obligation shall survive the expiration or termination of this Agreement.
5. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement, if applicable, to maintain insurance in amounts reasonably sufficient to pay for the contractor's or consultant's negligent acts or omissions.
6. Term. The initial term of this Agreement will be ten (10) years. At the end of the ten (10) year period, this Agreement will be automatically renewed by five (5) year increments unless terminated in accordance with any termination provision contemplated in this Agreement.
7. Miscellaneous.
 - a) Notice. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: _____</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To Local Agency:</p>
--	-------------------------

- b) Duty to Comply. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c) Waiver. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth herein.

RECOMMENDED FOR APPROVAL

By: _____

Title: Region Project Manager, *****

Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____

Title: UDOT Region Director, *****

Date: _____

UTAH COMPTROLLER'S OFFICE

By: _____

Title: Contract Administrator, *****

Date: _____

*****City/County*****

By: _____

Title: _____

Date: _____

Approved as to form: _____

Attest (Recorder):



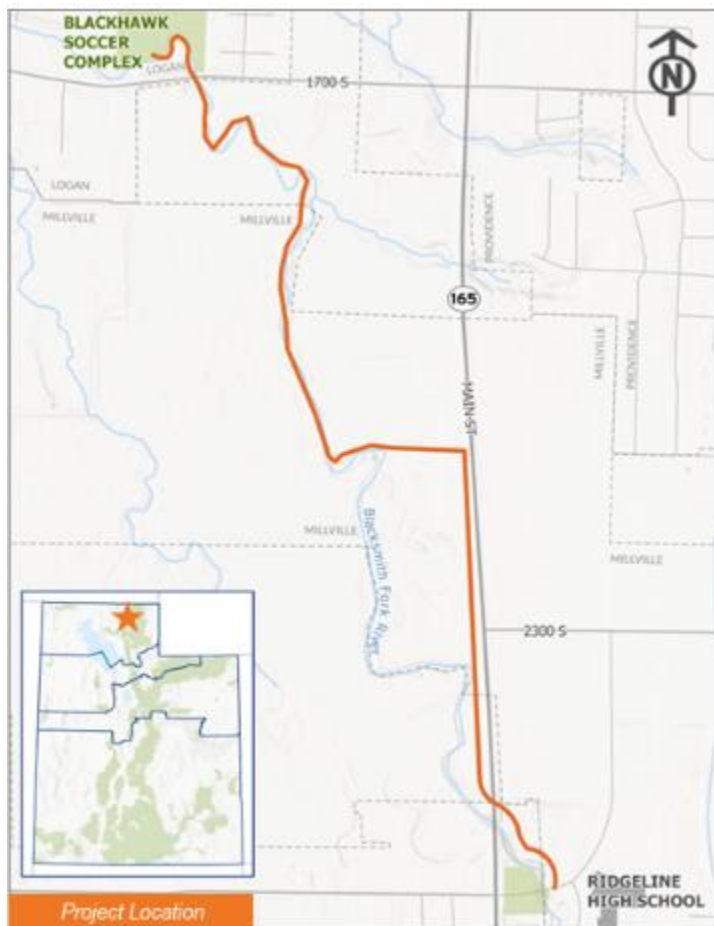
**State of Utah
Department of Transportation**

Active Transportation Cooperative Agreement (Exhibit A)	Local Agency(ies): Logan City, Nibley City, Providence City	Date Executed:
PIN: 21894 CID: 74836 Project #: S-TR01(1)		

Project Location.

The trail is located adjacent to Blacksmith Fork River from 1700 South to 2600 South in Cache County.

Project Map.



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State of Utah
Department of Transportation

Active Transportation Cooperative Agreement (Exhibit B)	Local Agency(ies): Logan City, Nibley City, Providence City	Date Executed:
PIN: 21894 CID: 74836 Project #: S-TR01(1)		

Scope of Work.

This project will construct a shared use path that connects commuters from Ridgeline High School to Blackhawk Soccer Complex in Cache Valley.

The trail will follow the Blacksmith Fork River and will consist of a paved and separated facility that supports different modes of active transportation.

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State of Utah
Department of Transportation

Active Transportation Cooperative Agreement (Exhibit C)	Local Agency(ies): Logan City, Nibley City, Providence City	Date Executed:
PIN: 21894 CID: XXXXX Project #: S-TR01(1)		

Extents of Trail Maintenance.

(Use this space to describe the extents of trail maintenance between several LG Agencies in the event that the trail is shared by several jurisdictions. Attach a map, if available, to show these extents graphically.)

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PERSONNEL					
Task		Personnel	Duration (week/yr)	Frequency	hrs/per
Mowing		1	4	1	6
Edge/Trim		2	4	1	9
Fall Cleanup		3	2	1	7
Tree Trimming		3	1	1	10
Restrooms and garabage maintenance					
Restroom Cleaners					
Maintain waterway					
Pickleball Court					
Playground Maintenance					
Playground Inspection					
Playground Inspection					
Sprinklers					
Planter Maintenance					
Plaza Maintenance					
Plaza Maintenance					
Snow Removal Trails		1	15	1	1.5
Bridge snow removal		1	15	1	1
Chemicals Landscaping					
Chemicals Herbicide		1	2	1	4
Gas utility					
Electric Utility					
Water Utility (irrigation)					

Asphalt Trail Maint
Concrete Trail Maint

FULL TRAIL

Manhours	cost/hr	Personnel cost
24	\$21.00	\$504.00
72	\$21.00	\$1,512.00
42	\$21.00	\$882.00
30	\$21.00	\$630.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$58.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
22.5	\$21.00	\$472.50
15	\$21.00	\$315.00
0	\$21.00	\$0.00
8	\$21.00	\$168.00
0		\$0.00
0		\$0.00
0		\$0.00

\$4,483.50

\$ 500.00

\$ 1,000.00

\$5,983.50

EQUIPMENT

Equipment	# of pieces	Duration (week/yr)
Mower (tractor)	1	4
Trimmer	2	4
Pick up	1	1
Chain Saw	1	1
Cleaner (gals)		
UTV	1	2
Blower		
UTV	1	4
Blower	1	2
Pressure Washer		
UTV		
SnowBlower	1	15
Fertilizers (lbs)		
Herbicide (gals)	2.5	2
Gas Bill (avg/month)		
Electric Bill (avg/month)		
Water Bill (avg/month)		
Water Bill (avg/month)		

/MATERIALS/UTILITIES			
Frequency	Hours	cost/hr	Equipment Cost
1	6	\$64.00	\$1,536.00
1	9	\$7.00	\$504.00
			\$0.00
1	10	\$68.00	\$680.00
1	10	\$7.00	\$70.00
		\$22.00	\$0.00
1	4	\$50.00	\$400.00
		\$7.00	\$0.00
			\$0.00
			\$0.00
			\$0.00
1	9	\$50.00	\$1,800.00
			\$0.00
1	7	\$7.00	\$98.00
		\$9.00	\$0.00
		\$60.00	\$0.00
1	1	\$40.00	\$600.00
		\$1.25	\$0.00
1	1	\$60.00	\$300.00
		\$197.57	\$0.00
		\$101.03	\$0.00
		\$350.00	\$0.00
		\$100.00	\$0.00

\$5,988.00

Total Cost
\$2,040.00
\$2,016.00
\$882.00
\$1,310.00
\$70.00
\$0.00
\$400.00
\$0.00
\$0.00
\$0.00
\$0.00
\$1,800.00
\$0.00
\$98.00
\$0.00
\$472.50
\$915.00
\$0.00
\$468.00
\$0.00
\$0.00
\$0.00
\$10,471.50

Total	\$11,971.50
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PERSONNEL					
Task		Personnel	Duration (week/yr)	Frequency	hrs/per
Mowing		1	4	1	1
Edge/Trim		2	4	1	2
Fall Cleanup		3	2	1	2
Tree Trimming		3	1	1	2
Restrooms and garabage maintenance					
Restroom Cleaners					
Maintain waterway					
Pickleball Court					
Playground Maintenance					
Playground Inspection					
Playground Inspection					
Sprinklers					
Planter Maintenance					
Plaza Maintenance					
Plaza Maintenance					
Snow Removal Trails		1	15	1	1
Bridge snow removal					
Chemicals Landscaping					
Chemicals Herbicide		1	2	1	1
Gas utility					
Electric Utility					
Water Utility (irrigation)					

Asphalt Trail Maint
Concrete Trail Maint

NIBLEY TRAIL ONLY

Manhours	cost/hr	Personnel cost
4	\$21.00	\$84.00
16	\$21.00	\$336.00
12	\$21.00	\$252.00
6	\$21.00	\$126.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$58.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
15	\$21.00	\$315.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
2	\$21.00	\$42.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00

