



NIBLEY CITY COUNCIL AGENDA
THURSDAY, AUGUST 6, 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. Public comment should be submitted to cherylb@nibleycity.gov by 6:30 PM. Public comments with names and addresses will be read into the public record.

1. Opening Ceremonies (Councilmember Mansell)
2. Call to Order and Roll Call (Chair)
3. Approval of the July 16, 2026, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning and Zoning Commission Report
6. Staff Reports (don't forget attorney update)
7. **Discussion:** Judge Hulbert
8. **Discussion:** FY 26/27 Budget Amendments - Development Code, Code Enforcement and Software
9. **Discussion and Consideration:** Resolution 26-10—Agreement with the Cache County Sheriff's Office for Code Enforcement (First Reading)
10. **Discussion and Consideration:** Annexation Agreement with K Holdings LLC, Setting Forth Terms and Conditions for the Nielson-Ropelato Annexation
11. **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 (Second Reading)
12. **Public Hearing:** Ordinance 26-10—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements
13. **Discussion and Consideration:** Ordinance 26-10—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements (Second Reading)
14. **Discussion and Consideration:** Ordinance 26-11—Development Agreement for the 4150 Hollow Road Subdivision, a 2-Lot Standard Subdivision, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code 21.12.050(D) Curb, Gutter and Sidewalks (First Reading)
15. **Discussion and Consideration:** Ordinance 26-09—Amending 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements and Conversion of Existing Accessory Buildings (Second Reading)

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

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

16. **Discussion and Consideration:** Resolution 26-09—Amending the Consolidated Fee Schedule; Including Waste Management, Accessory Dwelling Units, and State Water Rates, and County Fire Inspections (First Reading)
17. **Discussion and Consideration:** Resolution 26-15—Authorizing Reallocations in the Fiscal year 2025-26 Budget (First Reading)

18. Council Reports

Adjourn

Nibley City's next scheduled City Council meeting will be on Thursday, August 27, 2026, at 6:30 PM MT.



**Nibley City Council
Agenda Report for
August 6, 2026**

Agenda Item #7

Description	Discussion: Judge Hulbert
Presenter	Justin Maughan, City Manager
Staff Recommendation	
Reviewed By	Larry Jacobsen, Mayor Justin Maughan, Nibley City Manager

Background:

Judge Hulbert is the Judge at the Hyrum City Justice Court. He has requested to attend a City Council meeting to meet the Council and introduce himself.

This Page Intentionally Left Blank

Agenda Item #8

Description	Discussion: FY 26/27 Budget Amendments - Development Code, Code Enforcement and Software
Presenter	Justin Maughan, City Manager
Staff Recommendation	
Reviewed By	Justin Maughan, Nibley City Manager Amy Johnson, City Treasurer Cheryl Bodily, City Recorder

Background:

Discussion has taken place in past meetings regarding a project that was removed from the Budget which was to hire a consultant to help rewrite and consolidate Nibley code pertaining to development of private property. At the time, the project was largely predicated on receiving a grant from the State to help fund the project. Late in the budgeting process last year staff learned that the grant was not secured. Discussions then took place at Council, and it was decided to try again for the grant next year and not proceed with the project. Then at the end of the budgeting process, it was detailed that there was a substantial more revenue received than expected, and less expenses that were necessary, so there was money left over in the General Fund to move into Capital Projects fund. This discussion item is to decide whether to reopen the budget and include the project or stick with the idea of securing a grant before proceeding with the project.

Also of note, staff have been dealing with current software vendors altering their software, forcing changes in daily operations. Specifically, the Caselle software that is used among many other things as the financial backbone is making changes. The change that is causing the biggest problem is that Caselle is forcing clients to use their own in-house payment processing software. This would require every utility account holder in Nibley to change how they are making online payments, and the credit card processing costs that Nibley absorbs would also increase. Since this would be a major inconvenience for residents, and that staff has difficulties with other aspects of the software, staff have looked into other options. In all cases, the costs are expected to go up. Staff would like to discuss with the Council what options have been investigated and make a plan to move forward. Likely, this will require a budget amendment.

Pending the outcome of the next agenda item, an additional budget item to discuss is to move the budgeted money for Code Enforcement to cover the expense of contracting with the Cache County Sheriff's Office for that service.

This Page Intentionally Left Blank

Agenda Item #9

Description	Discussion and Consideration: Resolution 26-10—Approval of a Code Enforcement Contract (First Reading)
Presenter	Justin Maughan, City Manager
Staff Recommendation	Approval of Resolution 25-10—Approval of a Code Enforcement Contract
Reviewed By	Larry Jacobsen, Mayor Justin Maughan, Nibley City Manager

Background:

Staff has been discussing with the Council and the Cache County Sheriffs for a few months the possibility of contracting with the Sheriff's office to provide Code Enforcement in Nibley City. The Sheriff has proposed the presented contract. The cost to cover the contract is less than the salary and department expenses that were previously budgeted.

The contract will cover the cost for the Sheriff to hire a full time, benefited employee. The employee will provide code enforcement for Hyrum, Wellsville, unincorporated Cache County, and Nibley. The employee will be similar to an Animal Control employee that the Sheriff currently employs.

