



NIBLEY CITY COUNCIL AGENDA  
THURSDAY, JUNE 25, 2026 – 6:30 PM MT

**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](http://www.nibleycity.gov). Public comment should be submitted to [cherylb@nibleycity.gov](mailto:cherylb@nibleycity.gov) by 6:30 PM. Public comments with names and addresses will be read into the public record.**

1. Opening Ceremonies (Councilmember Laursen)
2. Call to Order and Roll Call (Chair)
3. Approval of the May 14, 2026, and the June 11, 2026, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period<sup>1</sup> (Chair)
5. Planning and Zoning Commission Report
6. Staff Reports
7. **Public Hearing:** Resolution 26-16—Amending the Budget for the Various Funds of Nibley City for the Fiscal Year 2025-26
8. **Discussion and Consideration:** Resolution 26-16—Amending the Budget for the Various Funds of Nibley City for the Fiscal Year 2025-26 (Second Reading)
9. **Discussion and Consideration:** Resolution 26-18—Contract with the Cache County Sheriff Office for Law Enforcement Services (First Reading)
10. **Discussion and Consideration:** Resolution 26-19—Adoption of Economic Blueprint for Nibley City (First Reading)
11. **Discussion and Consideration:** Annexation Agreement with K Holdings LLC, Setting Forth Terms and Conditions for the Nielson-Ropelato Annexation
12. **Public Hearing:** Ordinance 26-06—Annexation and Zoning Assignment of Parcel 03-049-0010 & 03-049-0013 Located at Approximately 3600 South 1500 West, Containing 42.81 Acres and Assigning Zoning of R-2A (Residential) to Parcel 03-049-0010 And R-M (Mixed Residential) to Parcel 03-049-0013
13. **Discussion and Consideration:** Ordinance 26-06—Annexation and Zoning Assignment of Parcel 03-049-0010 & 03-049-0013 Located at Approximately 3600 South 1500 West, Containing 42.81 Acres and Assigning Zoning of R-2A (Residential) to Parcel 03-049-0010 And R-M (Mixed Residential) to Parcel 03-049-0013 (First Reading)
14. **Discussion and Consideration:** Ordinance 26-20—Substituting NCC 5.08 Residential Solicitation (First Reading)
15. **Workshop:** Property along Nibley Gardens Trail
16. **Workshop:** Discussion on watering of parks and open spaces and water conservation
17. **Workshop:** State of Utah Water Use Fee
18. **Council Reports**

*Adjourn*

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

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

*Nibley City's next scheduled City Council meeting will be on Thursday, July 16, 2026, at 6:30 PM MT.*

*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.*



**Agenda Item #7 & 8**

|                             |                                                                                                                                                                                                                                                                                                        |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>          | <b>Public Hearing:</b> Resolution 26-16—Amending the Budget for the Various Funds of Nibley City for the Fiscal Year 2025-26<br><br>and<br><b>Discussion and Consideration:</b> Resolution 26-16—Amending the Budget for the Various Funds of Nibley City for the Fiscal Year 2025-26 (Second Reading) |
| <b>Presenter</b>            | Justin Maughan, Nibley City Manager                                                                                                                                                                                                                                                                    |
| <b>Staff Recommendation</b> | Move to approve Resolution 26-16—Amending the Budget for the Various Funds of Nibley City for the Fiscal Year 2025-26.                                                                                                                                                                                 |
| <b>Reviewed By</b>          | Justin Maughn, City Manager<br>Larry Jacobsen, Mayor<br>Amy Johnson, Treasurer<br>Cheryl Bodily, HR Director                                                                                                                                                                                           |

**Background:**

As staff neared the end of the Fiscal Year, staff projects where some accounts may be short in at the end of the year. In summary:

1. Waste collection projections were off a bit, and an additional \$40k to pay Waste Management. This is balanced by an estimated \$40k more in fee's being paid for the service by citizens.
2. The number to pay off the City Hall building from the MBA account was \$20k short. This is balanced by taking \$20k from the balance of that account (appropriating), which still leaves about \$35k in the account.
3. There was a substantial amount of money left over in the general fund. State Law only allows 35% of your last year's revenue to be left in the general fund, so we need to transfer \$1.1M into the Capital Projects Fund.

Exhibit A outlines accounts that need to be amended:

## EXHIBIT "A"

Nibley City  
Final Budget  
adjustment  
30-Jun-26

| General<br>Fund>Sanitation |                            | Debit  | Credit |
|----------------------------|----------------------------|--------|--------|
| 10-62-320                  | Refuse collection services | 40,000 |        |
| 10-39-99                   | Appropriated fund balance  |        | 40,000 |

| General fund to<br>Capital projects<br>fund |                  | Debit     | Credit    |
|---------------------------------------------|------------------|-----------|-----------|
| 10-50-90                                    | Transfer to CP   | 1,100,000 |           |
| 45-38-700                                   | Transfer from GF |           | 1,000,000 |

| MBA Fund  |                           | Debit  | Credit |
|-----------|---------------------------|--------|--------|
| 20-40-810 |                           | 20,000 |        |
| 20-39-99  | Appropriated fund balance |        | 20,000 |

| Streets Impact<br>Fees |                           | Debit   | Credit  |
|------------------------|---------------------------|---------|---------|
| 59-40-759              |                           | 200,000 |         |
| 59-39-999              | Appropriated fund balance |         | 200,000 |



**RESOLUTION 26-16**

**A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR  
FISCAL YEAR 2025-2026**

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

1. The attached Fiscal Year 2025-2026 current-year budget is hereby adopted and approved as the amended budget for the current fiscal year ending June 30, 2025, with amendments as listed in Exhibit A.

PASSED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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Larry Jacobsen, Mayor

ATTEST:

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Talon Bigelow, Assistant City Recorder

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## Agenda Item #9

|                             |                                                                                                                                                        |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>          | <b>Discussion &amp; Consideration:</b> Resolution 26-18—Contract for Services with the Cache County Sheriff Office for Law Enforcement (First Reading) |
| <b>Presenters</b>           | Justin Maughan, City Manager                                                                                                                           |
| <b>Staff Recommendation</b> | Move to approve Resolution 26-18—Contract for Services with the Cache County Sheriff Office for Law Enforcement and waive second reading               |
| <b>Reviewed By</b>          | Justin Maughan, City Manager<br>Larry Jacobsen, Mayor                                                                                                  |

### Background:

The Cache County Sheriff's Office is largely funded by property tax through Cache County. In addition, Nibley City has historically entered into contracts that guarantee a certain number of hours to be spent in Nibley City by Law Enforcement Deputy's. The current contract is about to expire in June. The Sheriff would like to propose a new, three year contract. The proposed contract requests an increase of 6.25% per year:

| <b>CONTRACT YEAR</b> | <b>CATEGORY</b> | <b>HOURS</b> | <b>AMOUNT</b> |
|----------------------|-----------------|--------------|---------------|
| 2026 - 2027          | Contract Funds  | 3003         | \$180,180     |
| 2027 - 2028          | Contract Funds  | 3003         | \$192,192     |
| 2028 - 2029          | Contract Funds  | 3003         | \$204,204     |

No other changes to the contract are proposed.

This requested amount is covered in the FY 26/27 budget that was approved last meeting.

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**RESOLUTION 26-18**

**AN AGREEMENT WITH THE CACHE COUNTY SHERIFF'S OFFICE  
FOR LAW ENFORCEMENT**

WHEREAS, Nibley City desires to contract with the Cache County Sheriff's Office to provide law enforcement services; and

THEREFORE, it is hereby resolved by the Nibley City Council agrees to the terms set forth in the attached contracts for Law Enforcement.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS 25 DAY OF JUNE, 2026.

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Larry Jacobsen, Mayor

ATTEST:

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Talon Bigelow, Assistant City Recorder

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AN INTERLOCAL AGREEMENT BETWEEN  
CACHE COUNTY  
AND  
NIBLEY CITY  
FOR  
LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Sections 11-13-101 to -608, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY", and Nibley City, a municipal corporation of the State of Utah, hereinafter referred to as the "CITY."

W I T N E S S E T H:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of Nibley City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel

so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY's Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from the Sheriff's Office's performance and the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish law enforcement investigation, protection, and service to reasonably enforce State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
  - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
  - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
  - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in the attached Exhibit A.
  - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.



- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.
- F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
  - i. The number and type of calls for services (incidents), and
  - ii. The number and type of citations, and
  - iii. The number and type of warnings, and
  - iv. The numbers of hours of service provided.
- 5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
- 6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
- 7. For the purpose of performing the services and functions pursuant to this agreement;
  - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be an officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
  - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
  - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
- 8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occur as a result of

the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.

9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim of any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
11. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2026 and shall run for a three-year period. With the consent of the Nibley City Council, this Agreement may be renewable for successive three-year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding three-year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of his or her determination concerning such renewal together with any readjusted rates as provided in paragraph 12 below, otherwise, such agreement shall finally terminate at the end of such three year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving sixty (60) days prior written notice to the other party.

12. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of 2026, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.
13. The CITY agrees to remit the contract amount to the Cache County Executive, 199 North Main Street, Logan, Utah 84321, on or before December 31, 2026 for the first year of the contract; December 31, 2027, for the second year of the contract and December 31, 2028, for the third year of the contract. If such payment is not remitted to the County Executive's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of one percent (1%) per calendar month for each month that any part of the full contract amount remains unpaid.

IN WITNESS WHEREOF, the City of Nibley , by approval of the Nibley City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County

Approved as to form and as  
Compatible with State law:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
George Daines, County Executive

ATTEST: (seal)

\_\_\_\_\_  
Clerk

CITY OF NIBLEY

Approved as to form and as  
Compatible with State law:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Mayor

ATTEST: (seal)

\_\_\_\_\_  
Clerk

## EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2026, through June 30, 2029.

- The cost in the 2026-2027 contract year to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$60.00 per hour. State Liquor Control Funds will be expended at \$60.00 per hour.
- The cost in the 2027-2028 contract year to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$64.00 per hour. State Liquor Control Funds will be expended at \$64.00 per hour.
- The cost in the 2028-2029 contract year to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$68.00 per hour. State Liquor Control Funds will be expended at \$68.00 per hour.

| CONTRACT YEAR | CATEGORY       | HOURS | AMOUNT    |
|---------------|----------------|-------|-----------|
| 2026 - 2027   | Contract Funds | 3003  | \$180,180 |
| 2027 - 2028   | Contract Funds | 3003  | \$192,192 |
| 2028 - 2029   | Contract Funds | 3003  | \$204,204 |

In addition to paying the Contract Funds identified above, the CITY will pay to the COUNTY under Section 4.D. of this Agreement all State Liquor Funds that the CITY receives as it receives them. Under Section 4.D. of this Agreement, the County will, in addition to the hours of service identified above, provide hours of liquor law enforcement activities at the rate described above until all State Liquor Funds received by the CITY and forwarded to the COUNTY have been expended.

The COUNTY may supply, at the discretion of the Sheriff, additional patrol coverage to the CITY as available.

When a deputy working for the CITY has an additional deputy in training working with him or her, the CITY will be charged for only one deputy.

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## Agenda Item #10

|                             |                                                                                                                         |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>          | <b>Discussion &amp; Consideration:</b> Resolution 26-19- Adoption of Economic Blueprint for Nibley City (First Reading) |
| <b>Presenter</b>            | Levi Roberts, City Planner                                                                                              |
| <b>Staff Recommendation</b> | Approval of Resolution 26-19- Adoption of Economic Blueprint for Nibley City for first reading                          |
| <b>Reviewed By</b>          | Mayor Larry Jacobsen<br>Levi Roberts, Planner<br>Justin Maughan, City Manager                                           |

### Background:

The Utah State Governor's Office of Economic Development has provided technical assistance to Nibley City through the Rural Economic Blueprint Program. The Economic Blueprint will act as an update to the City's Economic Development Strategic Plan, which was last updated in 2013. The Plan is designed to communicate economic development goals and strategies to the public and potential funders of projects. The Plan provides an analysis of the City's growth and industry while assessing its Strengths, Weaknesses, Opportunities and Threats (SWOT). The process to develop the Plan includes stakeholder interviews and steering committee discussions. The Plan is in support of the goals of the adopted General Plan. It reiterates those adopted goals while adding the following goals with specific strategies to achieve the stated goal included in the document.

Goal 1: Expand commercial activity in the core of Nibley and develop a "Town Center"

Goal 2: Expand commercial and industrial activity on Nibley's periphery

Goal 3: Pursue improvements to quality of life that facilitate economic development

Goal 4: Implement the Nibley City Rural Economic Blueprint

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## **RESOLUTION 26-19**

### **ADOPTION OF ECONOMIC BLUEPRINT FOR NIBLEY CITY**

WHEREAS, the Economic Development Implementation Item 4a of the adopted Nibley City General Plan states ‘Complete and update Economic Development Strategic plan with established resources and partnerships’; and

WHEREAS, The proposed Economic Blueprint will act as an update to the City’s Economic Development Strategic Plan; and

WHEREAS, Nibley City is in support of furthering economic prosperity for the community.

THEREFORE, it is hereby resolved that the Nibley City Council adopts the Economic Blue Print prepared by the State of Utah Office of Economic Development.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

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Larry Jacobsen, Mayor

ATTEST:

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Talon Bigelow, Assistant City Recorder

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**Governor's Office of  
Economic Development**

Center for Rural  
Development

# Plan Here. Build Here.

Nibley City  
Rural Economic Blueprint

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2026

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Courtesy of Scott Markewitz / Utah Office of Tourism

## Acknowledgments

The Governor's Office of Economic Development (GOED) extends its gratitude to the elected officials, staff, business owners, and community members who contributed to this process by participating on the working team or steering committee.

### Working Team

- August Granath | Governor's Office of Economic Development
- Sherry Stevens | Governor's Office of Economic Development
- Olivia Midgley | Governor's Office of Economic Development
- Levi Roberts | Nibley City Planner

### Steering Committee

- Larry Jacobsen | Nibley City Mayor
- Nick Kenczka | Nibley City Council
- Nathan Laursen | Nibley City Council
- Justin Maughan | Nibley City Manager
- Amy Johnson | Nibley City Treasurer
- Shawn Milne | Bear River Association of Governments Economic Development Director
- Todd Johnson | USU Landscape Architecture and Environmental Planning Professor
- Ryan Reeves | Commercial Real Estate Broker
- Bill Gaskill | Commercial Developer

## Overview of the Rural Economic Blueprint Program Process

The Rural Economic Blueprint Program offers Utah’s rural communities an opportunity to leverage state-provided technical support to advance their economic development goals. The program is no-cost, community-driven, and provides a simple yet effective economic development strategic plan. With an economic development strategic plan in place, communities will be better positioned to communicate their goals to funders, get buy-in from residents, acquire capital, and deploy resources towards target projects.

The program is working with eight communities in its second year. Nibley City was one of several applicants that were selected to participate in this round of the program. The working team first met in January of 2026, followed by meetings with the steering committee in March and May of the same year. In that time, GOEO staff performed one-on-one interviews with nine key stakeholders, compiled economic data from various sources, and reviewed the new General Plan and 2025–2026 city budget. Individual stakeholder contributions to this report have been kept anonymous.

The following report is the result of a collaborative effort led and facilitated by GOEO staff with direction from Nibley City stakeholders. The goal of this program is to ensure that this effort represents the desires of the community as a whole.



Courtesy of Scott Markewitz / Utah Office of Tourism



# Nibley City Economic Data Snapshot

## Population: 8,615

According to the Census Bureau, Nibley City has grown by 1,238 people (4.4% annualized) from April 1, 2020, to July 1, 2024, since the last decennial census in 2020<sup>1</sup>. This is about a quarter of the 16.4% annual growth rate for the preceding 30-year period from 1990 – 2020<sup>2</sup>. Comparing the same periods, statewide population growth has dropped from 3% to 1.8% annual growth , while nationwide growth has slowed from 1.1% to 0.7% annual growth<sup>3</sup>.