\$1,155.00

\$ 500.00

\$ 1,000.00

\$2,655.00

EQUIPMENT

Equipment	# of pieces	Duration (week/yr)
Mower (tractor)	1	4
Trimmer	2	4
Pick up	1	1
Chain Saw	1	1
Cleaner (gals)		
UTV	1	2
Blower		
UTV	1	4
Blower	1	2
Pressure Washer		
UTV		
SnowBlower		
Fertilizers (lbs)		
Herbicide (gals)	0.5	2
Gas Bill (avg/month)		
Electric Bill (avg/month)		
Water Bill (avg/month)		
Water Bill (avg/month)		

/MATERIALS/UTILITIES			
Frequency	Hours	cost/hr	Equipment Cost
1	1	\$64.00	\$256.00
1	2	\$7.00	\$112.00
			\$0.00
1	2	\$68.00	\$136.00
1	2	\$7.00	\$14.00
		\$22.00	\$0.00
1	2	\$50.00	\$200.00
		\$7.00	\$0.00
			\$0.00
			\$0.00
			\$0.00
1	2	\$50.00	\$400.00
			\$0.00
1	2	\$7.00	\$28.00
		\$9.00	\$0.00
		\$60.00	\$0.00
		\$40.00	\$0.00
		\$1.25	\$0.00
1	1	\$60.00	\$60.00
		\$197.57	\$0.00
		\$101.03	\$0.00
		\$350.00	\$0.00
		\$100.00	\$0.00

\$1,206.00

Total Cost
\$340.00
\$448.00
\$252.00
\$262.00
\$14.00
\$0.00
\$200.00
\$0.00
\$0.00
\$0.00
\$0.00
\$400.00
\$0.00
\$28.00
\$0.00
\$315.00
\$0.00
\$0.00
\$0.00
\$102.00
\$0.00
\$0.00
\$0.00
\$2,361.00

Total	\$3,861.00
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PERSONNEL					
Task		Personnel	Duration (week/yr)	Frequency	hrs/per
Mowing		1	4	1	3
Edge/Trim		2	4	1	4
Fall Cleanup		3	2	1	3
Tree Trimming		3	1	1	3
Restrooms and garabage maintenance					
Restroom Cleaners					
Maintain waterway					
Pickleball Court					
Playground Maintenance					
Playground Inspection					
Playground Inspection					
Sprinklers					
Planter Maintenance					
Plaza Maintenance					
Plaza Maintenance					
Snow Removal Trails		1	15	1	1
Bridge snow removal					
Chemicals Landscaping					
Chemicals Herbicide		1	2	1	2
Gas utility					
Electric Utility					
Water Utility (irrigation)					

Asphalt Trail Maint
Concrete Trail Maint

SR-165 TRAIL ONLY

Manhours	cost/hr	Personnel cost
12	\$21.00	\$252.00
32	\$21.00	\$672.00
18	\$21.00	\$378.00
9	\$21.00	\$189.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$58.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
15	\$21.00	\$315.00
0	\$21.00	\$0.00
0	\$21.00	\$0.00
4	\$21.00	\$84.00
0		\$0.00
0		\$0.00
0		\$0.00

\$1,890.00

\$ 500.00

\$ 1,000.00

\$3,390.00

EQUIPMENT

Equipment	# of pieces	Duration (week/yr)
Mower (tractor)	1	4
Trimmer	2	4
Pick up	1	1
Chain Saw	1	1
Cleaner (gals)		
UTV	1	2
Blower		
UTV	1	4
Blower	1	2
Pressure Washer		
UTV		
SnowBlower		
Fertilizers (lbs)		
Herbicide (gals)	1.5	2
Gas Bill (avg/month)		
Electric Bill (avg/month)		
Water Bill (avg/month)		
Water Bill (avg/month)		

/MATERIALS/UTILITIES			
Frequency	Hours	cost/hr	Equipment Cost
1	3	\$64.00	\$768.00
1	4	\$7.00	\$224.00
			\$0.00
1	3	\$68.00	\$204.00
1	3	\$7.00	\$21.00
		\$22.00	\$0.00
1	2	\$50.00	\$200.00
		\$7.00	\$0.00
			\$0.00
			\$0.00
			\$0.00
1	4	\$50.00	\$800.00
			\$0.00
1	3	\$7.00	\$42.00
		\$9.00	\$0.00
		\$60.00	\$0.00
		\$40.00	\$0.00
		\$1.25	\$0.00
1	1	\$60.00	\$180.00
		\$197.57	\$0.00
		\$101.03	\$0.00
		\$350.00	\$0.00
		\$100.00	\$0.00

\$2,439.00

Total Cost
\$1,020.00
\$896.00
\$378.00
\$393.00
\$21.00
\$0.00
\$200.00
\$0.00
\$0.00
\$0.00
\$0.00
\$800.00
\$0.00
\$42.00
\$0.00
\$315.00
\$0.00
\$0.00
\$0.00
\$264.00
\$0.00
\$0.00
\$0.00
\$4,329.00

Total	\$5,829.00
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State of Utah
Department of Transportation

Active Transportation Cooperative Agreement	Local Agency(ies): Logan City, Nibley City, Providence City	Estimated Local Contribution: \$ 0 Estimated UDOT Funding: \$ 4,000,000
PIN: 21894 CID: 74836 Project #: S-TR01(1)	Total Project Value Estimate: \$4,000,000 (Includes Local Contribution if Applicable)	Date Executed:

This **Active Transportation Investment Funds (“ATIF”) Program Cooperative Agreement** (the “**Agreement**”), made and entered into as of the “Date Executed” stated above, by and between the UTAH DEPARTMENT OF TRANSPORTATION, an agency of the State of Utah (hereinafter referred to as “**UDOT**”) and the following: **LOGAN CITY, NIBLEY CITY, and PROVIDENCE CITY**, (hereinafter referred to as “**Local Agency**”), (UDOT and the Agency are collectively referred to as “**Parties.**”)

RECITALS

WHEREAS, the Utah State Legislature appropriated money for the ATIF Program (“**Program**”) pursuant to Utah Code Section 72-2-124(11), and Program funds must be administered by UDOT when a scope of work has been approved by the Utah Transportation Commission pursuant to Utah Code 72-2-124 and 72-1-304;

WHEREAS, the Program supports the creation and management of the Utah Trail Network (“**UTN**”), which will consist of a statewide network of trail facilities owned and operated by UDOT, and that any trail UDOT has constructed or will construct may be adopted into the UTN at an unspecified future date;

WHEREAS, on _____, 20____, the Utah Transportation Commission approved a scope of work for UDOT to design and construct a shared use path located approximately at: _____ (“**Trail**,” further described in **Exhibit A and attached to this Agreement** and incorporated herein). The Trail will have a uniform depth of three (3) to six (6) inches of pavement and a uniform width of eight (8) feet on either side of the Trail centerline (the total width of which is referred to as the Trail’s “**Right of Way**”). The total width of the actual pavement may be less than the sixteen (16) feet of defined Trail Right of Way.) The Trail will be constructed using appropriated ATIF funds in the amount of \$ 4,000,000.00 (the “**Funding**,” further detailed in paragraph C of this Agreement) to perform the design and construction of the trail (the “**Work**”);

WHEREAS, this Agreement addresses: (1) the Parties’ role in the Work, (2) the ownership of the Trail and Right of Way, (3) the funding for the Trail, (4) the operation and maintenance responsibilities of the Trail and Right of Way and its improvements and betterments, and (5) access to the Trail (“**License**”), as well as miscellaneous terms.

AGREEMENT

THEREFORE, in consideration of the foregoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the Parties agree as follows:

A. Work.

1. Scope of the Work. UDOT is solely responsible for the Work, which is outlined in the Scope of Work(s) (attached as Exhibit B).

2. Roles and Responsibilities Concerning the Work.

- a. UDOT. UDOT will use the Funding outlined in Paragraph C to engage in its standard Design-Bid-Build process ("DBB") to complete the Work, which includes UDOT retaining consultants/contractors to design and construct the trail, and UDOT overseeing the Work.

Parties acknowledge that UDOT will enter into a separate agreement with one or multiple consultant(s)/contractor(s) ("Contract(s)") to perform and complete the Work.

Upon request by the Local Agency, UDOT shall disclose to the Local Agency documents in the Contract(s) that are relevant to the Work, including detailed plans or technical specifications, subject to any applicable provisions under the Government Records Access and Management Act ("GRAMA"), Utah Code § 63g-2-101 et. seq.

