

MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
July 10, 2025

PRESENT: David Hair, Daniel Grange, Clay Wilker, Pamela June, Ryan Zollinger, Jeremy Ward, Chad Kendrick, Corey Twedt, Kara Everton, Darcy Ripplinger, Aaron Stoddard, Jacob Ames, Brian Hair, Kaylee Hair, Sheryl Hair, Kazlie Hair

Call to Order/Roll Call

Mayor David Hair called the City Council Meeting to order for July 10, 2025 at 7:00 p.m. The roll call indicated Mayor David Hair and Councilmembers Jeremy Ward, Ryan Zollinger, Clay Wilker, and Daniel Grange were in attendance, with Councilmember Pamela June to arrive shortly.

Opening remarks/Pledge of Allegiance

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

Approval of agenda

The agenda for the City Council Meeting of July 10, 2025, was reviewed.

Councilmember Grange motioned to approve the agenda for July 10, 2025.

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

Approval of minutes of the previous meeting

The Council reviewed the minutes of the City Council Meeting on June 12, 2025.

Councilmember Zollinger motioned to approve the minutes for June 12, 2025.

Councilmember Ward seconded. Councilmembers Ward, Grange, Wilker, and Zollinger voted yes, with Councilmember June to arrive shortly.

Public comment period

Mayor Hair opened the floor for any public comments. Aaron Stoddard signed up for the public comment portion of the meeting. Aaron said that he lives at 100 E. 300 S. and would like to make a request to add two stop signs to turn that intersection into a four-way stop. He said that he has lived there for seven years and the traffic is worse than ever.

Councilmember June arrived at this time.

Mayor Hair told Aaron that for now, the City is in the process of purchasing some of the speed readout signs that can be moved to different areas to potentially slow traffic and collect data to evaluate traffic issues.

Consideration of resolution updating construction deposits and fees

Recorder Twedt said that this resolution is not updating amounts on deposits or fees. It is just minor updates to state the obvious about occupancy needing to be granted before someone moves into a home. It also updates the wording to clarify that the timeline for the landscape deposit begins when residents move into their home. The resolution specifies that water may be turned off if residents move into a new home prior to occupancy being granted.

The process and approvals for occupancy permits were briefly discussed.

Councilmember Ward motioned to adopt Resolution 2025-15. Councilmember Wilker seconded. Councilmembers Ward, June, Grange, Wilker, and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment “B”).

Consideration of a resolution accepting a water exchange agreement with the Millville-Nibley Cemetery District

Mayor Hair reviewed the resolution and the agreement that had been drafted by the City attorney for an exchange of the Millville City ownership in the Skinner Spring for two shares of Garr Spring Water Company owned by the Cemetery District. He said that this isn’t new and has been discussed in previous meetings.

Recorder Twedt said that the Cemetery Board met last night and reviewed the agreement at their meeting. There are a couple of minor things to work through and then we think everyone will be on the same page and will be willing to sign the agreement. This resolution, if approved by the City Council, gives the Mayor authority to sign the agreement.

The consensus of the Council was that this has been discussed for a long time and accomplishes what they hoped would work out for a water exchange that benefits both entities.

Councilmember Grange motioned to adopt Resolution 2025-16. Councilmember Zollinger seconded. Councilmembers Ward, June, Grange, Wilker, and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment “C”).

Consideration of resolution setting excavation and boring fees and deposits

Recorder Twedt reviewed the proposed resolution. He explained that most cities have fees associated with excavation of public roads, because the roads are never the same after road cuts are done. He said that he has done research on what other cities in Cache Valley charge for road cuts and based the proposed resolution on that data.

The Council asked about the different costs based on road age. Recorder Twedt said that the thought process is that newer roads will have received some kind of road treatment that would be diminished with excavation. A road older than three years is getting closer on the schedule to getting a new road treatment and therefore the cost is lower.