## Nibley City, Utah, and USA Population (1990 – 2024)

| Year | Nibley Population | Growth Rate (Annualized) | Utah Population | Growth Rate (Annualized) | USA Population | Growth Rate (Annualized) |
|------|-------------------|--------------------------|-----------------|--------------------------|----------------|--------------------------|
| 1990 | 1,236             | 16.4%                    | 1,722,850       | 3.0%                     | 248,709,873    | 1.1%                     |
| 2000 | 2,045             |                          | 2,233,198       |                          | 281,421,906    |                          |
| 2010 | 5,438             |                          | 2,763,885       |                          | 308,745,538    |                          |
| 2020 | 7,332             |                          | 3,271,608       |                          | 331,516,113    |                          |
| 2021 | 7,537             | 4.4%                     | 3,339,874       | 1.8%                     | 332,100,166    | 0.6%                     |
| 2022 | 7,939             |                          | 3,393,928       |                          | 333,996,304    |                          |
| 2023 | 8,316             |                          | 3,449,259       |                          | 336,755,052    |                          |
| 2024 | 8,615             |                          | 3,502,983       |                          | 340,003,797    |                          |

## Median Age: 28.2 years

The median age of Nibley City is younger than Utah’s median age of 32, which is much younger than the country’s median age of 39<sup>4</sup>.

<sup>1</sup> U.S. Census Bureau. (2025, May). *Annual estimates of the resident population for incorporated places in Utah: April 1, 2020 to July 1, 2024* (Report No. SUB-IP-EST2024-POP-49). Population Division.

<sup>2</sup> U.S. Census Bureau. (2012, July). *Utah: 2010 population and housing unit counts* (CPH-2-46). U.S. Government Printing Office.

<sup>3</sup> U.S. Census Bureau. (2026, January). *Annual estimates of the resident population for the United States, regions, states, District of Columbia, and Puerto Rico: April 1, 2020 to July 1, 2025* (Report No. NST-EST2025-POP). <https://www.census.gov/data/tables/time-series/demo/popest/2020s-state-total.html#v2025>

<sup>4</sup> U.S. Census Bureau. (2025). Table B01002: Age and sex. *2020–2024 American Community Survey 5–Year Estimates*. Retrieved March 3, 2026 from [https://censusreporter.org/data/table/?table=B01002&geo\\_ids=16000US4954660,04000US49,01000US](https://censusreporter.org/data/table/?table=B01002&geo_ids=16000US4954660,04000US49,01000US)

**Employment Rate: 70.5%**

3,623 of the 5,139 Nibley City residents aged 16+ were employed during the period of 2020–2024. This was ahead of the country’s rate of 60% and the state’s rate of 67%<sup>5</sup>.

**Employment Status for Nibley City, Utah, and USA – Pop. Age 16+ (2020 – 2024)**

| Employment Status  | Nibley (#) | Nibley (%) | Utah (%) | USA (%) |
|--------------------|------------|------------|----------|---------|
| Employed           | 3,623      | 70.5       | 66.9     | 59.7    |
| Unemployed         | 127        | 2.5        | 2.5      | 3.3     |
| Armed Forces       | 12         | 0.2        | 0.3      | 0.5     |
| Not in Labor Force | 1,377      | 26.8       | 30.4     | 36.5    |

**Median Household Income: \$108,072**

Nibley City’s median household income is about \$13,000 above Utah’s median household income of \$95,166 and is about \$28,000 above the national median household income of \$80,734<sup>6</sup>.

**Educational Attainment (Age 25+): 46% hold a Bachelor’s Degree or higher**

The proportion of residents with a bachelor’s degree or higher leads the state by nine percentage points and the nation by 11 percentage points.<sup>7</sup>

**Educational Attainment for Nibley City, Utah, and USA as a Percentage of Population Age 25+ (2020 – 2024)**

| Educational Attainment              | Nibley | Utah | USA |
|-------------------------------------|--------|------|-----|
| Less than a High School Diploma     | 6      | 7    | 11  |
| High School Diploma                 | 20     | 23   | 26  |
| Some College or an Associate Degree | 28     | 34   | 28  |
| Bachelor’s Degree or Higher         | 46     | 37   | 35  |

<sup>5</sup> U.S. Census Bureau. (2025). Table B23025: Employment status for the population 16 years and over. *2020–2024 American Community Survey 5–Year Estimates*. Retrieved [Month][Date], 2026, from [https://censusreporter.org/data/table/?table=B23025&geo\\_ids=16000US4954660,04000US49,01000US](https://censusreporter.org/data/table/?table=B23025&geo_ids=16000US4954660,04000US49,01000US)

<sup>6</sup> U.S. Census Bureau. (2025). Table B19019: Median household income in the past 12 months (in 2024 inflation-adjusted dollars). *2020–2024 American Community Survey 5–Year Estimates*. Retrieved March 3, 2026, from [https://censusreporter.org/data/table/?table=B19019&geo\\_ids=16000US4954660,04000US49,01000US](https://censusreporter.org/data/table/?table=B19019&geo_ids=16000US4954660,04000US49,01000US)

<sup>7</sup> U.S. Census Bureau. (2025). Table B15003: Educational attainment for the population 25 years and over. *2020–2024 American Community Survey 5–Year Estimates*. Retrieved March 3, 2026, from [https://censusreporter.org/data/table/?table=B15003&geo\\_ids=16000US4954660,04000US49,01000US](https://censusreporter.org/data/table/?table=B15003&geo_ids=16000US4954660,04000US49,01000US)



## Major Industries

In Nibley City, the majority of employment is owed to the top 4 industries in the community, according to Census Bureau data<sup>8</sup>. Manufacturing, Educational Services, and Health Care, and Accommodation/Food Services make up about 50.3% of all jobs in the city. In terms of location quotients<sup>9</sup> Manufacturing related jobs stand out relative to the rest of the United States with a score of 2.1, as does Educational Services jobs with a score of 1.4, and Mining/Quarrying/Oil & Gas with a score of 2.8 although the actual number of jobs in Nibley for that industry is quite small.

### Nibley City Industry Breakdown by Percentage of Labor Force (2025)

| Industry                              | Jurisdiction (Jobs) | Jurisdiction (% of Jobs) | USA (% of Jobs) | Location Quotient |
|---------------------------------------|---------------------|--------------------------|-----------------|-------------------|
| Total                                 | 3,623               | 100.0%                   | 100.0%          | –                 |
| <b>Manufacturing</b>                  | <b>740</b>          | <b>20.4%</b>             | <b>9.6%</b>     | <b>2.1</b>        |
| <b>Educational Services</b>           | <b>476</b>          | <b>13.1%</b>             | <b>9.4%</b>     | <b>1.4</b>        |
| Health Care/Social Assistance         | 444                 | 12.3%                    | 14.5%           | 0.8               |
| Accommodation/Food Services           | 161                 | 4.4%                     | 6.6%            | 0.7               |
| Retail Trade                          | 131                 | 3.6%                     | 10.4%           | 0.3               |
| Other Services (Excluding Public)     | 128                 | 3.5%                     | 4.7%            | 0.8               |
| Public Administration                 | 88                  | 2.4%                     | 5.0%            | 0.5               |
| Professional/Scientific/Tech          | 86                  | 2.4%                     | 8.4%            | 0.3               |
| Finance/Insurance                     | 77                  | 2.1%                     | 4.9%            | 0.4               |
| Arts/Entertainment/Recreation         | 57                  | 1.6%                     | 2.2%            | 0.7               |
| Information                           | 38                  | 1.0%                     | 1.8%            | 0.6               |
| Real Estate/Rental/Leasing            | 34                  | 0.9%                     | 1.7%            | 0.6               |
| <b>Mining/Quarrying/Oil &amp; Gas</b> | <b>30</b>           | <b>0.8%</b>              | <b>0.3%</b>     | <b>2.8</b>        |
| Construction                          | 18                  | 0.5%                     | 7.0%            | 0.1               |
| Transportation/Warehousing            | 15                  | 0.4%                     | 5.0%            | 0.1               |
| Admin/Support/Waste Management        | 10                  | 0.3%                     | 4.5%            | 0.1               |
| Agriculture/Forestry/Fishing          | 0                   | 0.0%                     | 1.1%            | 0.0               |
| Wholesale Trade                       | 0                   | 0.0%                     | 1.9%            | 0.0               |
| Utilities                             | 0                   | 0.0%                     | 0.9%            | 0.0               |
| Management of Companies               | 0                   | 0.0%                     | 0.2%            | 0.0               |

<sup>8</sup> U.S. Census Bureau. (2025). Table C24030: Sex by Industry for the Civilian Employed Population 16 Years and Over. *2020–2024 American Community Survey 5–Year Estimates*. Retrieved March 3, 2026, from [https://censusreporter.org/data/table/?table=C24030&geo\\_ids=01000US,04000US49,16000US4954660](https://censusreporter.org/data/table/?table=C24030&geo_ids=01000US,04000US49,16000US4954660)

<sup>9</sup> The location quotient is found by dividing the share of employment for an industry in one area by the same number in another area. It indicates industry specialization for a geographic area.

## Nibley City Major Employers (DWS, March 2025)

| Employer                           | Employed (#) | Description                                          |
|------------------------------------|--------------|------------------------------------------------------|
| Logan Coach Inc                    | 100–249      | Truck Trailer Manufacturing                          |
| Thomas Edison Charter School South | 100–249      | Elementary and Secondary Schools                     |
| Nibley City Corp                   | 50–99        | Executive and Legislative Offices, Combined          |
| Nibley Elementary                  | 50–99        | Elementary and Secondary Schools                     |
| Camp Saver LLC                     | 20–49        | Sporting Goods Retailers                             |
| ControlByWeb, LLC                  | 20–49        | Electrical Contractors and Other Wiring Installation |
| DBA Zigg Design                    | 20–49        | Plumbing, Heating, and Air-Conditioning              |
| Ek Ekcessories Inc                 | 20–49        | Other Leather and Allied Product Manufacturing       |
| Exterpro Inc                       | 20–49        | Residential Siding Contractors                       |
| Heritage Animal Hospital LLC       | 20–49        | Veterinary Services                                  |
| Little Wonders South – Nibley      | 20–49        | Child Care Services                                  |
| Mountain View Machine & Welding    | 20–49        | Machine Shops                                        |
| Weston Logan Inc                   | 20–49        | Hotels (except Casino Hotels) and Motels             |
| C J Electrical Inc                 | 10–19        | Electrical Contractors and Other Wiring Installation |
| DB2 Engineering, LLC               | 10–19        | Engineering Services                                 |
| Gearwurx                           | 10–19        | Engineering Services                                 |
| Maverik                            | 10–19        | Gasoline Stations with Convenience Stores            |
| Nibley City Corp                   | 10–19        | Executive and Legislative Offices, Combined          |
| Stoke, LLC                         | 10–19        | All Other Business Support Services                  |
| Witricity Corporation              | 10–19        | Research and Development in Nanotechnology           |

The Utah Department of Workforce Services collects these statistics via paperwork that employers submit each time they hire a new employee, and shares the data through its Firm Find tool<sup>10</sup>. These statistics are organized by employment site, which is why Nibley City Corp is listed twice.

<sup>10</sup> Utah Department of Workforce Services. (March, 2025). *Firm Find*. Retrieved March 3, 2026, from [https://jobs.utah.gov/wi/firmfind/download/ffind\\_other.csv](https://jobs.utah.gov/wi/firmfind/download/ffind_other.csv)

# Initial Assessment

## Strengths, Weaknesses, Opportunities, and Threats Analysis

A review of relevant economic statistics (see Nibley City Economic Data Snapshot), in conjunction with conversations with stakeholders, led to the development of a SWOT analysis that provided an initial assessment of economic conditions in Nibley.

### Strengths

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#### Population Growth, Residential Development, and Strong Demographics

- Nibley has grown by ~3,400 people, or ~4% a year, for the past 15 years and is forecasted to continue at a similar pace for the next 15 years and beyond according to the general plan. With a median income of \$108,072 and 40.1% of the population under age 18, Nibley possesses an active, educated, and high-spending consumer base that is invested in the community's long-term future. If the city can foster additional commercial and retail business, it is well positioned to benefit from its local residents' buying power.

#### Strategic Location And Highway Access

- Nibley's proximity to Logan, and position between US-89/91 and SR-165, has enabled it to become the thriving bedroom community that it is today. Residents are able to drive the 10-15 minutes into town for work or amenities and return to a quiet neighborhood with high quality of life. Additionally, Nibley's location in the southern end of the Cache Valley positions it to potentially benefit from passing commuters if it can offer compelling reasons to stop and shop. It also offers logistical advantages to commercial and industrial businesses seeking access to I-15/I-84/I-80 and freight rail.

#### Quality Municipal Leadership, High Levels of Service, and Reputable Parks and Recreation Amenities

- The city maintains quality staff, active leadership, and high levels of service with relatively new infrastructure. Additionally, Nibley's parks and youth programs are regional draws and one of the community's greatest strengths. In interviews, stakeholders noted that families move to Nibley specifically for this "top notch" municipal service. This has created a strong brand identity for the city.

## **Entrepreneurial Home Occupancy Business Ecosystem**

- Nibley is known largely as a bedroom community. Although it possesses a handful of larger businesses amongst its 41 registered commercial entities, the community has a high rate of business taking place in its residences. With 217 home occupancy businesses distributed across its 2,139 households, Nibley has a business in one of every ten households. This indicates an entrepreneurial community that could be leveraged to fill additional commercial space, if built.

## **Available Land for Development**

- Nibley has significant available flat green space for development that is within its annexation boundary. This is especially true on its southern border and to a lesser extent in its northwest and northeast corners. As Logan runs out of developable space, this land will likely become more valuable for commercial and industrial development in the valley. This availability should allow Nibley to define what its future development looks like and chart a path that is most beneficial for its community goals.

## **Weaknesses**

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### **Lack of Commercial Activity and Subsequent Sales Tax Leakage**

- The current General Plan estimates that Nibley had \$112 million in sales tax leakage in 2024, with an estimated lost sales tax revenue of ~\$571,000 for the city. If all of this sales tax leakage were somehow captured in 2026, it would represent a ~10% increase in total general fund revenue for the city's 25–26 budget. If this replaced revenue were used to offset current property tax revenue, it would represent a 42% decrease in local residents' property tax bill.

### **Growth Pressure on Existing Services and Dependency on Neighboring Jurisdictions**

- The continued population growth and residential development places pressure on existing services and facilities. Additionally, Nibley currently relies on neighboring jurisdictions for some essential services including fire protection, law enforcement, and wastewater treatment. This creates a "price-taker" vulnerability where Nibley must accept the rates and priorities of neighboring jurisdictions, limiting its ability to control its own fiscal destiny.

## **Absence of a Defined Commercial Core and Minimal Industrial Base**

- The city lacks a defined commercial “downtown” district, which limits community retail opportunities and third spaces. There is also limited industrial land available for development. Additionally, the small number of commercial and industrial businesses located in Nibley places a burden on residential property taxes to fund city infrastructure and services.

## **Environmental & Infrastructure Barriers to Growth**

- The high water table and sensitive wetlands in remaining developable areas complicate construction which potentially increases costs to developers and could slow growth. Additionally, one stakeholder noted that Nibley faces power constraints that could stand in the way of attracting high power needing industrial business.