- b. Local Agency. The Local Agency shall assign a Local Project Manager to:

- i. Act as the single representative of the Local Agency to coordinate with UDOT throughout the Project, as needed, including, but not limited to: (1) informing UDOT of any information that might affect the Work, (2) ensuring that the Local Agency will continuously uphold its responsibilities under this Agreement, and (3) apprising the Local Agency's councils of any significant updates on the Work.

3. Temporary Construction Easement ("TCE"). Parties agree UDOT requires a TCE in UDOT's name for the Work, which shall be executed between the Parties in a separate instrument.

4. Final Acceptance. Parties agree that Final Acceptance of the Work is to be consistent with any final acceptance terms set forth in the Scope of Work.

Upon Final Acceptance of the Work, the Work is deemed to be completed. At this time, Local Agency releases UDOT and its employees, agents, contractors, and consultants from all claims and losses of every kind (including, but not limited to, claims, demands, damages, liabilities, liens, and suits, whether or not involving negligence) that are in any way connected with or arise from the Work.

B. Ownership of Land and Improvements.

1. Ownership of Land. Providence//Nibley shall own title to the interest in the Right of Way in fee title. UDOT has no obligation to commence Work for the Trail until such ownership has been established.
2. Ownership of the Improvement. Upon completion of the Work for the Trail, the Local Agency shall own the Trail improvements until such time when UDOT determines to place the Trail within the UTN. If UDOT makes such a determination it will happen between one and three years of this agreement. UDOT shall give the Local Agency six (6) months' advance written notice of UDOT's intent to place the Trail within the UTN, and the Local Agency may provide written comments to UDOT concerning the Trail. Upon adoption of the Trail into the UTN, the following shall apply:
 - a. The Local Agency shall transfer fee title or a perpetual easement for the Right of Way in consideration of UDOT's investment of Funding to construct the Trail.
 - b. The Trail improvements shall automatically revert to UDOT upon the Local Agency's transfer of the Right of Way to UDOT.
 - c. The Local Agency's obligation to perform Operations and Maintenance of the Trail, as provided in Section D of this Agreement, shall be renegotiated within a separate agreement.

C. Funding.

1. Funding Contributions. As part of the Program, no Local Match amount is required from the Local Agency, but the Local Agency may contribute funds to the Work on a voluntary basis. Local Agency may not contribute additional funds to the Work, including non-UDOT administered State funding, local funding, county funding, and federal funding unless approved by UDOT in writing.

If the Local Agency agrees to contribute funds to completing the Work, that contribution(s) is shown in the table in paragraph C.2. If there is such a contribution, then the Local Agency shall transfer such funds described in the table in paragraph C.2. to UDOT (as a lump sum) in the form of a check or money order upon the execution of this Agreement.

2.

Fund	Prior	FY 2025	FY 2026	Total	State Aid	Other	Percent
UDOT (ST_ATIF)	\$	\$4,000,000	\$	\$4,000,000	\$	\$	100%
Local Agency	\$	\$	\$	\$	\$	\$	0%
Total	\$	\$4,000,000	\$	\$4,000,000	\$	\$	100%

3. Payment Application and Reimbursement of Excess Funds. The funding in the above table in paragraph C.2. will be applied to the Work on a pro-rated basis to pay any applications for the Project. If UDOT determines additional funding is required then UDOT may secure and add funding as needed from internal sources, subject to approval by the Utah Transportation Commission. In the event UDOT cannot secure additional funding for the Work, then UDOT may reduce the Scope of Work, or cancel the Work in its entirety. Once the Work has been completed, and if there are excess monies contributed by the Local Agency outlined in the above paragraph C.2. that UDOT has not applied to the Work, then UDOT shall return to the Local Agency its pro-rated share of those excess monies.

In the event the Local Agency contributes funds to completing the Work, as contemplated in the above paragraph C.1., then UDOT will exhaust those funds first before it applies any UDOT (ST_ATIF) funds to completing the Work.

4. Quarterly Statements. If the Local Agency has contributed funds pursuant to paragraph C.1., then the Local Agency may request the UDOT Comptroller's Office to provide the Local Agency with a quarterly statement reflecting a cost summary for the Work.
5. Betterments. This Agreement and the funds detailed in the table in C.2. only apply to the work approved as part of the Project. Betterments or other work not detailed in Section A shall not be paid for with the Project Funding. Parties agree to execute a separate agreement for any proposed betterments, including standards and specifications for those betterments and the funding thereof. In any such agreement, and unless specified otherwise in the Scope of Work, UDOT shall not own any betterments and shall not be responsible for any of their associated costs.

D. Operations and Maintenance.

1. General Terms. After completion of the Work, the Local Agency agrees to keep the Trail in a good, proper, and safe condition for use by the public and to perform all maintenance work in connection with the Trail, including, but not limited to, maintenance, ongoing or otherwise, as specified in this paragraph D.1., and in the Maintenance Activities provision in paragraph D.2.

As the Project spans multiple Agencies/jurisdictions, the maintenance responsibilities set forth in this agreement are to be divided and executed as detailed and attached in Exhibit C.

Parties acknowledge that the Local Agency is solely responsible for funding any of the maintenance activities it performs on the Trail, including those required under this Agreement. If the Local Agency fails to perform the maintenance activities as contemplated in this Agreement or in the Maintenance Activities provision in paragraph D.2, then those maintenance activities are considered delinquent, and UDOT may compel the Local Agency to cure those delinquent maintenance activities within thirty (30) days of UDOT notifying the Local Agency. If the Local Agency fails to cure, or fails to provide UDOT with a written plan of how they intend to address the work within 60 days, the delinquent maintenance activities within that thirty (30) day period, then Local Agency agrees that UDOT may enter the ROW and perform the work through its employees, agents, contractors, and/or consultants. In this instance, once UDOT or its employees, agents, contractors, and/or consultants have completed that work, UDOT shall submit to the Local Project Manager an invoice of the total actual costs of performing the work. The Local Agency shall reimburse UDOT for those costs within thirty (30) days of receiving the invoice, in one lump sum.

The Local Agency is responsible for ensuring the Trail is in good, usable condition year round, seven days a week. Maintenance activities to ensure the trail is in usable condition will occur Monday - Friday from dawn until dusk and a hazard will not constitute an emergency and will be handled as soon as administratively feasible during regular business hours. "Good, usable condition" for the purposes of this Agreement means the Trail is unimpeded, accessible, and fully capable of accommodating pedestrian travel, including foot traffic, bicycles, wheelchairs, and any other mobility device under the Americans with Disabilities Act, this does not include any motorized vehicles (gas or electric).. Parties acknowledge that adverse weather events or other acts of God might create obstacles on the Trail or in its direct vicinity, or destroy sections of the Trail, thus preventing the Trail from being in good, usable condition. In this instance, the Local

Agency agrees to rectify any such impediments as soon as reasonably possible. The Local Agency is solely responsible for such rectification efforts, including costs.

Adverse weather or acts of God notwithstanding, Parties acknowledge that the Trail might at times fall into disrepair or be in need of reconstruction. The Local Agency agrees to perform all activities required to repair or reconstruct the Trail.

The Local Agency or its contracted law enforcement further agrees that it is solely responsible for providing any necessary security or safety measures on the Trail, including, but not limited to, law enforcement patrol of the Trail, and litter control.

In the event of the interest in the Trail reverting to UDOT, as outlined in Paragraph B.2 of this Agreement, Parties agree UDOT may assume any or all of the rights and responsibilities outlined in this Section D of this Agreement.

The Parties agree that for as long as the Local Agency owns the property it is obligated to perform operations and maintenance for the Trail and its Right-of-Way.

2. Maintenance Activities. If applicable, the Local Agency is responsible for ensuring the following maintenance activities:

- **Weed/Vegetation Control:** As needed, mow vegetation directly adjacent to the Trail. Perform weed/vegetation mitigation in areas that directly impact Trail users.
- **Pavement/Crack Sealing:** Ensure that the Trail surface pavement is in good, usable condition. Includes periodic preservation of pavement material using seal coats. Mitigate any expansion cracking of Trail surface material with crack seal compound or equivalent material as needed.
- **Erosion Control:** Repair any erosion of the trail shouldering material or any other material that directly supports the Trail surface material, such as riprap, untreated base course and granular barrow. Sweep/remove any silt or sediment material from Trail surface, as needed, that might interfere with Trail users.

E. License.

1. Subject to terms stated elsewhere in this Agreement, the Local Agency and UDOT each hereby provide to each other, their employees, agents, contractors, and/or consultants a non-exclusive license to enter onto and use the Trail Right of Way for purposes authorized under this Agreement.