Recorder Twedt discussed, as an example, the sewer excavation the City had done on the highway. UDOT is requiring Millville to do a road treatment on that portion of the highway and it is expensive. It is not realistic to require a homebuilder to do a chip/seal or micro seal on a small, excavated area. It would make more sense for the City to collect the fee and then figure out how to rotate that piece of road into the regular treatment schedule.

Councilmember Zollinger said that he was struggling with the cost differential for an excavation permit between an old and a new road. The consensus of the Council was that the \$5,000 may be a little high for a new road. The actual costs of a road treatment for a new piece of pavement over a trench in a road was discussed. Recorder Twedt said that he didn't think the \$5,000 was unrealistic for actual costs and that this is what some other cities have determined is an appropriate cost, but he understands that there are a lot of fees and costs for someone building a new home and he was okay with reducing the fee for excavation on a new road to whatever the Council thought was appropriate. Mayor Hair said that this is a needed fee and it can be adjusted later if needed. Anything would be better than what is in place now where the City doesn't charge anything.

Councilmember Grange motioned to adopt Resolution 2025-18 with \$3,000 for the new road and \$10 per square foot for areas larger than 300 square feet. No other changes were made to the proposed resolution. Councilmember Ward seconded. Councilmember Wilker asked if the 90-day time period referenced in the resolution began when a building clearance was granted. Recorder Twedt said that it would be 90 days from the time the excavation permit was issued. Councilmembers Ward, June, Grange, Wilker, and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment "D".)

Consideration of resolution updating fees and deposits for hillside overlay applications

Development Coordinator Everton reviewed the resolution for updating the fees for hillside overlay reviews. She explained that Millville has been using a \$1,200 fixed cost for these in the past, but with all the requirements and the sometimes incomplete submittals from builders, the engineering costs are often exceeding the fee that Millville is charging. This resolution would require a \$2,000 deposit from which engineering fees would be used. Any amount not used would be returned to the home builder.

The Council discussed the \$50 administrative fee and asked staff if this was enough to cover the time they spend on hillside overlay permits. Recorder Twedt said that no, this won't cover the time spent, but with how expensive everything is for building on a hillside, they wanted to keep extra charges as low as possible. It may need to change in the future, but he said he felt like this is a good starting point.

Councilmember Zollinger asked if there were ideas on managing the engineers to keep down costs for builders. Development Coordinator Everton said that she now reviews these applications as well as subdivision applications in more detail to ensure the builder is submitting everything that is required. This reduces the time the engineer spends on their reviews. Recorder Twedt said that engineering fees are a constant battle. The City doesn't have an engineer on staff, so we use contract engineers. They are expensive, and we pass on those costs directly to the developer or home builder. We are arguing with engineers on their costs all the time to try and keep them down and staff is doing as much of the review work as possible.

Councilmember Ward motioned to adopt Resolution 2025-19. Councilmember Wilker seconded. Councilmembers Ward, June, Grange, Wilker, and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment "E".)

Consideration of a resolution declaring property as surplus and ordering the sale thereof

Mayor Hair reviewed the resolution for the surplus property. He said that this had been discussed previously, but with the purchase of the new Public Works trucks, staff plans to sell the 2017 pickup truck and keep the older one for seasonal employees to use.

Councilmember Zollinger motioned to adopt Resolution 2025-17. Councilmember Grange seconded. Councilmembers Ward, June, Grange, Wilker, and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment "F".)

Review of utility adjustments for the fourth quarter of Fiscal Year 2025

Recorder Twedt reviewed the utility adjustments for the last quarter. There were no concerns from the City Council with the adjustments that had been made.

Ridgeline High School Baseball Field Lights

Councilmember Zollinger said that he has been speaking with the high school principal. Councilmember Zollinger has been getting information from residents about the lights and noise still being a problem. The principal was surprised that this was still happening.

Councilmember Ward said that the last time the principal had come to a meeting, he had discussed one or two times a year when a tournament might be held, wherein there may be

a request to have the lights on a little after the 10 p.m. deadline. It was discussed that no tournaments or other uses of the lights had been approved after 10 p.m.