## **Opportunities**

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### **Designating and Developing a Town Center**

- There is a rare political and social consensus (nearly 60% community support) for a walkable town center. This is an opportunity to create a “Third Space”—a place that isn’t work or home—which would attract local restaurants and boutique retail. The General Plan currently suggests designating this along 3200 S and 4000 S.

### **US 89/91 and SR-165 Highway Commercial Development**

- Prioritizing nodal development adjacent to US89 at 2200 S, 2600 S, or 3200 S is one of the best opportunities for commercial development in Nibley. Leveraging commuter spending by creating a compelling reason to stop along the way home from or to Logan with a grocery store anchored development or other amenity center has been discussed.

### **The Highway 101 Re-Route / 4400 South Industrial Zone Opportunity**

- The planned realignment of Highway 101 to 4400 South creates a “clean slate” for industrial and business park development while leveraging existing industrial activity near Hyrum. The area on the north side of 4400 South can serve as an area to capture

logistics and manufacturing growth without encroaching on future residential neighborhoods and will keep freight traffic off of local main streets.

### **Catching Logan’s Spillover**

- Cache Valley’s strength in aerospace, defense, and food processing is overflowing from Logan. Nibley has the available land to “draft” off these clusters, providing space for auxiliary suppliers that can no longer find room in the Logan airport area.

### **Active Transportation Connectivity**

- By linking the proposed Greenway Loop to future commercial nodes, Nibley can create a connected community that allows residents to access amenities and support a localized economy while prioritizing open space and recreation.

## **Threats / Barriers to Progress**

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### **Competition with Neighboring Municipalities**

- Nibley is geographically boxed in. As such, it is in somewhat of an “annexation race” with Logan to the north and Hyrum to the south. If the city does not move aggressively to annex and zone the Northwest and Southern corridors, neighboring cities (Logan and Hyrum) will likely capture the most lucrative tax-producing parcels.

### **UDOT Control of Off-Highway Access to Nibley**

- Because the city’s access points are strictly along highways within UDOT’s jurisdiction, their management decisions of those highways act as a bottleneck to Nibley’s growth. Strict state controls over traffic signals and access points along highways that prioritize speed of travel to and from Logan can inhibit the creation of vibrant retail nodes that attract commuters along routes that pass Nibley.

### **Local Resident Antipathy for Dense Residential and Commercial Development**

- Upon review of resident survey results in the general plan, it’s clear that there is a vocal segment of residents that value the rural, low-density feel of Nibley and push back against potential increases in density and development in general. However, there is broad support for some economic development, so long as it is concentrated, and represents a “balanced approach that allows for some commercial development



while preserving key aspects of the community’s rural character” according to the general plan.

### **Fiscal Imbalance**

- Relying solely on residential growth is likely unsustainable in the long run. Without a commercial tax base to subsidize the cost of providing high levels of service to its residents, long-term infrastructure maintenance costs will outpace residential property tax revenue.



Courtesy of Mike Norton / Utah Office of Tourism

## **Ideal Vision for a Future Economy**

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Through one-on-one conversations with stakeholders, the following themes were identified as guideposts for the future of economic development in Nibley.

### **Transition from a Dependent Bedroom Community to a more Self-Reliant “Complete Community”**

- Stakeholders envision a future where Nibley develops more commercial activity, begins capturing some of its estimated ~70% sales tax leakage, and uses that revenue to minimize property tax increases while funding municipal infrastructure.

### **Develop a “Town Center” for Nibley and Plan for Additional Commercial Nodes along US 89/91**

- Stakeholders identified the need for a defined “heart” for Nibley. This component of the vision focuses on a centralized, walkable commercial hub near 2600 S and SR-165 that could be anchored by gathering spaces and community amenities.

### **Support and Expand Existing Home-Based and Traditional Businesses in Nibley**

- Stakeholders expressed a desire to work with existing local businesses, identify those that are ready to expand, and create a pathway for growth that helps to fill additional commercial spaces created by the “Town Center” and other commercial zones.

### **Plan for an Industrial Zone with Sufficient Buffer for Residential Development**

- Stakeholders plan to set aside the undeveloped southwest corner of Nibley for industrial opportunities such as manufacturing, tech, or logistics. There is an opportunity to build off of the success of adjoining agricultural production facilities to the south and plan far enough ahead to create a buffer zone and avoid problems with residential areas.

### **Integrating Active Transportation to Drive a “Trail-Connected” Economy**

- Because Nibley’s top-tier recreation programs and green spaces are major community strengths, stakeholders see a future where economic growth is explicitly tied to the city’s trail systems. These trails would physically link residential neighborhoods directly to retail nodes, allowing residents to safely bike or walk to local services.



## Preserving Quality of Life through “Missing Middle” Intergenerational Housing

- This vision seeks to balance the community’s intense desire to maintain its small-town single-family identity with the pragmatic economic reality that diverse, attainable housing types are required in order to ensure that the city’s youth and seniors are not priced out of their own hometown.



Courtesy of Jay Dash / Utah Office of Tourism

# Strategic Plan

## Existing Objectives in the 2025 General Plan

Before setting forth the goals, strategies, tactics, and projects established in this plan, it is worth reviewing the previous economic development policy on file for Nibley City. The new strategic plan builds on this existing plan and provides additional specificity and breadth.

The economic development goals described in Nibley 2025 General Plan are below:

### **Goal 1: Ensure Financial Sustainability**

- Address revenue and expenses in the City's general fund and financial plan. Economic development directly influences the ability and sources used to generate revenue.

### **Goal 2: Coordinate with Economic Development Entities**

- Increase coordination with economic development and planning entities (BRAG) with a focus on the local workforce (USU and Bridgerland).

### **Goal 3: Focus Commercial Growth in Key Nodes, with Buffers**

- Existing and future key development areas include Highway 89, Main Street, the Town Center, 3200 South, and the 4400 South corridor. Positioned between Nibley and Hyrum, 4400 South offers rail access and potential for industrial or mixed-use development. Existing users already generate significant truck traffic.

### **Goal 4: Maintain Economic Development Focus**

- Complete and update Economic Development Strategic plan with established resources and partnerships.

### **Goal 5: Increase Housing Supply to Match Demand**

- Increase housing through higher densities near commercial areas with mixed-use and other residential as indicated in the proposed future land use map.
- Nibley City should promote housing options to ensure sustainable growth.

## New Goals, Strategies, and Projects

### Goal 1 – Expand commercial activity in the core of Nibley and develop a “Town Center”

| Strategy Number | Strategy Description                                           | Project Number | Project                                                                                                                                                                                                                                                                                                                           |
|-----------------|----------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1               | Designate and Develop a Town Center                            | 1              | Engage with local landowners near the intersection of 2600 S and SR-165 to begin planning a future Town Center at that location                                                                                                                                                                                                   |
|                 |                                                                | 2              | Work with local USU staff and students in the Landscape Architecture department to begin visioning exercises for the future Town Center                                                                                                                                                                                           |
|                 |                                                                | 3              | Consider what local amenities and gathering places a Town Center could provide for the community. A relevant example would be the skating rink that was developed at Millcreek Common in the Salt Lake area.                                                                                                                      |
|                 |                                                                | 4              | Create a small area master plan for the future Town Center site and engage developers to build out the plan                                                                                                                                                                                                                       |
| 2               | Create a business expansion pipeline for home-based businesses | 1              | Survey existing home-based businesses to identify growth opportunities and resources that could be developed for this group of business owners                                                                                                                                                                                    |
|                 |                                                                | 2              | Develop the resources that home-based businesses need to expand and grow into larger established businesses in the community; ideas include an innovation center that could incubate these businesses provide office space, and create a launching point for these businesses to eventual lease commercial space in the community |
| 3               | Develop a central mixed use corridor on 3200 S                 | 1              | Build out street design changes considered in the Transportation Master Plan                                                                                                                                                                                                                                                      |
|                 |                                                                | 2              | Consider zoning changes to 3200 S to turn it into more of a mixed use corridor                                                                                                                                                                                                                                                    |
|                 |                                                                | 3              | Build a road to connect 3200 S to the commercial properties on Nibley Parkway                                                                                                                                                                                                                                                     |

## Goal 2 – Expand commercial and industrial activity on Nibley’s periphery

| Strategy Number | Strategy Description                                                              | Project Number | Project                                                                                                                                                                            |
|-----------------|-----------------------------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1               | Establish an area on the south end of the valley for industrial business activity | 1              | Pursue congruence across Hyrum and Nibley’s annexation boundaries on the south end of Nibley’s future land use map                                                                 |
|                 |                                                                                   | 2              | Establish an Industrial Zone on the south end of Nibley’s future land use map                                                                                                      |
|                 |                                                                                   | 3              | Engage in the BRAG funded feasibility study process to consider areas for a future agri-park development and advocate for that to be developed in the south valley industrial zone |
|                 |                                                                                   | 4              | Proactively build out water, road, and sewer infrastructure to the south valley industrial zone to incentivize development in the area                                             |
|                 |                                                                                   | 5              | Engage with BRAG, GOED, and EDCUtah resources for working with site selectors and recruit businesses to the south valley industrial zone and other parcels in Nibley               |
| 2               | Pursue development on and adjacent to US 89/91 and SR-165                         | 1              | Prioritize nodal development along US 89/91 at intersections with 2600 S and 3200 S                                                                                                |
|                 |                                                                                   | 2              | Develop a corridor agreement with UDOT for US 89/91                                                                                                                                |
|                 |                                                                                   | 3              | Participate in a corridor study with UDOT for SR-165                                                                                                                               |

## Goal 3 – Pursue improvements to quality of life that facilitate economic development

| Strategy Number | Strategy Description                                                                                            | Project Number | Project                                                                                                                                                         |
|-----------------|-----------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1               | Develop active transportation and trail assets that connect places of residence, work, commerce, and recreation | 1              | Pursue the development of the Greenway Loop as identified in the general plan                                                                                   |
|                 |                                                                                                                 | 2              | Pursue the development of a “Blacksmith Fork Connector Trail” that would connect the “Town Center” to Blacksmith Fork Canyon and the Bonneville Shoreline Trail |
|                 |                                                                                                                 | 3              | Consider buildout of active transportation running east-west on the 2600 S corridor to connect residential subdivisions to future “Town Center”                 |
|                 |                                                                                                                 | 4              | Ensure that additional residential subdivisions continue to add to the existing active transportation networks                                                  |



## Goal 5 – Implement the Nibley City Rural Economic Blueprint

| Strategy Number | Strategy Description                                                                | Project Number | Project                                                                                |
|-----------------|-------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------|
| 1               | Create systems of accountability and support to ensure that the plan is implemented | 1              | Create or designate an implementation committee to oversee the completion of the plan  |
|                 |                                                                                     | 2              | Assign specific staff with the responsibility of implementing the plan                 |
|                 |                                                                                     | 3              | Allocate sufficient funding to support staff and committees as they implement the plan |



Courtesy of Jay Dash / Utah Office of Tourism



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## Agenda Item ##11

|                             |                                                                                                                                                      |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>          | <b>Discussion and Consideration:</b> Annexation Agreement with K Holdings LLC setting forth terms and conditions for the Nielson-Ropelato Annexation |
| <b>Presenter</b>            | Levi Roberts, City Planner                                                                                                                           |
| <b>Staff Recommendation</b> | Approval of the Annexation Agreement with K Holdings LLC setting forth terms and conditions for the Nielson-Ropelato Annexation                      |
| <b>Reviewed By</b>          | Levi Roberts, City Planner<br>Tom Dickinson, City Engineer<br>Nibley City Planning Commission                                                        |

### Background:

During the discussion of acceptance of this annexation petition, City Council directed Staff to work on an Annexation agreement to set forth terms and conditions for the annexation. The following terms are included in the draft agreement.

1. The petitioner will be required to improve 1500 West to City standards. The applicant may seek a pioneering agreement to seek reimbursement from future developers who benefit from such improvements.
2. The petitioner will be required to upsize, water, sewer and stormwater utilities at the request of the City, which upsizing will be paid for by the City.
3. The City agrees to zone the properties R-2A (north property) and R-M (south property) as requested by the applicant.

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**ANNEXATION AGREEMENT AND WAIVER OF CLAIMS**

**THIS ANNEXATION AGREEMENT AND WAIVER OF CLAIMS** (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between Nibley City, a political subdivision of the state of Utah (“City”) and K Holdings LLC (“KH”) a Utah \_\_\_\_\_, whose registered address is \_\_\_\_\_, (KH and CITY are collectively referred to herein as the “Parties”).

**WHEREAS**, KH owns parcels 03-049-0010 and 03-049-0013 (the “Subject Property”) consisting of approximately 42 acres which lay adjacent to the City; and

**WHEREAS**, KH has applied to annex the Subject Property into the City and requested certain zoning for portions of the Subject Property; and

**WHEREAS**, the City desires certain assurances regarding the public improvements that KH will install related to the Subject Property:

**NOW THEREFORE**, the Parties hereby mutually agree and covenant as follows:

**AGREEMENT**

1. **COVENANTS OF THE CITY**. The City hereby covenants and agrees as follows:

(a) The City agrees to apply its development ordinances to the Subject Property as if it were located within the City, with the exceptions provided herein.

(b) The City agrees to process and finalize KH’s application to annex the Subject Property into the City, but only upon the covenants and agreements of KH contained herein.

(c) The City agrees that upon receiving consent from Cache County to KH’s proposed annexation into the City as required by the Utah Code, the City will process KH’s annexation application.

(d) The City agrees to conduct all public hearings and all public processes required by the Utah Code Title 10, Chapter 2, Part 8, to annex the Subject Property into the City such that Parcel No. 03-049-0010 can be annexed into the R2A zone, and that Parcel No. 030049-0013 can be annexed into the RM zone. Prior to the full public process required to annex property into the City, the City cannot promise or covenant that the annexation will occur or that the zoning described herein will be assigned as applied for. The City has no liability in the event that after the public process required by the Utah Code the annexation is not approved nor has the City any liability if the zoning applied for is not assigned to the Subject Property. However, both approval of the annexation and the assignment of the zoning requests for the Subject Property are conditions precedent to KH’s promises and covenants under paragraph 2.

(e) The City acknowledges KH's covenants, agreements and promises are good, sufficient and valuable consideration for the promises, agreements, covenants, releases, and waivers contained in this Agreement. The City agrees that this consideration is accepted as the full and final resolution of all matters related to the Subject Property with KH

(f) The City shall process the annexation application of KH, 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.

2. COVENANTS OF KH. KH hereby covenant and agree as follows:

(a) KH acknowledge and agrees regarding the City's right to apply its development ordinances and standards to the Subject Property.

(b) KH promises that it owns and control the Subject Property.

(c) KH agrees that if the Subject Property is assigned the zoning designations by the City identified in paragraph 1(d) herein that it will upgrade and improve 1500 West to the standards and requests of the City, which standards and requests exceed the upgrades proportionately reasonable and necessary for the proposed development of the Subject Property at the density related to the zoning designations sought by KH for the Subject Property (the "Additional Street Improvements". The Parties express their intention to enter into a pioneering agreement whereby the City will agree to seek reimbursement payment from future developers whose developments will be benefitted by the Additional Street Improvements, provided that KH notifies the City of its commitment to seek such payments before the applications from such benefitted future developers are acted upon and finalized by the City. Future developers are limited to and only consist of developer who propose to develop \_\_\_\_\_ (Identify the area) within 10 years after the Additional Street Improvements are constructed by KH. Upon collection of such reimbursement payments from benefitted future developers, the pioneering agreement will provide that the City will deliver such payments from the benefitted future developers to KH as reimbursement to KH within 60 days of receipt by the City

(d) KH agrees to upsize the water, sewer and storm water utilities at the request of the City, which upsizing will be paid for by the City

(e) KH acknowledges that the execution of this Agreement, on its own, does not constitute preliminary or final annexation approval, nor does this Agreement constitute any development approval, or permission to begin development, excavation, or construction regarding the Subject Property, and that any such approval sought by KH shall only be granted based on KH's submission of all necessary applications, documentation, and information to the City, and KH's compliance with the applicable terms of the City's land use regulations, ordinances, standards, and this Agreement.