F. Miscellaneous Terms.

1. **Termination.** Prior to completion of the Work, UDOT may terminate this Agreement, or any portion hereof, at its convenience and upon written notice to the Local Project Manager.

After completion of the Work, UDOT may terminate this Agreement, or any portion hereof, at its convenience and upon written notice to the Local Project Manager, if any of the following occur:

- a) The Trail is abandoned for a period of at least six (6) months. 'Abandoned' for the purposes of this Agreement means being in a state of desertion, general neglect, or disrepair, or being relinquished of all activities necessary for continuous Trail operation; or

- b) The Local Agency fails to perform any obligations stated in this Agreement and fails to cure that default within ninety (90) days following receipt of written notice issued by UDOT; provided, however, that if the obligation is not something that can be reasonably performed within ninety (90) days of the written notice, UDOT may provide a reasonable additional extension of time within which the Local Agency may perform the obligation.

- 2. Encumbrances. The Local Agency may not allow a lease, encumbrance, or any other interest to be placed on the Trail, and it shall hold the Trail free from such interests.

The Local Agency agrees that if it should ever be dissolved or become unable to perform its obligations under this Agreement, it will transfer its interests and obligations under this Agreement to another political subdivision of the State of Utah that is acceptable to UDOT and is capable of fully performing this Agreement.

- 3. Ability to Enter into and Perform Agreement. Parties hereby represent that each party has the power and authority necessary to sign this Agreement and to perform all of their obligations under this Agreement as a public entity.
- 4. Indemnity. The UDOT and the CITY are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
- 5. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement, if applicable, to maintain insurance in amounts reasonably sufficient to pay for the contractor's or consultant's negligent acts or omissions.
- 6. Term. The initial term of this Agreement will be ten (10) years. At the end of the ten (10) year period, this Agreement will be automatically renewed by five (5) year increments unless terminated in accordance with any termination provision contemplated in this Agreement.
- 7. Miscellaneous.
 - a) Notice. Any Party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

<p>To UDOT:</p> <p>UDOT 4501 South 2700 West Box 143600 Salt Lake City, UT 84114 Attention: _____</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT) 4501 South 2700 West Box 143600 Salt Lake City, UT 84114</p>	<p>To Local Agency:</p>
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- b) Duty to Comply. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c) Waiver. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. Neither party may assign or delegate this Agreement and actions required by it without the other party's prior written authorization, and any purported assignment or delegation to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Cache County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed under an assumption to interpret it against a drafter. Before taking any legal action in connection with this Agreement, each party agrees to first advise the other of a dispute and to meet to discuss it in good faith in an effort to resolve it. All remedies in this Agreement are cumulative and nonexclusive, they survive a termination of this Agreement, and they do not limit any other remedies available to the parties. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this

Agreement's terms do not violate laws, contracts, or commitments that apply to the party. This Agreement may be signed in counterparts and signed electronically.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first set forth herein.

RECOMMENDED FOR APPROVAL

By: _____
Title: Region Project Manager, *****

Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Title: UDOT Region Director, *****

Date: _____

UTAH COMPTROLLER'S OFFICE

By: _____
Title: Contract Administrator, *****

Date: _____

*****City/County*****

By: _____

Title: _____

Date: _____

Approved as to form: _____

Attest (Recorder):

Agenda Item #13

Description	Discussion and Consideration: Ordinance 25-24- Amending NCC 19.20.010 Classification of New and Unlisted Land Uses, Setting Forth a Process for Classification of Land Uses and Legislative Action for New or Unlisted Land Uses (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve Ordinance 25-24- Amending NCC 19.20.010 Classification of New and Unlisted Uses, Setting Forth a Process for Classification of Uses and Legislative Action for New or Unlisted Uses
Planning Commission Recommendation	Approve Ordinance 25-24- Amending NCC 19.20.010 Classification of New and Unlisted Uses, Setting Forth a Process for Classification of Uses and Legislative Action for New or Unlisted Uses
Reviewed By	Justin Maughan, City Manager; Joel Yellowhorse, City Attorney; Planning Commission

Background:

During the 2025 Legislative Session, the Utah State Legislature passed S.B. 179, which requires each municipality to enact a land use regulation establishing a process for reviewing a business use not listed as an approved use in existing ordinances. This ordinance is in direct response to this legislation, primarily to bring the City into compliance with the State Code.

The proposed ordinance includes the following provisions:

1. Establishes a process to classify uses. This would give the City Planner explicit authority to classify uses based upon the information provided by an applicant and in accordance with City Code. This currently is effectively consistent with current practice, as when someone submits a business license application, the City Planner classifies the use based upon the application, the use is considered conditional, permitted or not permitted, according to the land use chart. This provision formalizes this process, which may be conducted at the time of business license or with a separate application.
2. Establishes a process for legislative action for New or unlisted business uses. In accordance with State Code, this process allows the applicant to apply to approve the proposed business use and, if approved, designate appropriate zones for the use. This is a slightly different process than a typical code amendment application but requires planning commission review and must be completed within 60 days.

3. Establishes the Administrative Appeal Hearings Officer as the appeal authority for both classification of uses and legislative action for New or Unlisted Business Uses. This appeal process is different than that for a code amendment, which isn't appealable, but referable.

ORDINANCE 25-24

**AMENDING NCC 19.20.010 CLASSIFICATION OF NEW AND UNLISTED USES, SETTING FORTH
A PROCESS FOR CLASSIFICATION OF USES AND LEGISLATIVE ACTION FOR NEW OR
UNLISTED USES**

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

WHEREAS, During the 2025 Legislative Session, the Utah State Legislature passed S.B. 179, which requires each municipalities to enact a land use regulation establishing a process for reviewing a business use not listed as an approved use in existing ordinances;

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

1. The attached amendments to Nibley City Code 19.20.010 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.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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19.20.010 Classification Of New And Unlisted Uses

A. Use Classification

1. *Authority.* The City Planner is authorized to render use classifications of the provisions of this title, and any rule or regulation adopted pursuant thereto, as provided in this section.
2. Use Classification Request Procedure. A complete application shall be submitted to the City Planner in a form established by the administrator along with any fee established by the City's consolidated fee schedule. The application shall include at least the following information:
 - a. The name, address and telephone number of the applicant and the applicant's agent, if any;
 - b. The specific provision or provisions of this title for which an interpretation is requested;
 - c. Specific facts of the situation which illustrate the need for a use classification;
 - d. The interpretation claimed by the applicant to be correct;
 - e. A statement explaining why the proposed use should be deemed as included within a use category allowed by the zone applicable to the property; and
 - f. Documents, statements, and other evidence demonstrating that the proposed use will conform to all use limitations established by the zone applicable to the property.
3. Any review of a new business license application shall include a use classification as determined by the City Planner and consistent with this Title. If a business license application is submitted, the applicant need not submit a separate request for a use classification.
4. After the application is determined to be complete, the City Planner shall review the request and make an interpretation in accordance with the standards set forth in subsection 6 of this section.
5. After making a decision, the City Planner shall give the applicant written notice of the decision.
6. *Standards for Use Classification interpretations.* The following standards shall apply to Use Classification interpretations:
 - a. A use classification shall be consistent with:
 - i. The provisions of this title; and
 - ii. Any previously rendered interpretations based on similar facts.

- b. A use defined in NCC 19.04.010 of this title shall be interpreted as provided therein;
 - c. Any use specifically listed as "not permitted" in the Land Use Chart for a particular zone shall not be allowed in that zone;
 - d. No use interpretation shall allow a use in a zone unless evidence is presented demonstrating the use will conform to development standards established for the zone;
 - e. No use interpretation shall allow a use in a particular zone unless the use is substantially similar to a use allowed in the zone;
 - f. If a proposed use is most similar to a conditional use authorized in the zone in which it is proposed to be located, any interpretation allowing such use shall require that the use be approved only as a conditional use pursuant to NCC 19-28.
7. *Effect of approval.* A use classification shall apply only to the property for which an interpretation is given. A use classification finding a use to be a permitted or conditional use in a particular zone shall be deemed to authorize only that use on the subject property. A use interpretation shall not authorize another allegedly similar use for which a separate use interpretation has not been issued.
8. A use interpretation finding a particular use to be a permitted or conditional use shall not authorize the establishment of such use nor the development, construction, reconstruction, alteration, or moving of any building or structure, but shall merely authorize the preparation, filing, and processing of applications for any approvals or permits that may be required by this title or other applicable provisions of this Code.
9. If the City Planner determines that the proposed use does not align with an existing use the proposed use is deemed to be a new or unlisted business use.