This Page Intentionally Left Blank

RESOLUTION 26-10

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

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

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

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____, 2026.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

This Page Intentionally Left Blank

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
Nibley CITY
FOR
ORDINANCE ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, 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 "County", and Nibley City, a municipal corporation of the State of Utah, hereinafter referred to as "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 Ordinance Enforcement within its boundaries by the County of Cache 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 hereinabove set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to enforce City ordinances within the corporate limits of the 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 with 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 its performance, the types of employees 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 all Ordinance Enforcement services as follows:
 - A. Enforcement of City Ordinances as deemed necessary by the City's Mayor or the Mayor's Designated Representative.
 - B. Patrol assigned areas, respond to calls for service, and issue citations for violations of City ordinances or laws.
 - C. It is agreed that the cost per hour for Ordinance 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 Exhibit A attached.
 - D. It is agreed that the equipment furnished by the City is and shall remain the property of the City. If said property is a vehicle, it shall be maintained, fueled, and insured by the County during the period of this Agreement.
5. For the purpose of performing the services provided herein, the County shall furnish all necessary labor, administration, equipment, uniforms, insignia, and other equipment necessary and incident to fulfill ordinance enforcement.
6. It is agreed that in all instances where special supplies, stationery, 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 employee, including Sheriff's deputies, 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 any other County employee performing under this

Agreement shall not be deemed to be City officers or employees and the County shall be completely and exclusively responsible for them as provided in paragraphs 8 through 11.

- B. All Sheriff's Office staff 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 Office 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, defend, 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 workers' compensation claim to 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 until June 30, 2027, at which point the contract may run for successive one-year periods contingent upon City Council approval. With the consent of the Nibley City Council, this Agreement may be renewed for successive one-year periods. The Sheriff shall be the administrator of this Agreement.

In the event the City desires to renew this Agreement for any succeeding one year period, the it shall, not later than the May 1st preceding the upcoming expiration date of this

Agreement, notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify the City of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provisions of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 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 each year, 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 Treasurer, 179 North Main Street, Suite 201, Logan, Utah 84321, on or before December 31, 2026. If such payment is not remitted to the County Treasurer'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.
14. Pursuant to Utah Code Ann. §11-13-202.5, the parties certify that each party has submitted this Agreement to the attorney authorized to represent that respective party for review as to proper form and compliance with applicable law.

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

Clerk

CITY OF Nibley

Approved as to form and as
Compatible with State law:

Legal Counsel

Mayor

City Recorder

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, 2027. The

cost to furnish a full-time ordinance enforcement officer to Nibley City is listed below.

The employee's hourly rate of pay is \$27.29, for an average of 15 hours worked each week.

CONTRACT YEAR	CATEGORY	COST PER HOUR	HOURLY	AMOUNT
2026-2027	CONTRACT	\$27.29	780	\$21,286

This Page Intentionally Left Blank

Agenda Item #10

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

Additional Background Since 7-16-26:

Kartchner has signed an agreement. There are a few notary issues that will need to be clarified and redone.

Additional Background Since 6-25-26:

As of the time of this writing, the applicant has indicated that they agree to the existing draft agreement with the City Attorney's edits incorporated.

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.

This Page Intentionally Left Blank

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 shall be annexed into the R-2A zone, and that Parcel No. 030-49-0013 shall be annexed into the R-M 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 Parcels 03-017-0006, 03-049-0016, 03-049-0001, 03-049-0009, 03-049-0003 and/or 03-049-0017 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. Annexing Developers acknowledge that as of the Effective Date of this Agreement, they have no pending claims, disputes, or causes of action against the City relating to the Subject Property or any prior land use application(s), and release any such claim(s) that may have arisen prior to the Effective Date, except for the City's obligations expressly set forth in this Agreement. Moreover, this Agreement shall in no way be construed as a limitation or waiver to the Utah Governmental Immunity Act. Costs. The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

For Nibley City:

By: _____

Mayor

Date: _____

Attested by:

City Recorder

For KH Holdings LLC:

By: _____

Name: _____

Date: _____

Title: _____

STATE OF UTAH)

: ss

County of _____)

On the ____ day of _____, 20____, personally appeared before me, _____, the _____ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

STATE OF UTAH)

: ss

County of _____)

On the ____ day of _____, 20____, personally appeared before me, _____, the _____ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

ANNEXATION AGREEMENT AND WAIVER OF CLAIMS

THIS ANNEXATION AGREEMENT AND WAIVER OF CLAIMS (this “Agreement”) is made and entered into this 29 day of July, 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 shall be annexed into the R-2A zone, and that Parcel No. 030-49-0013 shall be annexed into the R-M 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 Parcels 03-017-0006, 03-049-0016, 03-049-0001, 03-049-0009, 03-049-0003 and/or 03-049-0017 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. Annexing Developers acknowledge that as of the Effective Date of this Agreement, they have no pending claims, disputes, or causes of action against the City relating to the Subject Property or any prior land use application(s), and release any such claim(s) that may have arisen prior to the Effective Date, except for the City's obligations expressly set forth in this Agreement. Moreover, this Agreement shall in no way be construed as a limitation or waiver to the Utah Governmental Immunity Act. Costs. The Parties shall each bear their own costs, expert fees, attorneys' fees and other fees incurred in connection with this Agreement.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