3. TERM OF AGREEMENT. The term of this Agreement shall be 10 years, meaning that it shall expire on \_\_\_\_ day of \_\_\_\_\_ month in 2036. Any development rights approved

herein that have not been exercised prior to the termination of this Agreement shall expire as of the termination of this Agreement.

4. ~~Release of Claims. KH, on behalf of itself and its respective heirs, family members, executors and assigns, hereby fully and forever releases the City and its parent corporations, sister corporations and subsidiaries, affiliates, operating units, officers, directors, employees and former employees, investors, shareholders, administrators, partners, divisions, predecessor and successor corporations, and assigns, from, and agrees not to sue the City concerning, any and all claims, demands, actions, judgments, orders, duties, obligations, causes of action, damages, liabilities, costs, expenses of any kind, and liability of any kind or nature, whether in law or equity, relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that it may possess arising from any omissions, acts or facts (i) that are related or unrelated in any way to the Subject Property, or with the City including, without limitation, any and all attorney's fees. This Paragraph 4 shall receive the broadest possible interpretation as a general and complete release. KH hereby agrees that the release set forth in this Paragraph 4 shall be and remain in effect in all respects as a complete general release as to the matters released.~~

5. ~~No Pending or Future Lawsuits. KH further represents that it does not intend to bring any claims on its own behalf or on behalf of any other person or entity against the City or any other person or entity referred to herein. KH agrees that in any Utah Property Rights Ombudsman administrative investigation and/or proceeding, KH shall not be entitled to recover any individual monetary relief or other individual remedies.~~

6. Costs. The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement.

7. Authority. The City represents and warrants that the undersigned has the authority to act on behalf of the City and to bind the City and all who may claim through it to the terms and conditions of this Agreement. KH represents and warrants that it has the capacity to act on its own behalf and on behalf of all who might claim through it to bind it to the terms and conditions of this Agreement.

8. No Representations. KH represents that it has had the opportunity to consult with an attorney regarding this Agreement and has carefully read and understands the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

9. Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, the remainder of this Agreement shall continue in full force and effect without said provision.

10. Entire Agreement. This Agreement, and any agreements referenced herein, represent the entire agreement and understanding between the City and KH concerning KH, the Subject Property and this Agreement supersedes and replaces any and all prior agreements and understandings concerning KH's Subject Property related to the City.

11. No Oral Modification. This Agreement may only be amended in writing signed by KH and the City. No oral modification of this Agreement is allowed.

12. Third Parties. This Agreement is intended for the sole benefit of the named parties thereto, No third party, except for permitted assignees, transferees, and successors-in-interest, shall have any right to enforce any of the terms or obligations herein contained. This Agreement can only be assigned by one party with the prior written consent of the other party.

13. No Waiver. Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise, at some future time, said right or any other right it may have hereunder, provided that this provision shall not operate to excuse Developer's non-compliance with the deadlines set forth in this Agreement.

14. Governing Law. This Agreement shall be governed by the laws of the state of Utah.

15. Attorneys' Fees. Should an action be brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in prosecuting such an action.

16. Counterparts. This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

17. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or on behalf of the Parties hereto, with the full intent of releasing all claims. The Parties acknowledge that they have read this Agreement, have been represented or had the opportunity to be represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel, understand the terms and consequences of this Agreement and of the releases it contains, and are fully aware of the legal and binding effect of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the respective dates set forth below.

**NIBLEY CITY**

**KH \_\_\_\_\_**

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

Its: City Mayor

DATE: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

ATTEST:

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

Its: City Recorder

DRAFT

(CITY SEAL)

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## Agenda Item #12 & 13

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>                        | <p><b>Public Hearing:</b> Ordinance 26-06-Annexation and Zoning Assignment of Parcel 03-049-0010 &amp; 03-049-0013 Located at Approximately 3600 South 1500 West, Containing 42.81 Acres and Assigning Zoning of R-2A (Residential) to Parcel 03-049-0010 and R-M (Mixed Residential) to Parcel 03-049-0013</p> <p>and</p> <p><b>Discussion and Consideration:</b> Ordinance 26-06-Annexation and Zoning Assignment of Parcel 03-049-0010 &amp; 03-049-0013 Located at Approximately 3600 South 1500 West, Containing 42.81 Acres and Assigning Zoning of R-2A (Residential) to Parcel 03-049-0010 and R-M (Mixed Residential) to Parcel 03-049-0013 (First Reading)</p> |
| <b>Presenter</b>                          | Levi Roberts, City Planner                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Planning Commission Recommendation</b> | Recommend zone designation for Parcel 03-049-0010, located at approximately 3600 S 1500 W, to Residential (R-2A) and 03-049-0013, located at approximately 3701 S 1200 W to Residential (R-2A), in conjunction with proposed annexation                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Staff Recommendation</b>               | Approval of Ordinance 26-06-Annexation and Zoning Assignment of Parcel 03-049-0010 & 03-049-0013 Located at Approximately 3600 South 1500 West, Containing 42.81 Acres and Assigning Zoning of R-2A (Residential) to Parcel 03-049-0010 and R-M (Mixed Residential) to Parcel 03-049-0013                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Reviewed By</b>                        | Levi Roberts, City Planner<br>Tom Dickinson, City Engineer<br>Mayor Larry Jacobsen<br>Justin Maughan, City Manager<br>Cheryl Bodily, City Recorder<br>Nibley City Planning Commission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

### Background:

Dan Larsen, representative of K Holdings LLC (Kartchner Homes), filed an annexation petition to annex parcel 03-049-0010 and 03-049-0013, located at approximately 3600 South 1500 West, which contains 42.81 acres, including all proposed rights of way, into Nibley City. The area is within the City's annexation declaration boundary of the annexation policy plan. This area was included in a previous annexation petition, which did not receive approval, and this petition includes an updated area. This consideration is for the new petition.

The annexation would be contiguous with existing City boundaries. It would create an unincorporated island, as defined by UCA 10-2-401(1)(l). This is allowed by State Code provided that the county and municipality have otherwise agreed. The Cache County Council has approved the creation of the island.

One consideration for this request is that it includes a proposal to annex a portion of the 1500 West Right-of-Way (660' in length) beyond the annexation boundaries along an unincorporated property that would bridge a gap between existing City boundaries and the proposed annexation area. The proposed annexation agreement requires the applicant to improve this section of roadway allowing for the option for a pioneering agreement to require adjacent properties along this roadway to reimburse the developer for their share of the benefit of the improvements.

In conjunction with the annexation petition, the applicant has requested the following zoning for the property:

- R-2A (Residential) for Parcels 03-0049-0010, located at approximately 3600 S 1500 W
- R-M (Mixed Residential) for Parcel 03-049-0013, located at approximately 3701 S 1200 W

### **Zoning Consideration**

*\*At the time Staff made the following zoning assessment and recommendation, originally to the Planning Commission, the updated General Plan had not been adopted. Staff elected not to amend its recommendation, despite the updated Plan.*

The Future Land Use Map, an appendix to the general plan, designates the area which includes Parcel 03-049-0013 as 'Commercial and Medium to High Density Residential'. The R-M zone, which allows a mix of uses and residential density up to 10 units per net developable acre would support this future land use designation.

The Future Land Use Map designates Parcel 03-0049-0010 as 'Medium Density Residential'. The R-2A zone, with a base minimum lot size of 12,000 sq ft and an average lot size of 14,000 sq ft would support this future land use designation.

The designated area of Commercial and Medium to High Density Residential was planned as a transition area between the medium density residential area to the north and the planned industrial area to the south, which is generally planned for between 4400 S and 4000 S. Other than the existing Nibley Farms Subdivision to the north, the current land uses in this area are characterized by agricultural uses.

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.*

In addition, Strategy 4 of the adopted Moderate-Income Housing Plan, an appendix to the General is "Rezone for densities necessary to facilitate the production of moderate-income housing," with a specific benchmark to consider additional areas in which the R-M zone could apply.

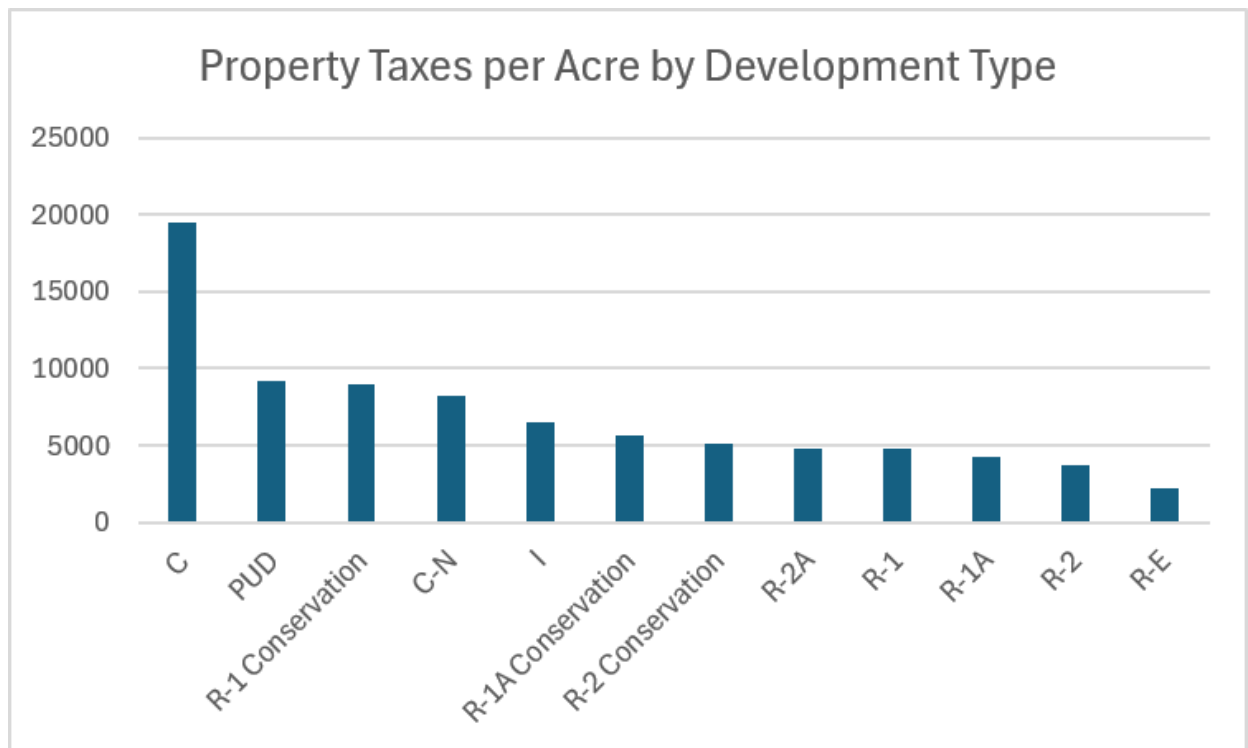
Based upon the context of the site and the guidance provided in the Future Land-Use Map and goals of the general plan, Staff has determined that this application is in support of the General Plan and recommends approval of this zoning designation.

### **Annexation Policy Plan Consideration**

As noted above, the area is included in the Annexation Declaration Area. In addition to this consideration, the Plan states the following:

*Planned and other expansion of municipal services will be financed primarily by impact fees and other negotiated development fees or exactions. The estimate of the tax consequences to residents, both currently within the municipal boundaries and in the expansion area, is a consideration of specific areas proposed for annexation and the proposed use. City staff have completed the analysis of property tax per acre and utility fee collection for specific types of development and will apply this when considering areas proposed for annexation. Nibley does not intend to raise taxes in order to support future annexations.*

Based upon recent tax revenue data, Staff summarized property taxes per acre for subdivisions within different zones and subdivision types, as shown in the table below.



In general, the highest tax revenue per acre that the City receives is with higher density residential developments and commercial, as opposed to lower density developments. Based upon these trends, the designation of R-M is expected to yield slightly higher property tax revenue as the PUD designation, while the R-2A designation can be expected to yield lower property tax revenue.

## ORDINANCE 26-06

### **ANNEXATION AND ZONING ASSIGNMENT OF PARCEL 03-049-0010 & 03-049-0013 LOCATED AT APPROXIMATELY 3600 SOUTH 1500 WEST, CONTAINING 42.81 ACRES AND ASSIGNING ZONING OF R-2A (RESIDENTIAL) TO PARCEL 03-049-0010 AND R-M (MIXED RESIDENTIAL) TO PARCEL 03-049-0013**

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

1. The attached Annexation Petition, with the following legal description, be approved to annex into the City:

Part of Lot 4, 5 and 15, 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 00°06'14" E 668.20 feet along the west line of east line of Lot 5, Block 15, Millville West Field Survey to the Southeast Corner of said Lot 5, thence S 88°52'50" E 701.51 feet along the north line of Lot 15, Block 15, Millville West Field Survey and its projection thereof to the east right of way line of 1200 East Street; thence along said east right of way line the next three courses: thence along a non-tangential curve 85.62 feet along a curve to the left, (radius point bears N 89°12'22" E ), with a central angle of 00°10'32", a radius of 27950.50 feet, and a chord that bears S 00°52'54" E 85.62 feet; thence S 00°58'10" E 585.07 feet; thence N 89°13'34" W 1312.59 feet along the south line of Parcel 03-049-0013 to a 5/8" rebar ; thence N 00°28'04" E 678.21 feet along the west line of Parcel 03-049-0013 to the south line of Lot 5, Block 15, Millville West Field Survey; thence N 88°52'50" W 819.40 feet along the south line of Lot 5, Block 15, Millville West Field Survey and its projection thereof; thence N 00°31'03" E 667.65 feet (North 660 feet, By Record); thence N 00°39'41" E 660.12 feet (North 660 feet, By Record); thence S 88°53'58" E 66.00 feet to the Southwest Corner of Open Space PH1 B, Nibley Farms, Phase 1 recorded in the Cache County Recorder's Office under Entry No. 1247073 on May 20, 2020; thence S 00°39'41" W 660.00 feet; thence S 88°53'35" E 1340.52 feet to the point of beginning, containing 42.81 acres, more or less.

2. Parcel 03-049-0013 shall be assigned the zone as R-2A (Residential).
3. Parcel 03-049-0010 shall be assigned the zone as R-M (Mixed Residential).
4. The approval of this annexation is conditional upon the execution of the Annexation Agreement between Nibley City and K Holdings LLC.

PASSED BY THE NIBLEY CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
Larry Jacobsen, Mayor

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

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# ANNEXATION PETITION

**Contact Sponsor:**

Dan Larsen

913 S 100 W

Logan, UT 84321

(435) 770-9697

The undersigned petition for the annexation of the following area into the corporate boundaries of Nibley City, Utah.

**Parcel ID: 03-049-0010**

LOT 5 BLK 15 MILLVILLE W FIELD SEC 29 T 11N R 1E 20 AC G289

**Parcel ID: 03-049-0013**

BEG AT SW COR LT 15 BLK 15 MILLVILLE WEST FIELD SVY & TH N89°14'42"W 593.97 FT TH N0°26'56"E 678.21 FT TH S88°53'58"E 1200.3 FT TO W LN OF 1200 W ST TH S0°22'49"E 671.09 FT ALG SD ST TO PARCEL 03-059-0015 TH N89°14'42"W 615.98 FT TO BEG CONT 18.66 AC M/B TAX DESC

Signatures of property owners in the Annexation boundary

**Notice:**

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

Parcel # 03-049-0010

Parcel # 03-049-0013

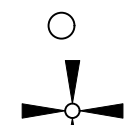
K Holdings LLC

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized, with a large loop at the beginning and a long, sweeping tail that extends to the right.