B. Legislative Action for New or Unlisted Business Uses.

- 1. If a Use is determined to be new or unlisted, the applicant may submit a request to the City to amend the code to approve the proposed business use within 14 calendar days of the City Planner's determination of a new or unlisted business use. This shall follow the process of NCC 19.02.040.
- 2. After a review and recommendation of the Planning Commission, at a regular meeting of the City Council, it shall:
 - a. Approve or deny the proposed business use; and
 - b. If approved, designate appropriate zones for the use.

3. The City Council shall act within 60 days of the request for Legislative Review, provided that the applicant responds to information requests and attends all required hearings.
 4. If denied, the City shall provide written reasons for the denial and offer the applicant an opportunity to challenge the classification or denial through the administrative appeal process set forth by NCC 19.06.030.
 5. If approved, the City shall amend the land use ordinance that contains a list of approved or prohibited business uses to include the new use(s).
- C. *Appeal of decision.* Any person adversely affected by a use classification rendered by the City Planner or a Legislative Action rendered by the City Council may appeal to the Administrative Appeal Hearings Officer in accordance with the provisions of NCC 19.06.030.

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Agenda Item #14

Description	Discussion and Consideration: Ordinance 25-25- Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve Ordinance 25-25- Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways
Planning Commission Recommendation	Approve Ordinance 25-25- Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways
Reviewed By	Justin Maughan, City Manager; Joel Yellowhorse, City Attorney; Planning Commission

Background:

NCC 19.46 includes regulations for approving new flag lots and allow for construction of new homes on existing flag lots. The City currently owns a property next to City Hall, located at 465 W 3200 S, which is a narrow, deep lot with a small, single-family home in the front of the lot. The City is currently discussing the possibility of subdividing this lot and selling it, as it has limited utility to the City's future expansion plans. However, there are provisions in the NCC 19.46 which prevent the creation of a flag lot in this location. Specifically, NCC 19.46.010(C)(6) states, "New flag lots shall not have access off arterial streets or roadways as listed in Nibley City's General and Master Plans." Because 3200 S is listed as an arterial roadway, a flag lot is not allowed in this location. Many of the deep lots within Nibley City, which share characteristics of the City-owned property are located along 3200 S and limited by potential development due to this restriction. The proposed ordinance would lift this restriction.

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ORDINANCE 25-25

**AMENDING NCC 19.46.010 FLAG LOTS, INCLUDING ALLOWING FLAG LOTS ALONG
ARTERIAL ROADWAYS**

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

WHEREAS, Nibley City promotes the efficient use of land to accommodate housing demand;

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

1. The attached amendments to Nibley City Code 19.46.010 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.

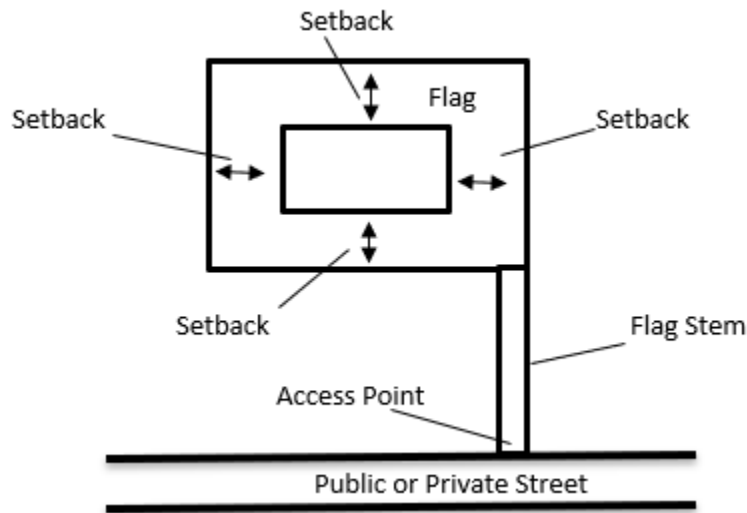
Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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19.46.010 Flag Lot Requirements

- A. A flag lot is defined as a lot not fronting, or abutting, or with insufficient frontage along a public or private roadway, per the underlying zone, and where access to the roadway is limited to a narrow, private right-of-way or easement.
1. Each unit shall have both a “front” and “rear” yard on opposite sides of the unit, with setback requirements per underlying zone.
(See diagram)



- B. Existing Flag Lots: The Nibley City Planning Commission shall provide zoning clearance before a property owner can obtain a building permit from the Nibley City building inspector for an existing flag lot outside of an approved subdivision. Building permits for principal structures to be built upon a flag lot may be approved provided the following conditions are met:
1. Fire protection: Each flag lot shall meet the following standards for access and address identification.
- a. The stem or access drive must be composed of a paved driving surface of not less than twenty feet (20') in width with six inches (6") minimum crushed gravel base and an eight-foot (8') swale on one side, and a two-foot (2') buffer on the opposite side of the swale, or a minimum of five-foot (5') swale on each side. The Planning Commission may approve zoning clearance for a building permit for

existing flag lots that existing access does not meet the full thirty-foot (30') width if the applicant can provide proper fire access. All flag lots access shall also conform with Nibley City driveway standards.

- b. The driving surface shall be paved entirely from the point where the stem of the flag lot meets the publicly dedicated road to the point where the stem of the flag lot meets the flag portion of the lot, except in the case of the R-E zone, where the driving surface shall be paved from the public right-of-way or private road and remain paved within one hundred feet (100') of any adjacent home and one hundred and fifty feet (150') from the point where the stem of the flag lot meets the public right-of-way or private road or up to the stem of the flag lot where it meets the flag portion of the lot.
- c. Address of the flag lot shall be placed at the access point of each flag lot so that the address can be clearly identified from the street. The City shall install each sign and shall charge the property owner through the building permit or invoice.
- d. A turnaround, per the international fire code, is required to be constructed at the end of the access to the home. Prior to the Planning Commission's approval of the building permit or subdivision application, the applicant shall submit plans for the access and turnaround to the fire marshal and shall receive the fire marshal's approval for the access and turnaround.
- e. A fire hydrant and water line shall be placed at the access point or within the flag lot based on international fire code standards.
 - 1) If, in the opinion of the fire marshal, fire hydrants are vulnerable to vehicular damage, appropriate crash posts shall be required. No obstruction shall exist within a three foot (3') working area of each fire hydrant. Required crash posts shall be constructed according to Nibley City Engineering and Design Standards.
 - 2) The fire hydrant, water line and access road or driveway shall be located within a public utility easement of at least twenty feet (20') in width, such that emergency and utility service vehicles and personnel have unimpeded access to the improvements.

- f. Owners of a flag lot shall grant to Nibley City a permanent, recorded easement along the full width of the access, allowing for emergency vehicle access and for City inspection.
 2. All associated stormwater shall be retained on individual flag lots and in accordance with Nibley City stormwater design standards or stormwater plans for flag lots must be approved by the Nibley City Public Works Director.
 3. A stormwater pollution prevention plan shall be submitted, demonstrating how any dust, erosion or sediment problems which may result will be eliminated.
- C. New Flag Lots: The creation of flag lots shall only be approved by the planning commission if the flag lot meets the conditions of this ordinance. The creation of a flag lot must be approved by the Planning Commission in connection with the preliminary plat approval before final plat approval of a subdivision. The Final Plat of a subdivision containing a flag lot shall be approved by the Administrative Land Use Authority if the flag lot and final plat conform to all City requirements. Creation of a flag lot must meet the following standards:
1. Shall only be allowed for single-family detached units located in residential zones.
 2. Shall be created as part of a legal submission arising from an application under NCC 21.
 3. Flag lots shall only be allowed as part of a legal subdivision of three lots or less.
 4. Flag lot creation shall only be allowed in a subdivision where the parcel that is being subdivided is limited for future development by its overall size, frontage, severe topography, or land use in the adjacent parcels.
 5. A subdivision that can reasonably supply frontage for each lot shall not be granted the creation of a new flag lot.
 6. The creation of a flag lot shall not be approved in places where they would prohibit future public infrastructure connections as contained in the City's General and Master Plans, including public roads, trails waterlines, sewer lines, stormwater facilities, etc.
 7. The flag lot owner owns and is responsible to maintain the stem portion of the flag lot as defined above.