It was discussed that the City court lights were on timers that go out at 10 p.m., and nobody can turn them on after that. The school lights should be on a similar timer.

Councilmember Zollinger said that it was frustrating in that the recent issues were not even school events. These were summer baseball leagues that were not associated with the school.

Mayor Hair said that he feels like the City needs to start issuing fines to make this long-standing issue stop. It was discussed where the fines should be sent. Recorder Twedt said that the Cache County School District owns the property and is responsible for what happens there. He said that he felt the fines needed to go directly to the school district.

Several residents in attendance expressed their disbelief that this was still happening after several years of trying to work on a solution with the school district. The school district was very concerned about people in their parking lots at night, and they had taken immediate action to put a stop to that problem but had taken very little action to resolve the baseball field light issue.

Councilmember Zollinger said that he would reach back out to the principal and athletic director to find a resolution and discuss pending fines if they don't find a solution. He said that he would report back next month.

Councilmember Zollinger also said that for now, the school district is not planning on creating any new parking spaces to deal with the parking capacity issue.

City Celebration review and discussion about next year

Councilmember Ward said that he felt the City Celebration went well this year.

Councilmember June said that while she was collecting money, she received a lot of positive comments about the Millburger. Councilmember Ward said that he agreed. The people seemed happy they were getting nearly free food. Councilmember Zollinger said that he thought it went well this year. He said that it was difficult to find time to speak with the residents, since the Council was cooking much of the time. Councilmember Ward said that they could consider having the meal catered and charging more of the attendees next year. Recorder Twedt said that he really liked the food trucks from past years in that they provided other food options.

The consensus from the Mayor and City Council was that the dutch oven cook-off went well this year. Mayor Hair said that it might be a little too close to dinner. The Council discussed the possibility of starting the dutch oven food in the morning and eating the food for lunch.

Councilmember Ward said that the race was well attended and enjoyed, as was the pickleball tournament. There may be some new volunteers willing to work on the pickleball tournament for next year. Councilmember Ward said that the Millville Made craft activity was not well attended, and they could probably skip it next year. Everyone thought the magician did a good job. Mayor Hair agreed, but said that it went a little long. Councilmember Ward said that they had requested the magician spend more time, but that it could be kept to an hour next year.

Recorder Twedt said that he thought it would be nice if the band were playing during dinner instead of later in the evening. Development Coordinator Everton recommended they switch the order so that the band plays during dinner and the talent show is later in the evening.

Councilmember Ward recommended that the Council plan on holding the City Celebration each year on the second weekend in June. He said that if it were always scheduled for the same weekend, people could plan for it better.

Councilmember Ward said that the parade didn't have as much participation as desired. He said that the parade itself is a lot of work and that he felt someone needed to be assigned to work specifically on just the parade.

City Reports

Director of Public Works Chad Kendrick said that a lot of water is being used in the City right now with how dry it is. Testing is completed, and the nitrate levels in the Glenridge Well remains acceptable, so they have turned on that well and are using some water from that source. The new upper well is running about fourteen hours per day.

Director Kendrick said that the new intersection at 550 East 300 South is complete and operational.

For the sewer project, the paver is coming back on Tuesday now. They have been delayed. They will be working on paving sewer trenches that remain, as well as some areas that have settled from the asphalt that was installed last year.

Director Kendrick said that the countertop for the new pavilion has been installed. It is stainless steel and does get a little warm in some parts of the day. Once the new trees to the west mature, it won't be an issue, but they may want to move the counter to the east side for now.

Councilmember Zollinger briefly discussed the shoulder work that was needed with the sewer project. He said that there are issues with some parts of Main Street. Director Kendrick said that the staff has just begun creating a punch list of items that Whitaker Construction will need to get done.