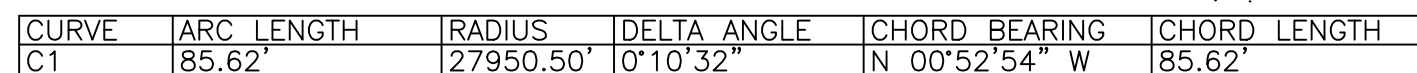


**TO THE  
NIBLEY CITY**

### LEGEND



MILLVILLE WEST FIELD SURVEY LOT



TO THE  
BLEY CITY

AE

FEB-2026

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## Agenda Item #14

|                             |                                                                                                                     |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Description</b>          | <b>Discussion and Consideration:</b> Ordinance 26-20—Substituting NCC 5.08 Residential Solicitation (First Reading) |
| <b>Presenter</b>            | Talon Bigelow, Assistant City Recorder                                                                              |
| <b>Staff Recommendation</b> | Move to approve Ordinance 26-20—Substituting NCC 5.08 Residential Solicitation for first reading                    |
| <b>Reviewed By</b>          | Larry Jacobsen, Mayor<br>Justin Maughan, City Manager<br>Talon Bigelow, Assistant City Recorder                     |

### Background:

Following the presentation with City Council concerning residential solicitation, staff has drafted an ordinance that would substitute Chapter 5, Section 8 of Nibley City Code (i.e. completely rewrite NCC 5.08 title and body). This ordinance comes in response to calls from residents sharing thoughts on the lack of prohibitions found in current city code pertaining to residential solicitation.

The City Council directed staff to draft an ordinance that would place reasonable restrictions and regulations on commercial solicitation in residential areas while allowing for good will check-ins by neighbors, the sharing of religious beliefs, and political activism. The ordinance is written in such a way as not to burden staff with specific procedures as technologies and policies update quickly. This code is meant to protect the citizens from unwanted solicitation while setting up a healthy framework for those who perform door-to-door solicitation.

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## **ORDINANCE 26-20**

### **SUBSTITUTING NCC 5.08 RESIDENTIAL SOLICITATION**

WHEREAS, residents of Nibley City have an inalienable interest in their personal safety, well-being, and privacy in their residences, as well as their ability to provide or receive information regarding matters of personal belief, political, or charitable activities, and goods and services lawfully in commerce; and

WHEREAS, commercial residential solicitation generally represents a greater intrusion upon residential privacy than political, religious, or other noncommercial door-to-door solicitation involving the dissemination of ideas; and

WHEREAS, a number of city residents do not desire to listen to or otherwise receive commercial solicitations. Additionally, some residents are particularly vulnerable to consumer fraud and unfair consumer sales practices by commercial residential solicitors; and

WHEREAS, Nibley City finds the procedures, rules, and regulations set forth in the substitution of Nibley City Code 5.08 are narrowly tailored to preserve and protect the interests of our citizenry while at the same time balancing the rights of those regulated.

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

1. The attached substitution to Nibley City Code 5.08 be adopted.
2. All ordinances, resolutions, and policies of Nibley 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, paragraph, or chapter of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

PASSED, ADOPTED, AND MADE EFFECTIVE BY THE CITY COUNCIL OF NIBLEY CITY, UTAH, THIS 16 DAY OF JULY 2026.

---

Larry Jacobsen, Mayor

ATTEST:

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Cheryl Bodily, City Recorder

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## **5.08 Residential Solicitation**

### **5.08.010 No Other City License or Approval Required**

- A. Registered Solicitors and persons exempt from Registration need not apply for, nor obtain, any other license, permit, or registration from the City to engage in Door-to-Door Solicitation.
- B. Any Business licensed by the City under another City ordinance that uses employees, independent contractors, or agents for Door-to-Door Solicitation in an effort to provide any tangible or intangible benefit to the Business, shall be required to have such Solicitors obtain a Certificate, unless otherwise exempt from Registration.
- C. Those Responsible Persons or Entities associated with Registered Solicitors need not apply for, nor obtain any other business license or registration from the City, provided they do not establish a temporary or fixed place of business in the City.
- D. Nothing herein is intended to interfere with or supplant any other requirement of federal, state, or other local law regarding any license, permit, or certificate that a Registered Solicitor is otherwise required to have or maintain.

### **5.08.020 Definitions**

For the purposes of this Chapter, the following definitions shall apply:

- A. “Advocating” means speech or conduct intended to inform, promote, or support Religious Belief, Political Position, or Charitable Activities.
- B. “Appellant” means the person or entity appealing the denial or suspension of a Certificate, either personally as an Applicant or Registered Solicitor, or on behalf of the Applicant or Registered Solicitor.
- C. “Applicant” means an individual who is at least sixteen (16) years of age and not a corporation, partnership, limited liability company, or other lawful entity who applies for a Certificate permitting Door-to-Door Solicitation.
- D. “Application Form” means a standardized paper or electronic form provided by the City to an Applicant to be completed and submitted as a part of Registration.
- E. “BCI” means an original or copy, dated no other than one hundred eighty (180) days prior to the date of the Application, of either:
  - 1. A verified criminal history report for the Applicant from the Utah Department of Public Safety Bureau of Criminal Identification; or
  - 2. Verification by the Utah Department of Public Safety Bureau of Criminal Identification that no criminal history rising to the level of a Disqualifying Status exists for the Applicant.
- F. “Business” means a commercial enterprise licensed by the City as a person or Entity under this Title, having a fixed or temporary physical location within the City.
- G. “Certificate” means a Certificate permitting Door-to-Door Solicitation in the City, applied for or issued pursuant to the terms of this Chapter. All Certificates issued pursuant to this Chapter shall expire on the date specified on the Certificate.
- H. “Charitable Activities” means Advocating by persons or Entities that either are, or support, a Charitable Organization.
- I. “Charitable Organization” includes any person, joint venture, partnership, limited liability company, corporation, association, group, or other Entity;

1. That is:
    - i. A benevolent, educational, voluntary health, philanthropic, humane, patriotic, religious, social welfare or advocacy, public health, environmental or conservation, or civic organization;
    - ii. For the benefit of a public safety, law enforcement, or firefighter fraternal association; or
    - iii. Established for any charitable purpose; and
  2. That is tax exempt under applicable provisions of the Internal Revenue Code of 1986 as amended, and qualified to solicit and receive tax deductible contributions from the public for charitable purposes.
  3. Charitable Organization includes a chapter, branch, area, or office, similar affiliate or any person soliciting contributions within the state for a Charitable Organization that has its principal place of business outside the City or State of Utah.
- J. “Competent Individual” means a person claiming or appearing to be at least eighteen (18) years of age and of sufficiently sound mind and body to be able to engage in rational thought, conversation, and conduct.
- K. “Completed Application” means a fully completed Application Form, a BCI, two copies of the original identification relied on by the Applicant to establish Proof of Identity, and the tendering of Fees.
- L. “Criminally Convicted” means the final entry of a conviction, whether by a plea of no contest, guilty, entry of a judicial or jury finding guilt, which has not been set aside on appeal or pursuant to a writ of habeas corpus. The criminal conviction is that offense of which the Applicant or Registered Solicitor was convicted, without regard to the reduced status of the charge after completion of conditions of probation or parole, and charges dismissed under a plea in abeyance or diversion agreement.
- M. “Disqualifying Status” means anything specifically defined in this Chapter as requiring the denial or suspension of a Certificate, and any of the following:
1. The Applicant or Registered Solicitor has been Criminally Convicted or has criminal charges currently pending for: (i) felony homicide, (ii) sexual assault of any kind, (iii) the sale or distribution of controlled substances, or (iv) physically abusing, sexually abusing, or exploiting a minor;
  2. The Applicant or Registered Solicitor has been Criminally Convicted of a felony within the last ten (10) years;
  3. The Applicant or Registered Solicitor has been incarcerated in a federal or state prison within the past five (5) years;
  4. The Applicant or Registered Solicitor has been Criminally Convicted of a misdemeanor within the past five (5) years involving a crime of: (i) moral turpitude, or (ii) violent or aggravated conduct involving persons or property.
  5. A Final Civil Judgement been entered against the Applicant or Registered Solicitor within the last five (5) years indicating that: (i) the Applicant or Registered Solicitor had either engaged in fraud, or intentional misrepresentation, or (ii) that a debt of the Applicant or Registered Solicitor was non-dischargeable in bankruptcy;
  6. The Applicant or Registered Solicitor is currently on parole or probation to any court, penal institution, or governmental entity, including being under house arrest or subject to a tracking device;

7. The Applicant or Registered Solicitor has an outstanding arrest warrant from any jurisdiction; or
  8. The Applicant or Registered Solicitor is currently subject to a protective order based on physical or sexual abuse issued by a court of competent jurisdiction.
- N. “Door-to-Door Solicitation” means the practice of engaging in or attempting to engage in conversation with any person at a Residence or dwelling, whether or not that person is a Competent Individual, while making or seeking to make or facilitate a Home Solicitation Sale, or attempting to further the sale of Goods and/or Services.
- O. “Entity” includes a corporation, partnership, limited liability company, or other lawful entity, organization, society, or association.
- P. “Fees” means the cost charged to the Applicant or Registered Solicitor for the issuance of a Certificate and/or Identification Badge as enumerated on the currently adopted Consolidated Fee Schedule.
- Q. “Final Civil Judgement” means a civil judgement that would be recognized under state law as a judgement to which collateral estoppel would apply.
- R. “Goods” means one or more tangible items, wares, objects of merchandise, perishables of any kind, subscriptions, or manufactured products offered, provided, or sold.
- S. “Home Solicitation Sale” means to make or attempt to make a Sale of Goods or Services by a Solicitor at a Residence by means of Door-to-Door Solicitation, regardless of the means of payment or consideration used for the purchase or the time of delivery of the Goods or Services.
- T. “Licensing Officer” means the City employee(s) or agent(s) responsible for receiving from an Applicant or Registered Solicitor the Completed Application and either granting, suspending, or denying the Applicant’s Certificate.
- U. “No Solicitation Sign” means a reasonably visible and legible sign that states “No Soliciting”, “No Solicitors”, “No Salespersons”, “No Trespassing”, or words of similar import.
- V. “Political Position” means any actually held belief, or information for, against, or in conjunction with any political, social, environmental, or humanitarian belief or practice.
- W. “Registered Solicitor” means any person who has been issued a current Certificate by the City.
- X. “Registration” means the process used by the City Licensing Officer to accept a Completed Application and determine whether or not a Certificate will be denied, granted, or suspended.
- Y. “Religious Belief” means any sincerely held belief, or information for, against, or in conjunction with, any theistic, agnostic, or atheistic assumption, presumption or position, or religious doctrine, dogma, or practice regardless of whether or not the belief or information is endorsed by any other person or public or private entity.
- Z. “Residence” means any living unit contained within any building or structure that is occupied by any person as a dwelling consistent with the zoning laws of the City, together with the lot or other real property on which the living unit is located. This does not include the sidewalk, public street, or rights of way.
- AA. “Responsible Person or Entity” means that person or Entity responsible to provide the following to an Applicant, Registered Solicitor, and the Competent Individual in a Residence to whom a Sale of Goods or Services is made or attempted to be made by means of a Home Solicitation Sale:

1. Maintaining a state sales tax number, computing the sales taxes owing from any Sale of Goods or Services, paying the sales taxes, and filing any required returns or reports;
  2. Facilitating and responding to requests from consumers who desire to cancel the sale pursuant to applicable contractual rights or law; and
  3. Refunding any monies paid or reversing credit card charges to those persons who timely rescind any sale pursuant to applicable contractual rights or law.
- BB. “Sale of Goods or Services” means the conduct and agreement of a Solicitor and the Competent Individual in a Residence regarding a particular Good(s) or Service(s) that entitles the consumer to rescind the same within three days under any applicable federal, state, or local law.
- CC. “Services” means those intangible goods or personal benefits offered, provided, or sold to a Competent Individual of a Residence.
- DD. “Soliciting” or “Solicit” or “Solicitation” means any of the following activities:
1. Seeking to obtain Sales or orders for the exchange of goods, wares, merchandise, or perishables of any kind, for any kind of remuneration or consideration, regardless of whether advance payment is sought;
  2. Seeking to obtain prospective customers to apply for or to purchase insurance, subscriptions to publications, or publications;
  3. Seeking to obtain contributions of money or any other thing of value for the benefit of any person or Entity;
  4. Seeking prospective customers for Goods or Services;
  5. Seeking to engage an individual in conversation at a Residence for the purpose of promoting or facilitating the receipt of information regarding Religious Belief, Political Position, Charitable Conduct, or a Home Solicitation Sale;
  6. Other activities falling within the commonly accepted definition of Soliciting, such as hawking or peddling.
- EE. “Solicitor” or “Solicitors” means a person(s) engaged in Door-to-Door Solicitation.
- FF. “Submitted in Writing” means the information for an appeal of a denial or suspension of a Certificate, submitted in any type of written statement to the City offices by mail or hand delivery.
- GG. “Substantiated Report” means an oral, written, or electronic report:
1. That is submitted to and documented by the City by a Competent Individual who is willing to provide law enforcement or other City employee(s) with publicly available identification of their name, address, and any other reliable means of contact or any other regularly established law enforcement agency at any level of government.
  2. That provides any of the following information regarding a Registered Solicitor:
    - i. Documented verification of a previously undisclosed Disqualifying Status of a Registered Solicitor;
    - ii. Probable cause that the Registered Solicitor has committed a Disqualifying Status which has not been determined to be a Disqualifying Status;
    - iii. Documented, eye-witness accounts that the Registered Solicitor has engaged in repeated patterns of behavior that demonstrates failure by the Registered Solicitor to adhere to the requirements of this Chapter; or



- iv. Probable cause that continued licensing of the Registered Solicitor creates exigent circumstances that threaten the health, safety, or welfare of any individuals or entities within the City.
- HH. “Waiver” means the printed or electronic form provided to the Applicant by the City wherein the Applicant agrees that the City may obtain a name/date of birth BCI background check on the Applicant for licensing purposes under this Chapter.

#### **5.08.030 Exemptions from Chapter**

Individuals that qualify for exemption under this Chapter need not Register as required by this Chapter. Those Persons exempt from Registration are exempt from the duties and prohibitions outlined in this Chapter while Advocating or Soliciting. The following are exempt from Registration under this Chapter:

- A. Persons specifically invited to a Residence by a Competent Individual prior to the time of the person’s arrival at the Residence or dwelling. An invited solicitation shall not include the circumstance where the resident invites back a solicitor who initiated the contact with the resident at the residence. A resident’s failure to post a “No Soliciting” sign or placard or like notice may not be construed as an invitation to solicitation by such resident, or as an expression of such resident’s desire to hear or receive solicitations;
- B. Persons delivering goods to a Residence pursuant to a previously made order, or persons providing Services at a Residence pursuant to a previously made request by a Competent Individual;
- C. Persons performing noncommercial, neighborly acts of kindness, including but not limited to, mowing lawns, mending fences, providing meals, and rendering aid;
- D. Persons advocating or disseminating information for, against, or in conjunction with, any Religious Belief, or Political Position regardless of whether Goods, Services, or any other consideration is offered or given, with or without any form of commitment, contribution, donation, pledge, or purchase; and
- E. Solicitation on behalf of a charitable organization as defined by Utah Code Annotated §13-22, or an organization listed in Utah Code Annotated §13-22. This charitable exemption shall apply to students Soliciting contributions to finance extracurricular social, athletic, artistic, scientific, or cultural programs, provided the Solicitation has been approved by the school administration.