8. The flag lot must comply with all other conditions and requirements as listed in this chapter and within Nibley City ordinances.
9. The flag portion of the lot shall meet the size requirement of the underlying zone, regardless of the size of the flag stem portion of the lot.
10. All other requirements of the underlying zone, which may be outlined in Nibley City Code or in the Nibley City Design Standards & Specifications, including, but not limited to maximum grade, building height, setback, etc., shall be observed.
11. Setback shall be calculated from the point where the stem of the flag lot meets the flag portion of the lot. Setbacks shall comply with the underlying zone.
12. The address of the flag lot shall represent the location of the access point and the street it connects to, not the actual location of the flag portion of the lot.
13. All accesses to flag lots, regardless of the underlying zone, shall be maintained as private accesses and the responsibility for maintenance of the same shall lie with those property owners who utilize said access to access their respective properties.
14. All utilities running the length of the flag stem which service the home on the flag lot, shall be owned and maintained by the owner(s) of the flag lot.
15. Approved flag lot accesses shall be for single lot access. The Planning Commission may consider, at most, a second access off the stem, if both flag lot owners have entered into a formal maintenance agreement over the access road. Two-lot access roads are not required to meet the private road access standards in NCC 21.14.050. Both flag lots must be connected to Nibley City's required utilities including sewer. Each lot must have their own utility lines that meet Nibley City Design Standards.
16. All of the required improvements as required by Nibley City design standards and code shall be installed at the property owner's expense.

Agenda Item #15

Description	Discussion and Consideration: Ordinance 25-28: Adjusting the Municipal Boundaries of the City of Nibley, adding parcels, or portions thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, located at approximately 2200 South & U.S. Highway 89/91, to Nibley City and Assigning Zoning to Subject Properties - Watermark (First Reading)
Presenter	
Recommendation	Ordinance 25-28: Adjusting the Municipal Boundaries of the City of Nibley, adding parcels, or portions thereof, 03-007-0023, 03-007-0011, 03-007-0010, 03-007-0022, 03-007-0009, 03-007-0013, 03-007-0027, located at approximately 2200 South & U.S. Highway 89/91, to Nibley City and Assigning Zoning to Subject Properties - Watermark, and waive the second reading
Reviewed By	City Manager, City Attorney, Mayor, Council Member Larson

Background:

This is a re-consideration since Watermark didn't record the annexation plat within 60 days as required by State Code. This does not need a public hearing, since a public hearing was held in the annexation was originally considered in October of 2024.

Background from 10-24-24:

Watermark, LLC, currently owns property adjacent to Nibley City that is within the municipal boundaries of Logan City near 1200 W 2200 S. They approached both cities with the intent to disconnect from Logan City and annex to Nibley City. Watermark LLC previously entered into an annexation agreement with Nibley City that allows for the development of 180 residential units (multi-family & townhome) and grants R-M (mixed residential) zoning upon annexation to Nibley City. The recorded annexation agreement is included in the packet (recorded 09/06/2023). The Planning Commission held a public hearing for the zoning of the remaining properties and has recommended the following, which is in support of the City's General Plan:

Recommend Zone designation for Parcels 03-007-0013, 03-007-0009, and 03-007-0022, located at 2230, 2240 and 2250 S Hwy 89/91, to Residential (R-2) and a portion

of Parcel 03-007-0027, located at 1275 W 2350 S, to Park/School (P/S) in conjunction with a Logan City – Nibley City Boundary Adjustment

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

Utah Code 10-2-419 provides the procedure for a boundary adjustment. All of the required steps in the process have been coordinated with Logan City. The first step in the process is for each municipality to adopt a resolution indicating the intent of the municipal legislative body to adjust a common boundary, which both Logan and Nibley City Council has completed. City Staff then coordinated with Logan City to provide required noticing. At this point in time, the City Council is holding a public hearing to consider an ordinance that would approve the boundary adjustment. Logan City Council will hold a public hearing and consider a similar ordinance on November 5.

ORDINANCE 24-13

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

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

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

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

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

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

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

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

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

A portion of the SW1/4 of Section 17, Township 11 North, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning on the northerly line of the ANNEXATION TO THE CITY OF NIBLEY described in Book 2002 Page 1586 of the Official Records of Cache County and the calculated position of the Center 1/4 Corner of Section 17, T11N, R1E, SLB&M (Basis of Bearing: N89°44'10"W between the West 1/4 Corner and the Center 1/4 Corner of Section 17, T11N, R1E, SLB&M); thence along said Annexation the following 10 (ten) courses and distances: (1) S0°29'32"E along the 1/4 Section line 735.91 feet; (2) thence N70°13'47"W 314.74 feet; (3) thence N69°48'07"W 184.69 feet; (4) thence S55°22'22"W 233.69 feet; (5) thence N78°46'42"W 24.89 feet; (6) thence N66°12'42"W 14.69 feet; (7) thence N47°04'08"W 45.23 feet; (8) thence N40°06'34"W 19.26 feet; (9) thence N29°34'24"W 60.21 feet; (10) thence N66°22'17"W 467.69 feet to the easterly right-of-way line of US Highway 89/91; thence

N40°10'19"E along said right-of-way line 521.32 feet to the centerline of 2200 South Street also being the 1/4 Section line of Section 17; thence N89°44'10"W along said centerline and 1/4 Section line 860.79 feet to the point of beginning.

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

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

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

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

Agenda Item #16

Description	Discussion and Consideration: Acceptance of an Annexation Petition for further Consideration for Real Property into the Municipal Boundaries of Nibley City for parcel 03-049-0011 located at approximately 3610 South 1200 West (Applicant: Blaine Hamblin, Heritage Land Holding)
Presenter	
Recommendation	Accept the Annexation Petition for further Consideration for Real Property into the Municipal Boundaries of Nibley City for parcel 03-049-0011 located at approximately 3610 South 1200 West (Applicant: Blaine Hamblin, Heritage Land Holding)
Reviewed By	City Planner, City Attorney, City Attorney

Background:

Blaine Hamblin, representative of Heritage Land Holdings, filed an annexation petition to annex parcel 03-049-0011, located at approximately 3610 South 1200 West, which contains 9 acres into Nibley City. The area is within the City's annexation declaration boundary of the annexation policy plan. The annexation would be contiguous with existing City boundaries.

The applicant has indicated that the property is intended to be developed as R-2A Residential. The exact zoning designation for the property is to be determined after a recommendation from Planning Commission.

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

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

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New

Active

Application Review Status


Final-Review	Reviewing	07/16/2025
		07/17/2025

Fees		Payments		
General	\$400.00	07/16/2025	Online	\$400.00
Subtotal	\$400.00	Total Paid		\$400.00
Amount Paid	\$400.00			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

Attach completed petition here

 ANNEXATION PETITION - Albretsen signed (1).docx.pdf

Surveyed Plat and Legal Description

 ANNEX ALBRETSEN 2025-7-22 SierraNibleyPrelimV2-annex Albretsen.pdf

Cache County Tax I.D. Number(s) proposed to be annexed

03-049-0011

Are you the owner of all properties associated with this annexation?

no

Address or General Location of the proposed annexation.

3610 S 1200 W

Copy of notice sent to affected entities

List all entities to which the required notice was sent.

Cache County, Cache Valley Transit District, Nibley/Millville Cemetery District, Cache Mosquito Abatement District, Nibley City, Cache County School District

Proposed Land Use(s) and Residential Densities (if applicable)

Single Family lots - R-2A

Please indicate which zone designation(s) you propose for the annexation area (check all that apply)

R-2A Residential

Acreage of proposed annexation area

9.00

Existing Land Use(s)

Agricultural

Describe how you propose to provide utilities to the site (Sewer, water, drainage, other).

City utilities currently in 1200 W and 1300 W will be extended South to include the proposed area.

Petitioner First Name

Blaine

Petitioner Last Name

Hamblin

Phone

(435) 881-1735

Email

blaineh@heritage.dev

Prior to submitting this application, Have you filed an Annexation Request with Cache County?

yes

Signature

I agree that the facts stated in this application are true, and upon changes I will provide notification as needed. I understand that this petition/application, if approved, applies only to the land use and is not approval or assurance of compliance with any other City regulation, code, or ordinance. Any information, technical assistance, or review comments by any City official are intended solely as informal guidance, and are neither a determination of compliance nor binding on the City.

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

Blaine Hamblin - 07/16/2025 10:45 am

Messages

Blaine- The attached SierraNibleyPrelimV1.pdf map is not an accurate map for this application. Please submit an Annexation Map.

Comments:

Attached is an annexation map for the Albretsen piece

📎 ANNEX ALBRETSEN 2025-7-22 SierraNibleyPrelimV2-annex Albretsen.pdf

Thank you.