Councilmember Reports and Items for Future Agendas

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

Councilmember Wilker brought up a complaint that had been emailed to the City Council by Darcy Ripplinger concerning the amount of dust created from trucks passing through the City-owned property off of 550 East. Although the City accesses the property once per day and there are some Garr Spring water users that also access that property, Darcy said that the great majority of the vehicles are from Canyon View Aeration and Lawn Care that are using that property to access the back of the Hobbs property where the trucks and landscaping material are stored.

The Council reviewed the parcel viewer to see the location in question. The Council discussed the property and said that it could be controlled with a gate. Councilmember Wilker said that he felt access to the City property should not be permitted for the landscaping company if it was having a negative effect on the neighboring homes. Councilmember Grange said that he doesn't think they should be using the property of other people to run a business. Councilmember Zollinger said that he was concerned that this was a trespassing issue on City property.

Recorder Twedt said that since the complaint was new, nobody had yet spoken with Trevor Hobbs, the owner of the company. He said that he knows the Council does not want to push this off, but maybe the first step would be to put it on the next City Council agenda so that Trevor could be invited to discuss the concern. The Council agreed to proceed in that manner.

Councilmember Wilker asked if they should require this complaint to be submitted on an official City complaint form instead of by email. Councilmember Zollinger said it didn't matter to him. If there was a trespassing issue, it should be dealt with, no matter how it was brought to the Council.

Councilmember Grange asked that the Ridgeline High School Booster Club fundraising Lonestar Concert be included with the City newsletter again this month. Recorder Twedt said that it was in the newsletter.

Councilmember Ward asked for some clarification on retention ponds and stormwater vs wastewater.

Recorder Twedt asked the Council how they wanted him to proceed after having read the email exchange with Garryn Perrett regarding a missed sewer connection for a lot next to his home. Councilmember Zollinger said that he agreed with the proposed plan of installing the connection when development is ready to go in, and not doing it now. The rest of the Council agreed with this plan.

Adjournment

Councilmember Zollinger moved to adjourn the meeting. Councilmember Ward seconded. Councilmembers Ward, June, Grange, Wilker, and Zollinger voted yes. The meeting adjourned at 8:51 p.m.

NOTICE AND AGENDA

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

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

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

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



Corey Twedt, Recorder

**MILLVILLE CITY
RESOLUTION 2025-15**

REQUIRING A DEPOSIT & FEES FOR BUILDING

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

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

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

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

New residential zoning clearance:

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

Addition to an existing residence:

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

All other zoning clearances:

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

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

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

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

SIGNED:


David Hair, Mayor

ATTEST:


Corey Swedt, City Recorder



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

Millville City Building Deposit Return Requirements

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

SINGLE FAMILY NEW CONSTRUCTION REQUIREMENTS

Landscape

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

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

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

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

Infrastructure

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

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

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

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

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

City Representative

Corrections needed.

**MILLVILLE CITY
RESOLUTION 2025-16**

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

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

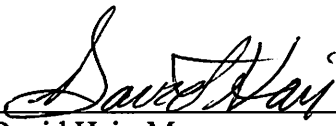
WHEREAS, the Cemetery District own two shares of the Garr Spring Water Company which the City can use as culinary water in the Millville City water system; and

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

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

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

SIGNED:



David Hair, Mayor

ATTEST:



Corey Twedt, City Recorder



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

WATER EXCHANGE AGREEMENT

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

RECITALS:

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H. Fees and Costs.

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

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

if it so desires.

5. “As Is” Transaction.

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

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

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

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

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

10. General.

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

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

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

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

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

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

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

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

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

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

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

[Signatures Follow]

Dated this ____ day of _____, 2025

MILLVILLE CITY

By: David Hair
Its: Mayor

ATTEST:

Corey Twedt, City Recorder

Dated this ____ day of _____, 2025

MILLVILLE-NIBLEY CEMETERY
DISTRICT

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

EXHIBIT A

Water Deed and Water Right Addendum

AFTER RECORDING PLEASE RETURN TO:

SPACE ABOVE LINE FOR COUNTY RECORDER ONLY

WATER DEED

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

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

Dated this ____ day of _____, 2025

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

By: David Hair
Its: Mayor

ATTEST:

Corey Twedt, City Recorder

STATE OF UTAH)
 : ss.
County of Cache)

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

Notary Public

WATER RIGHTS ADDENDUM TO **WATER DEEDS**

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

Grantee: Millville-Nibley Cemetery District

Water Right No(s): 25-8105

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

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

- ☐ The foregoing deed is a warranty deed. (Grantor is making all standard warranties.)
- ☐ The foregoing deed is a special warranty deed. (Grantor is only warranting that Grantor has not previously conveyed title to others, i.e., a warranty of title as to all claiming by or through Grantor.)
- ☒ The foregoing deed is a quit claim deed. (Grantor is making no warranties.)
- ☐ The language in the foregoing deed is controlling as to the type of deed and associated warranties, if any.
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if any box above is checked)

SECTION 2 - APPURTENANT WATER RIGHTS **Check one box only**

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

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

- ☒ 100% of the following water rights described in the deed are being conveyed. Water Right Nos. 25-8105
- ☐ Only the portion indicated of the following water rights described in the deed are being conveyed.
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses: _____
- ☐ The language in the foregoing deed is controlling as to quantity, if any.

SECTION 4 - OTHER DISCLOSURES **Check all applicable boxes**

- ☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ shares of stock in the following water company: _____
- ☐ Other water related disclosures: _____
- _____
- _____

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

Grantor's Signature: _____

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: _____

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

EXHIBIT B

Assignment

ASSIGNMENT OF WATER STOCK AND WATER STOCK CERTIFICATES

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

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

Dated this ____ day of _____, 2025

MILLVILLE-NIBLEY CEMETERY
DISTRICT

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

**MILLVILLE CITY
RESOLUTION 2025-18**

EXCAVATION AND BORING FEES AND DEPOSITS

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

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

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


Excavation permit fee for penetration of asphalt:

- Road that was constructed or significantly improved more than 3 years ago:
 - Non-refundable fee = \$1,000 for areas less than 300 square feet; \$3.50 per square foot for areas larger than 300 square feet
 - Refundable deposit = \$500
- Road that was constructed or significantly improved less than 3 years ago:
 - Non-refundable fee = \$3,000 for areas less than 300 square feet; \$10 per square foot for areas larger than 300 square feet
 - Refundable deposit = \$500
- Micro trench or small boring fee:
 - Non-refundable fee = \$500 plus \$0.60 per linear foot
 - Refundable deposit = \$400

Work must be completed within 90 days of permit issuance.

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

SIGNED:



David Hair, Mayor

ATTEST:



Corey Twedt, City Recorder



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

RESOLUTION 2025-19

**DEPOSIT FOR HILLSIDE OVERLAY DEVELOPMENT APPLICATION
REVIEWS**

(Amended from Resolution 2018-23)

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

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

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

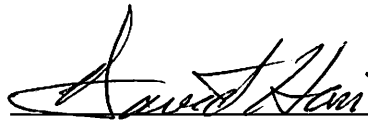
WHEREAS, different lots and different levels of completion in hillside applications require differing levels of engineering time; and

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

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

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

SIGNED:



David Hair, Mayor

ATTEST:


Corey Twedt, City Recorder

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

**MILLVILLE CITY
RESOLUTION 2025-17**

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


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

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

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

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

SIGNED:



David Hair, Mayor

ATTEST:



Corey Twedt, City Recorder



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

EXHIBIT "A"

- 2017 Chevrolet Silverado Pickup Truck; VIN # 1GC2KUEG6HZ182679

Councilmember Assignments 2025

Councilmember Daniel Grange

- Car Show for City Celebration
- Parks

Councilmember Ryan Zollinger

- Sewer
- School District

Councilmember Clay Wilker

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

Councilmember Pamela June

- P&Z
- Youth Council
- Wildfire

Councilmember Jeremy Ward

- City Celebration/Parade
- Trails