#### **5.08.040 Solicitation Prohibited**

Unless otherwise authorized, permitted, or exempted pursuant to the terms and provisions of this Chapter, the practice of being in and upon a private Residence within the City by Solicitors, for the purpose of Home Solicitation Sales or to provide Goods or Services, is prohibited and is punishable as set forth in this Chapter.

#### **5.08.050 Registration of Solicitors**

- A. Unless otherwise exempt under this Chapter, all persons desiring to engage in Door-to-Door Solicitation within the City, prior to doing so, shall submit a Completed Application to the Licensing Officer and obtain a Certificate.
- B. The executed original of this Certificate of Registration shall be maintained by the Licensing Officer, and a legible copy shall be maintained on the Registered Solicitor’s person at all times while soliciting in the City and shall be produced for inspection upon

the request of any resident being solicited, any Peace Officer, or current City Official or Employee.

- C. Unless a person is a Registered Solicitor and has a Certificate of Registration and identification badge in their possession as required in this Chapter, or is otherwise exempt from registration under the provisions of this Chapter, it is a violation of this Chapter for said person to be present in or at a residence within the City for the purpose of engaging in solicitation. Violations of this subsection shall be punishable as set for in this Chapter.

#### **5.08.060 Application Form**

The Licensing Officer shall provide a standard Application Form for use for the Registration of Solicitors. Each Application Form shall require disclosure and reporting by the Applicant of all the required information, documentation, and fees set forth by City ordinance, resolution, or policy including, but not limited to the following:

- A. The Applicant's true, correct, and legal name, including any former names or aliases used during the last ten (10) years;
- B. The Applicant's telephone number, email address, home address, and mailing address;
- C. If different from the Applicant, the name, address, email address, and telephone number of the Responsible Person or Entity;
- D. A valid driver's license issued by any State, a valid passport issued by the United States, a valid identification card issued by any State, or valid identification issued by a branch of the United States military;
- E. Marketing information;
- F. An original or a copy of a BCI background check as defined in 5.08.020;
- G. Responses to questions regarding Disqualifying Status;
- H. The Applicant shall pay such fees as determined applicable by the City according to the currently adopted Consolidated Fee Schedule.
- I. The applicant shall execute the Application Form, stating upon oath or affirmation, under penalty of perjury, that based on the present knowledge and belief of the Applicant, the information provided is complete, truthful, and accurate.

#### **5.08.070 Maintenance of Registry**

In accordance with the currently adopted City Retention Schedule and/or Utah State Division of Archives and Records Service General Retention Schedule, the Licensing Officer shall maintain and make available for public inspection a copy or record of every Completed Application received, and the Certificate or written denial issued by the City. The Applicant's BCI background check shall remain a confidential, protected, private record not available for public inspection. The Licensing Officer may furnish to the City's law enforcement agency a listing of all Applicants, those denied, and those issued a Certificate.

#### **5.08.080 Non-Transferability of Certificates**

Certificates shall be issued only in the name of the Applicant and even though a Responsible Party or Entity, if any, shall be listed on the Certificate, it shall not be deemed to be issued to that Responsible Party or Entity. The Certificate shall be non-transferable. A Registered Solicitor desiring to facilitate or attempt to facilitate Home Solicitation Sales with different Goods or Services or to solicit for another Responsible Party or Entity, from those designated in the

originally submitted Completed Application, shall submit a new application to the Licensing Officer.

#### **5.08.090 Denial, Suspension, or Revocation of a Certificate of Registration**

Upon review, the Licensing Officer shall refuse to issue, or suspend, or revoke a Certificate of an Applicant for any of the following reasons:

- A. The Applicant fails to establish Proof of Identify, provide a BCI check, or pay the Fees;
- B. The information submitted by the Applicant is found to be incomplete or incorrect;
- C. The Completed Application or BCI indicates that the Applicant has a Disqualifying Status;
- D. The Applicant has previously been denied a Certificate by the City, or has had a Certificate revoked for grounds that still constitute a Disqualifying Status under this Chapter;
- E. Since the submission of the Application, the City has received a Substantiated Report regarding the past or present conduct of the Applicant that would result in a Disqualified Status;
- F. The City or other governmental entity has either Criminally Convicted or obtained a civil injunction against the Applicant for violating this Chapter or similar federal, state, or municipal laws in a manner rising to the level of a Disqualifying Status;
- G. Since the submission of the Application, a Final Civil Judgement has been entered against the Applicant indicating the Applicant had either engaged in fraud or that a debut of the Applicant was non-dischargeable in bankruptcy.

#### **5.08.100 Appeal**

An Applicant or Registered Solicitor whose certificate has been denied or suspended shall have the right to appeal pursuant to the provisions found in NCC 5.02.150. The fees to initiate this process are as listed on the currently adopted Consolidated Fee Schedule. The decision to deny or suspend a certificate shall only be reversed, remanded, or modified if the decision is found to be unlawful, or arbitrary, and impulsive.

#### **5.08.110 Deceptive Soliciting Practices Prohibited**

- A. No Solicitor shall intentionally make any materially false or fraudulent statement in the course of Soliciting.
- B. A Solicitor shall immediately disclose to the consumer during any face-to-face Solicitation by verbal means or through use of the Badge and an information flyer;
  - 1. The name of the Solicitor;
  - 2. The name and address of the entity with whom the Solicitor is associated; and
  - 3. The purpose of the Solicitor's contact with the person and/or Competent Individual.
- C. No Solicitor shall use a fictitious name, an alias, or any name other than their true and correct name.
- D. No Solicitor shall represent directly or by implication that the granting of a Certificate of Registration implies any endorsement by the City of the Solicitor's Goods or Services or the individual Solicitor.

#### **5.08.120 "No Solicitation" Notice**

- A. Any occupant of a Residence may give notice of a desire to refuse Solicitors by displaying a "No Solicitation" sign which shall be posted on or near the main entrance door or on or near the property line adjacent to the sidewalk leading to the Residence.

- B. The display of such sign or placard shall be deemed to constitute notice to any Solicitor that the inhabitant of the Residence does not desire to receive and/or does not invite Solicitors.
- C. It shall be the responsibility of the Solicitor to check each Residence for the presence of any such Notice.

#### **5.08.130 Duties of Solicitors**

- A. Every person Soliciting shall check each Residence for any “No Soliciting” sign or placard or any other notice or sign notifying a Solicitor not to solicit on the premises, such as, but not limited to, “No Solicitation” signs. If such sign or placard is posted such Solicitor shall desist from any efforts to solicit at the Residence or dwelling and shall immediately depart from such property. Possession of a Certificate of Registration does not in any way relieve any Solicitor of this duty.
- B. It is a violation of this Chapter for any person Soliciting to knock on the door, ring the doorbell, or in any other manner attempt to attract the attention of an occupant of a Residence that bears a “No Solicitation” sign or similar sign or placard for the purpose of engaging in or attempting to engage in a Home Solicitation Sale, Door-to-Door Soliciting, or Soliciting.
- C. It is a violation of this Chapter for any Solicitor through ruse, deception, or fraudulent concealment of a purpose to Solicit, to take action calculated to secure an audience with an occupant at a Residence.
- D. Any Solicitor who is at any time by an occupant of a Residence or dwelling to leave shall immediately and peacefully depart.
- E. The Solicitor shall not intentionally or recklessly make any physical contact with or touch another person without the person’s consent.
- F. The Solicitor shall not follow a person into a Residence without their explicit consent.
- G. The Solicitor shall not continue repeated Soliciting after a person and/or Competent Individual has communicated clearly and unequivocally their lack of interest in the subject, Goods, or Services of the Solicitor.
- H. The Solicitor shall not use obscene language or gestures.

#### **5.08.140 Time of Day Restrictions**

It shall be unlawful for any person, whether licensed or not, to solicit at a Residence before 9:00 A.M. or after 9:00 P.M. Mountain Time, unless the Solicitor has express prior permission from the resident to do so.

#### **5.08.150 Buyer’s Right to Cancel**

In any Home Solicitation Sale, unless the buyer requests the Solicitor to provide Goods or Services without delay in an emergency, the seller or Solicitor shall present to the buyer and obtain buyer’s signature to a written statement which informs the buyer of the right to cancel within the third business day after signing an agreement to purchase. Such notice of “Buyer’s Right to Cancel” shall be in the form required by Utah Code Annotated §70C-5-103 or a current version thereof or any State or Federal law modifying or amending such provision.

#### **5.08.160 Penalties**

Any person who violates any term or provision of this Chapter shall be guilty of a Class B Misdemeanor and shall be punished by a fine pursuant to NCC 1.08.

**5.08.170 Additional Requirements**

This Chapter shall not be construed so as to waive the provisions and requirements of any other ordinance and/or resolution of the City and the requirements and fees required herein shall be in addition to any other requirements and fees of any other ordinance and/or resolution of the City.

**5.08.180 Severability**

If any provision of this Chapter is held by a court of competent jurisdiction to be unconstitutional or for any reason invalid, such ruling or decision shall not affect the validity of the remaining provisions, which are adopted separately and independently and shall remain in force and effect.

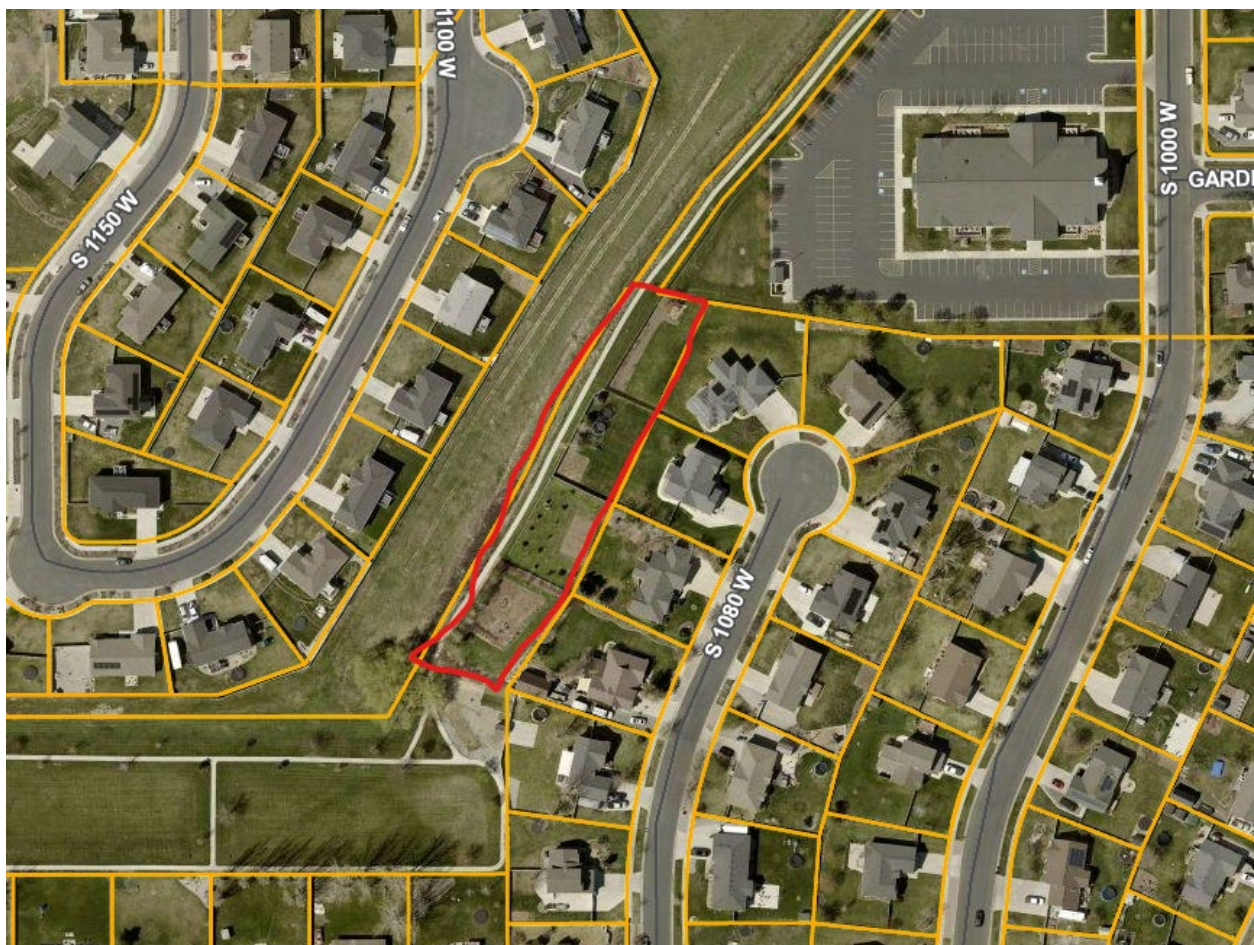
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## Agenda Item #15

|                             |                                                                          |
|-----------------------------|--------------------------------------------------------------------------|
| <b>Description</b>          | <b>Workshop:</b> Property along Nibley Gardens Trail, Parcel 03-166-8001 |
| <b>Presenter</b>            | Justin Maughan, Nibley City Manager                                      |
| <b>Staff Recommendation</b> |                                                                          |
| <b>Reviewed By</b>          | Justin Maughn, City Manager<br>Larry Jacobsen, Mayor                     |

### Background:

The Citizens along the East side of Nibley Gardens Trail have enjoyed the private use of City owned land in exchange for maintaining the land since 2006, per the Agreement included in the information packet. Recent discussions have come up with the Citizens, Mayor and Staff. Staff would like the Council's direction on the future of the property. The property in question is outlined in red in the following image.



Staff met with the Citizens that are utilizing the property a couple months ago, and at the time direction was given to staff to see what the cost should be for the Citizens to just purchase the land. The following was an email sent to each citizen:

**From:** Justin Maughan <[justinm@nibleycity.gov](mailto:justinm@nibleycity.gov)>

**Sent:** Monday, April 13, 2026 10:22 AM

**To:**

**Subject:** City Owned Property Transfer

*Hello everyone, sorry to be slow. Here are the numbers that I received from a surveyor and a realtor as a good starting point to discuss a price to transfer the property you all.*

*From the Realtor:*

*I did not find market data from the county for HOA Open Space Value*

*I did not find sold data.*

*I found 3 ag parcels south of Nibley Gardens area. All three parcels are out of city limits and do not have road frontage. County Assessor Market value is from 2025.*

*03-053-0004 is 20 Acres valued at \$30K per acre Wesley Farms*

*03-053-0003 is 28 Acres valued at \$27K per acre HL Dairy*

*03-053-0005 is 60 Acres valued at \$23K per acre. HL Dairy*

*I believe if you used the lowest value of the 3 parcels, or \$23K per acre, that would be a fair asking price.*

From the surveyor:

*Sorry for the delay in responding. Our estimated fee to amend the plat for Lots 128 through 131 and possibly 132, is \$4,950, with all work billed hourly. This would include survey field work, setting new monuments as needed, and creating the final partially amended subdivision plat. We assume that the City will handle all negotiations with the property owners and that the City or a title company will obtain the necessary signatures for filing. We also assume that a title company would prepare any necessary deeds. Please let me know if this is something you would like to move forward with.*

*Pulling acreages off of the County GIS and adding the cost that the surveyor put together the costs would be:*

| Name      | Acreage | Land Cost | Survey Plat & Recording | Total:  |
|-----------|---------|-----------|-------------------------|---------|
| Swanton   | 0.21    | \$4,830   | \$1250                  | \$6,080 |
| Downs     | 0.16    | \$3,680   | \$1250                  | \$4,930 |
| Tuddenham | 0.15    | \$3,450   | \$1250                  | \$4,700 |
| Bertolio  | 0.14    | \$3,220   | \$1250                  | \$4,470 |

*I still need to get with a Title company to see what cost there may be there, but I wanted to update you all with what I have. Let me know what your thoughts are please?*

After the email, discussions stalled due to the cost being a little higher than the citizens were expecting. Staff is looking for direction from Council on what avenue to pursue for the future of the property at issue.