Internal Notes

@{{user||6219787b75aa240dd93593d9||Levi Roberts}} @{{user||6335afab34aca09a0252a2c9||Tom Dickinson}} Are we considering this as an amended annexation petition or a new/separate annexation petition? Do we need to remove fees if this is a continuation of the original petition?

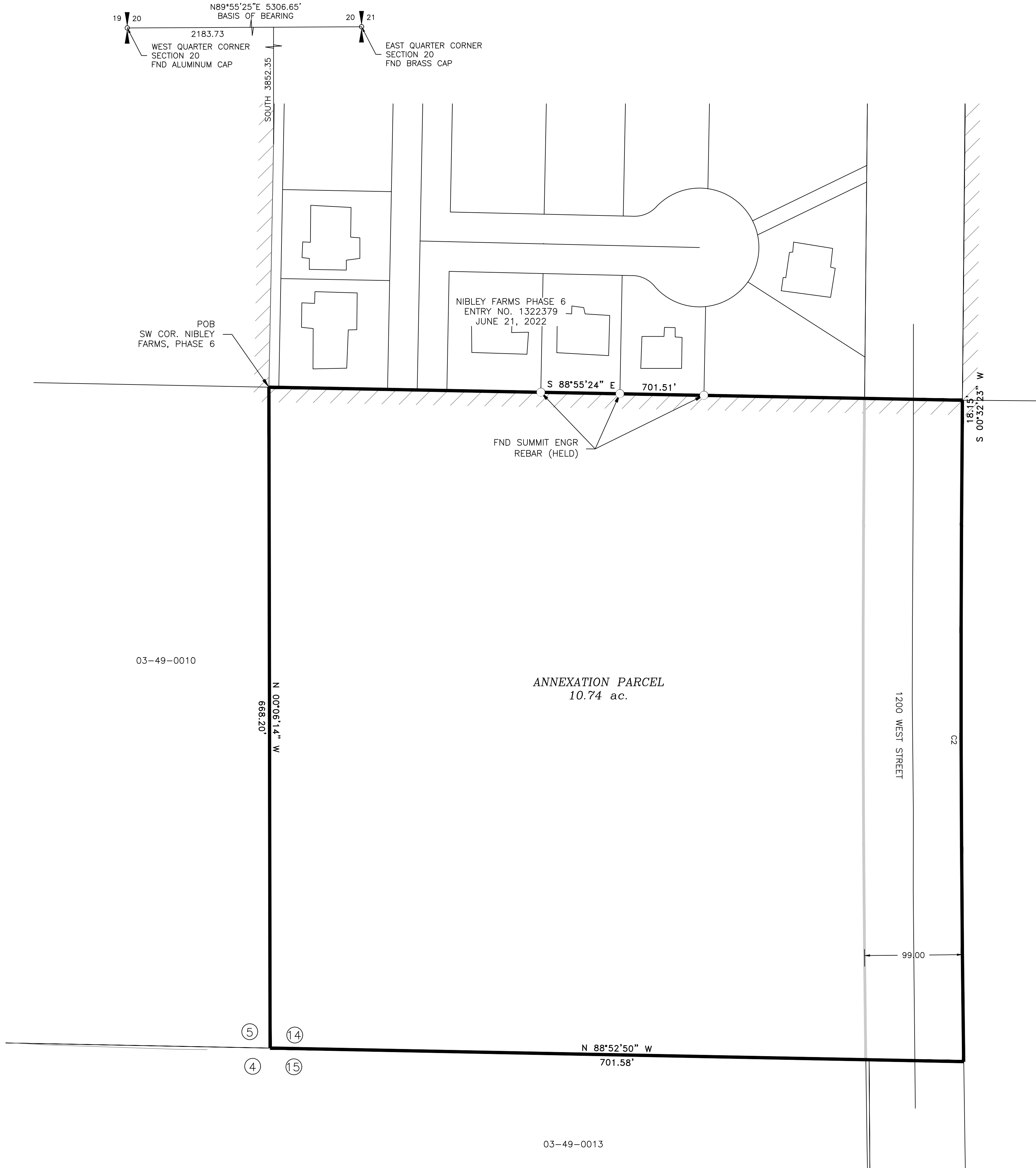
ALBRETSSEN ANNEXATION

TO THE
NIBLEY CITY

PART OF LOT 14, BLOCK 15 AND
ADJOINING STREETS, MILLVILLE WEST FIELD SURVEY
LOCATED IN
PART OF THE NORTH HALF OF SECTION 29
TOWNSHIP 11 NORTH, RANGE 1 EAST
SALT LAKE BASELINE AND MERIDIAN

LEGEND

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



NORTH

0 60

SCALE 1" = 60'-0"

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE NIBLEY CITY COUNCIL, HAVE RECEIVED A PETITION SIGNED BY A MAJORITY OF THE OWNERS OF THE TRACT SHOWN HEREON REQUESTING THAT SAID TRACT BE ANNEXED TO NIBLEY CITY, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH THE UTAH CODE SECTION 10-2-403, AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF SAID CITY.

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

RECORDER

APPROVED: _____ MAYOR

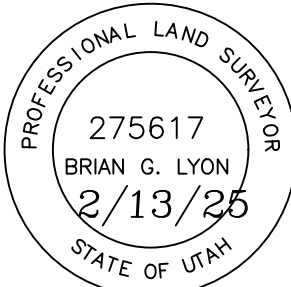
DEPUTY COUNTY SURVEYOR APPROVAL

This plat has been reviewed by the county surveyor's office and is hereby approved as a final local entity plat, pursuant to Utah Code Annotated 17-23-20.

Date _____ Deputy County Surveyor _____

SURVEYOR'S CERTIFICATE

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



BOUNDARY CERTIFICATE

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

Commencing at the West Quarter Corner of Section 20, Township 1 East of the Salt Lake Baseline and Meridian monumented with an Aluminum Cap (East Quarter Corner of said Section 20 monumented with a Brass Cap bears N 89°55'25" E 5306.65 feet) thence N 89°55'25" E 2183.73 feet along the Quarter Section line; thence South 3852.35 feet to the Southwest Corner of Nibley Farms, Phase 6 recorded in the Cache County Recorder's Office under Entry No. 1322379 on June 21, 2022 and the POINT OF BEGINNING and running

thence S 88°55'24" E 701.51 feet along the south line of said Nibley Farms, Phase 6 and its projection thereof to the east right of way line of 1200 East Street;

thence along said east right of way line the next two courses:

- 1) thence S 00°32'23" W 18.15 feet;
- 2) thence 650.59 feet along a curve to the left, with a central angle of 01°20'01", a radius of 27950.50 feet, and a chord that bears S 00°07'38" E 650.59 feet;

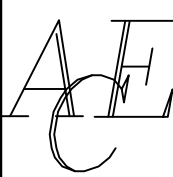
thence N 88°52'50" W 701.58 feet along the south line of Lot 14, Block 15, Millville West Field Survey and its projection thereof;

thence N 00°06'14" W 668.20 along west line of Lot 14, Block 15, Millville West Field Survey to the point of beginning, containing 10.74 acres, more or less.

ALBRETSSEN ANNEXATION

TO THE
NIBLEY CITY

PART OF LOT 14, BLOCK 15 AND
ADJOINING STREETS, MILLVILLE WEST FIELD SURVEY
LOCATED IN
PART OF THE NORTH HALF OF SECTION 29
TOWNSHIP 11 NORTH, RANGE 1 EAST
SALT LAKE BASELINE AND MERIDIAN



ALLIANCE CONSULTING
ENGINEERS

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435) 755-5121

DATE JULY-2025

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C2	27950.50'	650.59'	650.58'	S 00°07'38" E	1°20'01"

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ANNEXATION PETITION

Contact Sponsor:

Blaine Hamblin

470 N 2450 W

Tremonton UT, 84337

435-881-1735

Parcel ID: 03-049-0011:

THE W/4 OF LOT 14 & W PART OF E/2 OF W/2 LOT 14 BLK 15 CHURCH FARM PLAT OF MILLVILLE WEST
FIELD SVY CONT 9 AC

Signatures of property owners in the Annexation boundary

Notice:

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

Parcel # 03-049-0011

Bruce W Albretsen and Connie Albretsen Revocable living Trust

Signed by:

Judy Andreasen

4/30/2025 | 13:12 MDT

E93246B87E1C49C...