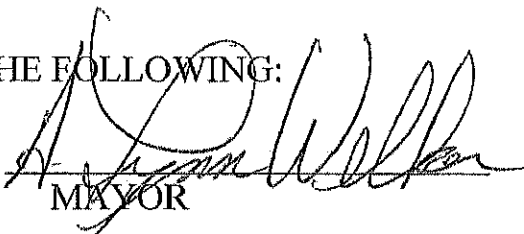
AGREEMENT BETWEEN NIBLEY CITY AND NIBLEY GARDENS INC. ,  
AND ALL OF THE UNDERSIGNED LOT OWNERS.

1. NIBLEY GARDENS INC AGREES TO DEED OVER ALL OPEN SPACE DESIGNATED ON NIBLEY GARDENS ESTATE PHASE V.
2. NIBLEY CITY AGREES TO SIGN A LETTER ACCEPTING THIS OPEN SPACE AS AN OFFICIAL DONATION SO AS NIBLEY GARDEN INC. MAY RECEIVE A TAX CREDIT. INCLUDING IN THE DONATION WILL BE THE COST OF SEEDING AND PLANTING THE OPEN SPACE OVER AND ABOVE THE ROUGH GRADE.
3. NIBLEY CITY AGREES THAT LOT OWNERS OF LOTS 128 TO 132 MAY UTILIZE THE OPEN SPACE BEHIND THEIR LOTS AS PRIVATE OPEN SPACE FOR THE PURPOSES OF PLANTING LAWN OR GARDEN AND MAINTAINING THE OPEN SPACE FREE OF WEEDS AND MOWED. NIBLEY CITY MAY NOT SELL LAND IN BACK OF ABOVE LOTS TO ANYONE EXCEPT THE EXISTING LOT OWNERS AND IF SOLD WILL BE AT UNDEVELOPED LAND COSTS.
4. LOT OWNERS 128 TO 132 AGREE TO MAINTAIN THE OPEN SPACE FREE OF WEEDS AND LEAVE OPEN A MINIMUM 8 FT. ROW FOR NIBLEY CITY TRAIL SYSTEM.
5. NIBLEY CITY WILL MAINTAIN THE REMAINDER OF OPEN SPACE FREE OF WEEDS AND KEEP IT MOWED.
6. THIS AGREEMENT WILL REMAIN IN EFFECT FOR AS LONG AS LOT OWNERS PROPERLY MAINTAIN THE OPEN SPACE BEHIND THEIR LOTS. IF THEY STOP MAINTAINING THE OPEN SPACE BEHIND THEIR HOMES THE CITY WILL NOT ALLOW THEM TO USE THE OPEN SPACE.
7. IF CURRENT UNDERSIGNED LOT OWNERS SELL THEIR HOMES, THEY SHALL DISCLOSE THIS AGREEMENT TO PRESPECTIVE BUYERS AND HAVE THE NEW BUYERS SIGN THIS AGREEMENT AND SEND IT TO THE CITY.

Pages 2 of 3 - (Agreement between Nibley Gardens Inc., Nibley City, and undersigned home owners and city officials)

SIGNED BY THE FOLLOWING:

NIBLEY CITY

  
MAYOR

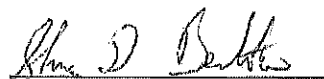
12-28-05  
DATE

NIBLEY GARDENS INC

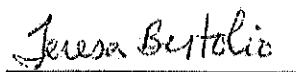
  
PRESIDENT

12-29-05  
DATE

SHANE & TERESA BERTOLIO LOT 128

  
SHANE BERTOLIO

1/9/06  
DATE

  
TERESA

1/9/06  
DATE

KRISTY & BRANDDON HODSON - LOT 129

  
KRISTY HODSON

1-21-06  
DATE

  
BRANDDON HODSON

1-21-06  
DATE

CHAD & MARIE ORTON - LOT 130

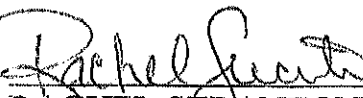
  
CHAD ORTON

1/21/06  
DATE

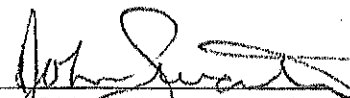
  
MARIE ORTON

1-21-06  
DATE

SWANTON  
RACHEL & JOHN STRANTON - LOT 131

  
RACHEL STRANTON  
SWANTON

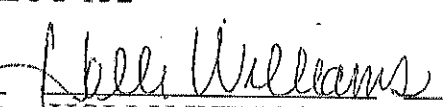
1/19/06  
DATE

  
JOHN STRANTON  
SWANTON

1/19/06  
DATE

Pages 3 of 3 - (Agreement between Nibley Gardens Inc., Nibley City, and undersigned home owners and city officials)

HARLEY & HOLLY WILLIAMS - LOT 132

 1-20-06  1.20.06  
HARLEY WILLIAMS      DATE      HOLLY WILLIAMS      DATE

Attached is Quit Claim Deed to Nibley City from Nibley Gardens Inc.  
This is to be recorded after all signatures are received.



## Agenda Item #16

|                             |                                                                                         |
|-----------------------------|-----------------------------------------------------------------------------------------|
| <b>Description</b>          | <b>Workshop:</b> Discussion on watering of parks and open spaces and water conservation |
| <b>Presenter</b>            | Steve Eliason, Public Works Director                                                    |
| <b>Staff Recommendation</b> |                                                                                         |
| <b>Reviewed By</b>          | Justin Maughn, City Manager                                                             |

### Background:

Nibley City Parks and Open Space Water Shortage Irrigation Response Plan, which provides guidance for reducing water use during drought or water shortage conditions while keeping parks, trails, and open spaces healthy and usable for the community. The presentation will explain that we are in Phase 2 of this plan and what tiers different parks and open spaces are in.

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# Nibley City Parks & Open Space Water Conservation Plan



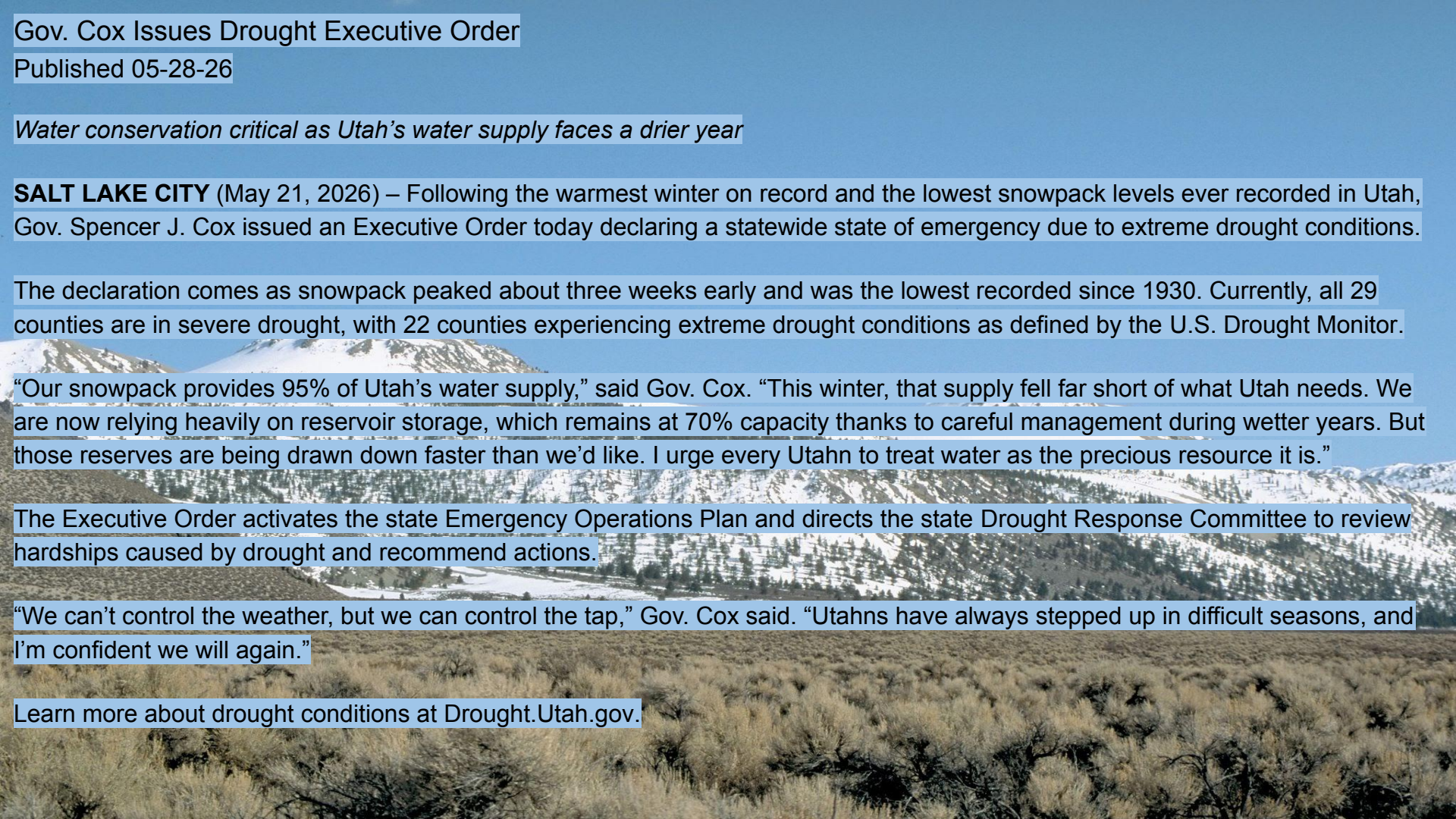




*Utah State Capitol - Shelby Cooley*

# Gov. Cox Issues Drought Executive Order





# Gov. Cox Issues Drought Executive Order

Published 05-28-26

*Water conservation critical as Utah's water supply faces a drier year*

**SALT LAKE CITY** (May 21, 2026) – Following the warmest winter on record and the lowest snowpack levels ever recorded in Utah, Gov. Spencer J. Cox issued an Executive Order today declaring a statewide state of emergency due to extreme drought conditions.

The declaration comes as snowpack peaked about three weeks early and was the lowest recorded since 1930. Currently, all 29 counties are in severe drought, with 22 counties experiencing extreme drought conditions as defined by the U.S. Drought Monitor.

“Our snowpack provides 95% of Utah’s water supply,” said Gov. Cox. “This winter, that supply fell far short of what Utah needs. We are now relying heavily on reservoir storage, which remains at 70% capacity thanks to careful management during wetter years. But those reserves are being drawn down faster than we’d like. I urge every Utahn to treat water as the precious resource it is.”

The Executive Order activates the state Emergency Operations Plan and directs the state Drought Response Committee to review hardships caused by drought and recommend actions.

“We can’t control the weather, but we can control the tap,” Gov. Cox said. “Utahns have always stepped up in difficult seasons, and I’m confident we will again.”

Learn more about drought conditions at [Drought.Utah.gov](https://Drought.Utah.gov).

Water is one of our most  
valuable shared resources—  
and every drop counts.



**FIX LEAKS**



**WATER WISELY**

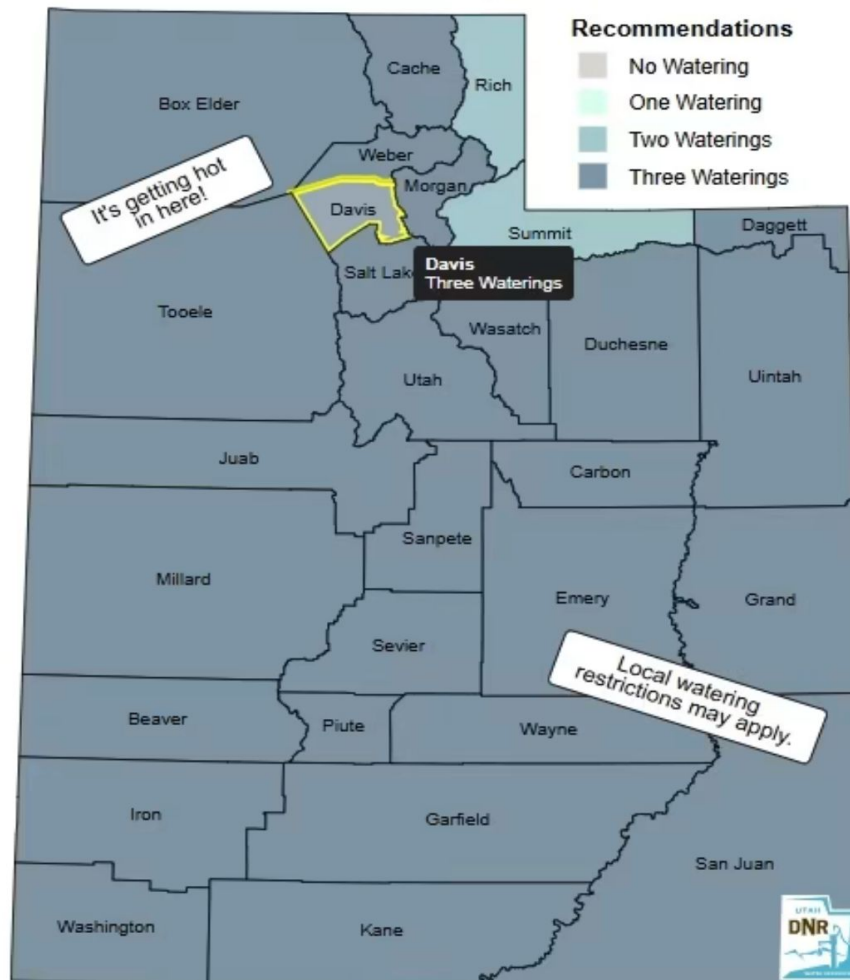


**LIMIT RUNOFF**



## Lawn Watering Guide

June 12 - 18, 2026





# Community Outreach

- Monthly newsletter tips
- Facebook post's
- Handouts & public interaction





Minimizing public works water usage!

| Priority Levels                                 |                                                                                     | Phase 1 - Advisory<br>(Normal Operations)                                                                            | Phase II - Moderate Shortage<br>(Minor reductions; no consecutive irrigation days)                                                                                                                                                               | Phase III - Moderate to Severe<br>(Mandatory watering schedules limited to 2-3 days/week)                                                                                                                                                                                                                           | Phase IV - Severe Shortage<br>(Emergency Conservation<br>Irrigation limited to critical assets only)                                                        |
|-------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tier 1 - Highest Priority</b>                | This includes trees and high value landscaped areas (civic spaces, athletic fields) | Normal operations (90-100% ET), system audits, adjust irrigation seasonally, continue landscape conversion to xeric. | Transition some staff to hand irrigating trees (deep root).<br><b>Reduce athletic fields to 70-90% ET.</b> Discuss programming impacts to turf and consider reducing programming.<br>Reduce decorative water use.<br>Reduce splash pad water use | Reduce watering to 2-3 x per week. Transition additional staff to hand irrigating trees and continue to deep root water. Athletic fields reduced to 50-60% ET (focus irrigation on high-use fields only). Limit programmed use of athletic fields. Eliminate decorative water use. Eliminate outdoor splash pad use | Irrigation limited to critical assets only (trees and select athletic fields). Entire zones shut off systemwide. Daily executive-level monitoring/reporting |
| <b>Tier 2 - Functional Turf (Community Use)</b> | High use park turf grass (event and gathering spaces)                               | Normal operations (80-100% ET), system audits, adjust irrigation seasonally, continue landscape conversion to xeric. | Reduce to 70-80% ET. <b>Expect summer dormancy (brown spots are okay)</b>                                                                                                                                                                        | Shut-down irrigation in low-priority zones.                                                                                                                                                                                                                                                                         | Allowed to go dormant                                                                                                                                       |
| <b>Tier 3 - Non-essential Turf</b>              | Low-use and passive turf grass                                                      | Normal operations (80-100% ET), system audits, adjust irrigation seasonally, continue landscape conversion to xeric. | <b>Reduce to 50-60% ET.</b> Expect many areas of summer dormancy.                                                                                                                                                                                | Minimal watering or complete shut-down                                                                                                                                                                                                                                                                              | No irrigation - allowed to go dormant                                                                                                                       |
| <b>Tier 4 - Lowest Priority</b>                 | Park strips, natural and undeveloped open spaces                                    | Normal operations (80-100% ET), system audits, adjust irrigation seasonally, continue landscape conversion to xeric. | <b>Aggressively reduce irrigation to 20-30% ET.</b> Perform fire hazard mitigation if necessary                                                                                                                                                  | Complete shutdown and fire hazard mitigation                                                                                                                                                                                                                                                                        | Complete shutdown and fire hazard mitigation                                                                                                                |

Table Description: This table shows four escalating drought response phases for irrigation management, progressing from normal operations to emergency conservation. Phases move left to right from Phase I Advisory (normal operations), to Phase II Moderate Shortage (minor reductions), to Phase III Moderate to Severe Shortage (watering limited to two to three days per week), and Phase IV Severe Shortage (irrigation limited to critical assets only). Colors shift from green to red to indicate increasing severity.