Bryson J.
Behm

CACHE COUNTY
CLERK/AUDITOR
179 North Main, Suite 102
Logan, Utah 84321
435.755.1460
www.CacheCounty.org/Clerk



Attention:

Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to **Nibley City/Town** or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of **Nibley City/Town** within 30 days after **Nibley City/Town** receives notice that the petition has been certified. There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting

Nibley City/Town, Cache County Clerk's office or

Blaine Hamblin/Heritage Land Development who has filed for the annexation. Once filed, the annexation petition will be available for inspection and copying at the office of **Nibley City/Town** located at **455 W 3200 S, Nibley, UT 84321**

Bryson J. Behm

Cache County Clerk



Certificate of Notice

County of Cache

An

Annexation Notice

*was mailed to the affected entities regarding
an annexation request into Nibley City, Utah, by
Blaine Hamblin/Heritage Land Development*

On

7/3/2025

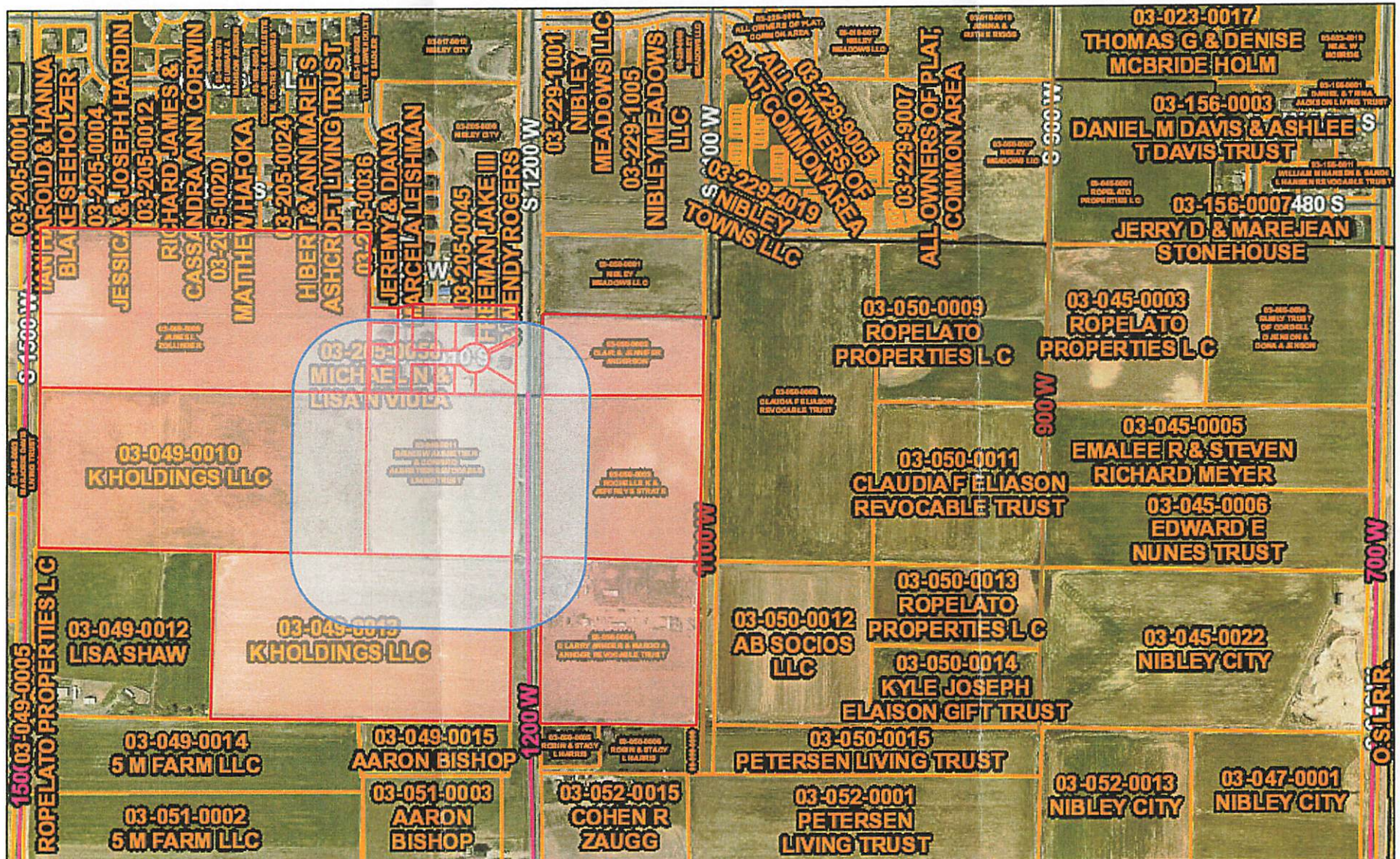


Bryson J. Behm

Cache County Clerk



ArcGIS Web Map



7/3/2025, 8:36:08 AM

Buffer

Neighboring Parcels

Class B Surface Type

Asphalt

Gravel

Dirt

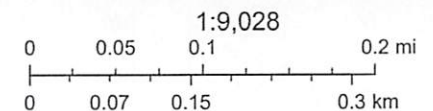
Private

Municipal Boundaries

County Boundary

Cache Parcels

Maxar



ArcGIS Web AppBuilder

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Bryson J. Behm
Cache County Clerk
179 North Main . Suite 102
Logan, UT 84321

SALT LAKE CITY UT 840

8 JUL 2025 PM 1L

FIRST-CLASS



US POSTAGE PAID PITNEY BOWES



ZIP 84321 \$ 000.69⁰
02 7W
0008028417 JUL 07 2025

Nibley City
455 W 3200 S
Nibley UT 84321

84321-633755





Cache County School District

84 East 2400 N

North Logan, UT 84341

NOTICE OF INTENT TO FILE ANNEXATION PETITION

Date of Notice: __April 10th, 2025_____

Date of Intended Petition: _____June 2025_____

Petition Sponsor: _____Heritage Land Development_____

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

Parcel 03-049-0011

Legal Description: **THE W/4 OF LOT 14 & W PART OF E/2 OF W/2 LOT 14 BLK 15 CHURCH FARM PLAT OF MILLVILLE WEST FIELD SVY CONT 9 AC**



Nibley City

455 West 3200 South

Nibley, UT 84321

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Cache Mosquito Abatement District

PO Box 466

Hyde Park, UT 84318

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Date of Intended Petition: _____June 2025_____

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Nibley/Millville Cemetery District

310 E 100 N

PO Box 423

Millville, UT 84326

NOTICE OF INTENT TO FILE ANNEXATION PETITION

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Date of Intended Petition: _____June 2025_____

Petition Sponsor: _____Heritage Land Development_____

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Cache Valley Transit District

754 West 600 North

Logan, UT 84321

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Date of Intended Petition: _____June 2025_____

Petition Sponsor: _____Heritage Land Development_____

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

Parcel 03-049-0011

Legal Description: **THE W/4 OF LOT 14 & W PART OF E/2 OF W/2 LOT 14 BLK 15 CHURCH FARM PLAT OF MILLVILLE WEST FIELD SVY CONT 9 AC**



Cache County

179 North Main St. Suite 305

Logan, UT, 84321

NOTICE OF INTENT TO FILE ANNEXATION PETITION

Date of Notice: __April 10th, 2025__

Date of Intended Petition: _____June 2025_____

Petition Sponsor: _____Heritage Land Development_____

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Agenda Item #17

Description	Workshop: Asset Management Software
Presenter	Steve Eliason, Public Works Director
Recommendation	Seeking Council approval for the acquisition and implementation of an Asset Management Software system to improve tracking, maintenance, and long-term planning of municipal infrastructure and assets
Reviewed By	City Manager, City Engineer, Public Works Director

Background:

Municipal staff currently rely on manual processes and spreadsheets and GIS to manage assets such as roads, buildings, water systems and parks. This approach limits data accuracy, efficiency, and long-term forecasting. An Asset Management Software system would enable informed decision making, lifecycle planning as well as work order management.

Key Benefits

- Centralized data storage and real time asset tracking
- Improved preventative maintenance and work order management
- Enhanced reporting for capital planning and budgeting
- Support FEMA tracking, emergency reimbursement's

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Agenda Item #18

Description	Workshop: Code Enforcement and Software
Presenter	Levi Roberts, City Planner Evan Bigalow, Code Enforcement
Recommendation	
Reviewed By	City Manager, City Planner, Code Enforcement Officer

Background:

Nible City hired a code enforcement officer and began actively enforcing City Code about a year and a half ago. Staff would like to give an update on successes, lessons learned, and discuss a few challenges still being faced, with a few possible code change suggestions to be worked on in the future.

Staff has also been investigating a variety of software packages that would assist in better tracking, and time efficiency in enforcing Code. Staff would like to present the results of the investigation for consideration of the Council.

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