Tier 1 Highest Priority

- 1200 w Trees 1200 west 2400 south
- Elkhorn Park
- 2600/1200 Roundabout (Trees)
- High School Bridge (Trees)
- Anhder Park
- Heritage Park
- City Hall
- Clear Creek Park (West half)
- Maple View 2600 s 1200 w (Trees)
- Maple View 2800 s 1200 w (Trees)
- Meadow Creek (Trees)
- Median #3 1595 w 3200 s
- Median #4 421 w 3200 s
- Median #5 3250 s 600 w
- Mt. Vista SW Pond 600 w 3600 s (Trees)
- Nibley Farms North Park strip
- Nibley farms South Park Strip
- Nibley Gardens Retention 2900 s 1200 w (Trees)
- 3200/1200 Roundabout (Trees)
- Nibley Farms Basin (Trees)

Tier 2 Functional Turf (Community use)

- Mt. Vista 450 w 3600 s
- Nelson Well 3703 s 250 w
- Shadowbrook Park
- Clear Creek (East Half)

Tier 3 non-essential turf

- PW Office
- Disc Golf east
- 2600/1200 Roundabout (Turf)
- High School Bridge (Turf)
- Green waste (Trees)
- Maple View 1100 w 2720 s Turf
- Maple View 2600 s 1200 w (Turf)
- Maple View 2800 s 1200 w (Turf)
- Meadow Creek (Turf)
- Meadow view north
- Meadow view south
- Mt. Vista SW Pond 600 w 3600 s (Turf)
- Nibley Gardens Retention 2900 s 1200 w (Turf)
- Highway 165 #1 2785 s main
- Highway 165 #2 3155 s main
- Highway 165 #3 3373 s main
- Foxborough south
- Zollinger Acre west
- Zollinger Acre north
- 3200/1200 Roundabout (Turf)
- Shadowbrook Pond 2730 s 993 w

Tier 4 Lowest Priority

- Foxborough north (3200 s 1645 w)
- Cottages (HOA controlled)
- Firefly
- Maple View Open Space
- Shadowbrook Park Strip 2720 s 800
- Nibley Farms Basin
- Green waste (west half/ Nibley Farms well site)
- Disc Golf west half/ Spring Creek Crossing
- Ashbury East
- Ashbury West

# Parks Department prioritizing Smart Controller Technology

- Adjusts real time watering & site conditions
  - Rainfall
  - Forecast
  - Temperature
  - Soil Type
  - Slope
  - Plant Needs
  - Root Depth
  - ET



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# NIBLEY CITY PARKS & OPEN SPACE WATER SHORTAGE IRRIGATION RESPONSE PLAN

## Purpose & Summary

This plan is designed to provide guidance for maintaining critical landscape assets, protecting long-term landscape infrastructure (especially trees and athletic fields), and aligning Parks irrigation practices with the City's phased water shortage response plans.

This plan mirrors the City's Phase I – IV drought framework and applies it operationally to parks, park strips, and other open spaces.

The key principle that guides this plan is to preserve what cannot be quickly replaced (trees), sustain what serves the community (fields and event space), and sacrifice what can recover (turf & natural open spaces).

This plan is divided into the following sections:

- Systemwide Irrigation Priorities (this section identifies the irrigation priorities throughout the City's parks and open space system)
- Irrigation Strategy by Water Shortage Phase (this section defines the approach to irrigation practices, applied restrictions, and key actions according to priorities for each phase of water shortage)
- Secondary Water Considerations (details considerations for secondary water shortage)
- Operational Tools & Best Practices (identifies tools and best practices to be considered during water shortages)
- Communication Plan (details what to be communicated and to whom)
- Triggers for Escalation (outlines how triggers for each phase are determined)

## System-wide Irrigation Priorities (Applies to all phases)

### Tier 1 – Highest Priority (Preservation Assets)

- Trees (~1200 trees city wide)
- Newly planted trees (first 1-5 years)
- High-value landscaped areas (civic spaces, athletic fields)

Goal: Prevent permanent loss

Method: Deep, infrequent watering

#### Tier 2 – Functional Turf (Community Use)

- High-use park turf (event spaces, gathering areas)

Goal: Maintain safe gathering surfaces

Method: Reduce frequency, maintain root depth

#### Tier 3 – Non-Essential Turf

- Low-use park turf and open space grass
- Passive turf areas

Goal: Survival only (not aesthetics)

Method: Minimal irrigation to prevent total loss

#### Tier 4 – Lowest Priority

- Park strips
- Natural landscaped areas
- Undeveloped open space

Goal: Water conservation (accept summer dormancy)

Method: Aggressive water reductions early

### Irrigation Strategy by Water Shortage Phase

#### Phase 1 – Advisory

(Normal operations with conservation emphasis)

##### Operations

- Normal operations
- Audit irrigation systems (efficiency, leaks, coverage)
- Adjust controllers seasonally (no overwatering)
- Begin public-facing drought messaging in parks where appropriate

##### Irrigation Approach

- Trees: Water normally, as deep as possible

- Athletic Fields: 80% - 100% ET replacement (the irrigation practice of replenishing water lost from soil evaporation and plant transpiration to maintain optimal soil moisture and crop health)

- Non-essential turf: 80% - 100% ET Replacement

#### Key Actions

- Increase central control usage
- Convert landscape to xeric and drip conversion where feasible
- Track water use by park/zone

#### Phase II – Moderate Shortage

(Minor reductions; no consecutive watering)

##### Operations

- Eliminate consecutive-day irrigation cycles where they exist.
- Implement systemwide watering schedules rest days
- Increase monitoring of dry spots and system failures

##### Irrigation Approach

- Trees: Focus on deep watering, transition to water by hand and water bladders (no reduction)
- Athletic fields: Reduce to ~ 70% - 80% ET
- Non-essential Turf: Reduce to ~ 50% - 60% ET (brown spots are okay)
- Tier 4: Aggressively reduce irrigation and perform fire hazard mitigation where necessary

##### Restrictions Applied to Parks

- No irrigation between 8 AM and 8 PM
- Reduce spray irrigation runtime
- Shut-off irrigation during/after rain events, duration of shut-off determined by each storm severity and location
- Reduce decorative water use (fountains, manmade streams and ponds)

- Recommend reducing outdoor splash pad and water toy usage

#### Key Actions

- Identify “sacrifice zones” (low-priority turf)
- Discuss reducing athletic field usage to maintain turf health
- Increase communication with recreation/sports users
- Shift some staff to hand-watering trees if needed
- Begin drying down park strips

#### Phase III – Moderate to Severe

(Mandatory reductions; strict scheduling)

##### Operations

- Mandatory watering schedules (2-3 days/week equivalent)
- Shut-down irrigation in low-priority zones
- Daily monitoring of system performance

##### Irrigation Approach

- Trees: continue to focus on deep watering, water by hand and water bladders (critical asset protection)
- Athletic fields: Reduce to ~50% - 60% ET, focus on high-use fields only.

##### Limit programmed use

- Non-essential turf: Minimal watering or complete shut-down

##### Restrictions Applied

- No hard surface washing
- Eliminate decorative water use (fountains, manmade streams and ponds)
- Recommend eliminating outdoor splash pads and water toy usage
- Limit irrigation to assigned days and windows

#### Key Actions

- Convert athletic fields to “survival mode” between events

- Drastically reduce or eliminate programmed sports on athletic fields
- Aggressively reduce irrigation run times
- Shift additional staff to hand-watering trees

#### Phase IV – Severe Shortage

(Emergency conservation; survival only)

##### Operations

- Irrigation limited to critical assets only
- Entire zones shut off systemwide
- Daily executive-level monitoring/reporting

##### Irrigation Approach

- Trees: Top priority, deep watering by hand
- Sports Fields: Maintain only select priority fields (game-ready only); others go dormant
- Non-Essential Turf: No irrigation (allowed to go dormant)

##### Restrictions Applied

- 1-2 watering days/week, only where allowed
- No refilling decorative water features (fountains, manmade streams and ponds)
- Eliminate all non-essential irrigation

##### Key Actions

- Establish “critical athletic field list” (limited playable inventory)
- Deploy emergency watering methods (water tucks, water trailers, more hand watering practices)
- Accept turf loss in low-priority areas

##### Secondary Water Considerations

- Monitor Pump Systems supply closely during phases II - IV
- Expect faster escalation to severe restrictions

- Prioritize trees and athletic fields only in severe phases
- Prepare for complete shutdown scenarios if canal delivery stops

## Operational Tools & Best Practices

### System Management

- Central irrigation control system
- Flow sensors & leak detection
- Zone-by-zone runtime reduction
- Cycle/soak runtimes

### Field Practices

- Water between 8 PM – 8 AM
- Cycle/soak method to prevent runoff
- Raise mowing heights (reduces stress and encourages deeper roots)
- Aerate to improve water penetration

### Communication Plan (critical for success)

#### Internal

- Weekly drought status updates to PW Leaders & City Admin
- Field staff briefings determined by phase (weekly during phases II – IV)
- Clear priority maps (priority tiers 1-4 zones)

#### Public

- Park signage: “Drought Mode Irrigation” language
- Messaging explaining “Brown grass ≠ dead grass and trees are the priority
- Coordinate messaging with other City-wide drought phase announcements

### Triggers for Escalation (Operational Alignment)

Use the same triggers defined in the Nibley City Water Shortage Management Plan that is part of the greater 20? Water Conservation Plan Update to escalate response.

- Reservoir/storage levels below normal
- Nibley City Water Department curtailment directives
- Supply dropping to
  - ~95% → Phase II
  - ~90% → Phase III
  - ~70% → Phase IV





## Agenda Item #17

|                             |                                              |
|-----------------------------|----------------------------------------------|
| <b>Description</b>          | <b>Workshop:</b> State of Utah Water Use fee |
| <b>Presenter</b>            | Justin Maughan, Nibley City Manager          |
| <b>Staff Recommendation</b> |                                              |
| <b>Reviewed By</b>          | Justin Maughn, City Manager                  |

### Background:

The State of Utah is imposing a fee on all public water systems. The funds raised are meant to provide revenue for the Utah Division of Drinking Water to operate the existing regulatory programs meant to secure clean safe drinking water for all of Utah. The Division has proposed that the fee start to be collected in July 2027. The fee will be \$0.0165 per 1k gallons of usage as reported to the State on our annual water use report. An estimated fee for 2026 would have been about \$9,000 for Nibley City. More information can be found at:

<https://deq.utah.gov/ddw/new-fees-water-systems>

Staff would like to discuss the fee with the Council and receive direction on whether to pass this cost along to Citizens, or just absorb it the recent fee adjustments that were made. As a reminder, the last fee increase was passed in Resolution 25-11 and the following rates were set for the indicated years to come:

| Meter Size | 2025     | 2026     | 2027     | 2028     | 2029     | 2030     |
|------------|----------|----------|----------|----------|----------|----------|
| 1 inch     | \$17.50  | \$18.50  | \$19.50  | \$20.50  | \$21.50  | \$22.50  |
| 2 inch     | \$40.00  | \$41.00  | \$42.00  | \$43.00  | \$44.00  | \$45.00  |
| 3 inch     | \$70.00  | \$71.00  | \$72.00  | \$73.00  | \$74.00  | \$75.00  |
| 4 inch     | \$95.00  | \$96.00  | \$97.00  | \$98.00  | \$99.00  | \$100.00 |
| 5 inch     | \$100.00 | \$101.00 | \$102.00 | \$103.00 | \$104.00 | \$105.00 |
| 6 inch     | \$110.00 | \$111.00 | \$112.00 | \$113.00 | \$114.00 | \$115.00 |

### Rates per 1,000 gallons are:

|                  |                       |
|------------------|-----------------------|
| 0-5,000          | Included in base rate |
| 5,000-40,000     | \$1.15                |
| 40,000-65,000    | \$1.25                |
| 65,000 - 100,000 | \$1.35                |
| 100,000+         | \$1.60                |

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State of Utah

SPENCER J. COX  
*Governor*

DEIDRE HENDERSON  
*Lieutenant Governor*

## Department of Environmental Quality

Tim Davis  
*Commissioner*

DIVISION OF DRINKING WATER  
Nathan Lunstad, Ph.D., P.E.  
*Director*

June 9, 2026

Dear Water System,

The Division of Drinking Water has prepared a for your system. This calculation is now available for review at the link below. We are committed to supporting water systems by providing this advance notice so systems can review the information and prepare for the upcoming fee cycle.

### **Important: This Is Not a Bill**

This notice is provided for **planning and budgeting purposes only**.  
**No payment is due at this time.**

### How Your Fee Was Calculated

We calculated your system fee by applying the \$35 fee rate for the first 10 million gallons and then \$0.0165 **per each additional 1,000 gallons**. The 2025 water use data reported to the Division of Water Rights shows the total gallons for each water system. If your water system did not report water use data to the Division of Water Rights, we assume your system used less than 10 million gallons per year and the flat rate fee is applied. The fee rate may have been lowered if your water systems filled out our Incentivization Survey.

### Fee Collection Process and Timeline

This annual fee will be rolled out using a staggered billing schedule to ensure efficient processing. We will categorize water systems into flat rate (cycle 1) and non-flat rate (cycle 2) billing cycles.

We will issue invoices at the start of each designated cycle, and your system will have 90 days to submit their payment. We will not collect any fees prior to July 1, 2027.

Notification and billing methods depend on your system's fee structure:

- **Flat-Rate Systems (Cycle 1):** You will not receive an invoice. We will send an email reminder to the water system administrative contact with instructions on how to self-pay the flat fee (\$25 or \$35).
- **Non-Flat Rate Systems (by consumption) (Cycle 2):** We will send a formal invoice detailing your specific fee calculated from your consumption data.

For ease of access, the QR code is provided to access this data at (include address here):

### System Fee Calculations



Sincerely,

A handwritten signature in blue ink that reads "Nathan Lunstad". The signature is fluid and cursive.

Nathan Lunstad, Ph.D., P.E.  
Director, Division of Drinking Water