For Nibley City:

By: _____

Mayor

Date: _____

Attested by: _____

City Recorder

For K Holdings LLC:

By: _____

Name: James Anderson

Date: 7/29/2026

Title: Manager

STATE OF UTAH)

: ss

County of CACHE)

On the 29 day of JULY, 2026, personally appeared before me, _____, the _____ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

NOTARY PUBLIC - STATE OF UTAH
COMMISSION EXP. 11/12/30



TONYA COOK BROWN
Notary Public, State of Utah
Commission #746934
My Commission Expires
01/12/2030

STATE OF UTAH)

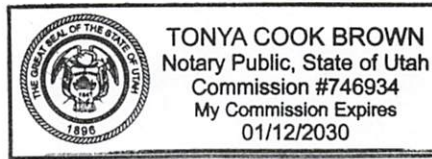
$$: SS$$

County of Orange)

On the 29 day of July, 2026, personally appeared before me, _____, the _____ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

NOTARY PUBLIC
NOTARY PUBLIC - STATE OF UTAH
COMMISSION EXP. 1/12/30



This Page Intentionally Left Blank

Agenda Item #11

Description	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 (Second Reading)
Presenter	Levi Roberts, City Planner
Planning Commission Recommendation	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
Staff Recommendation	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
Reviewed By	Levi Roberts, City Planner Tom Dickinson, City Engineer Mayor Larry Jacobsen Justin Maughan, City Manager Cheryl Bodily, City Recorder 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)(I). 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.

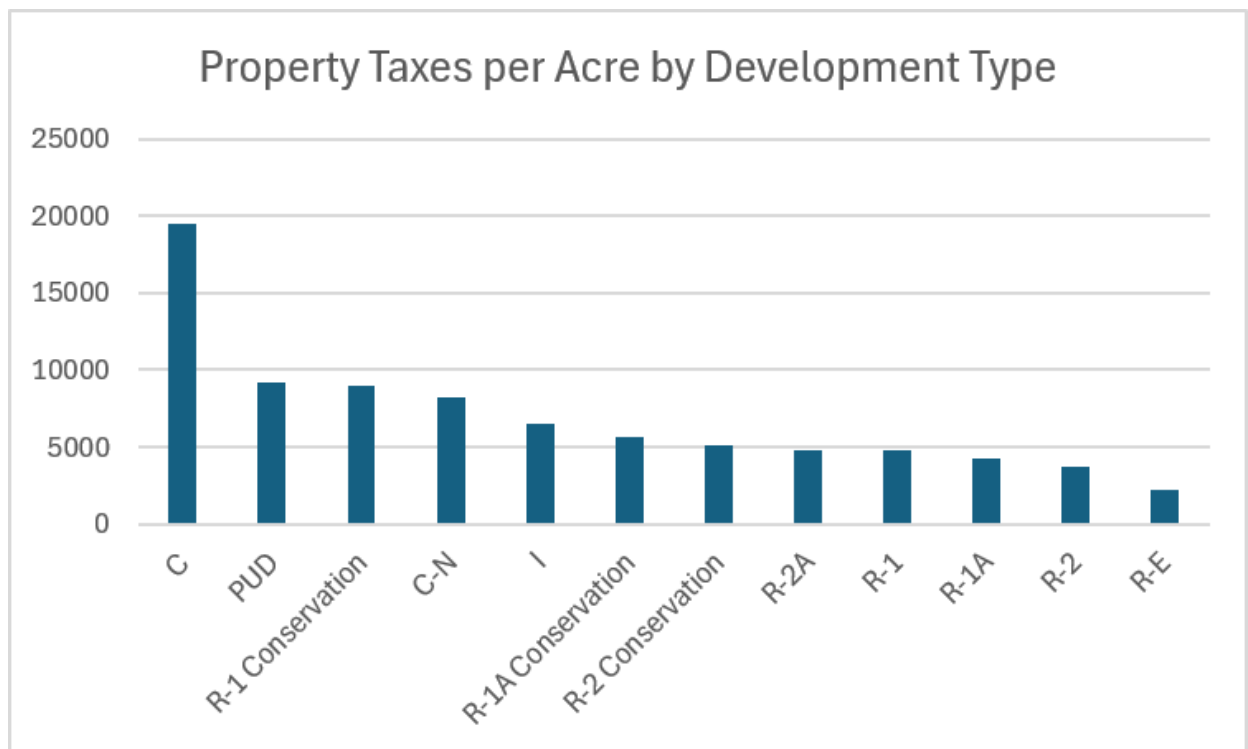
Based upon the context of the site and the guidance provided in the Future Land-Use Map and goals of the general plan, Staff has determined that this application is in support of the General Plan and recommends approval of this zoning designation.

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.

This Page Intentionally Left Blank

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

This Page Intentionally Left Blank

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.

Agenda Item #12 & #13

Description	Public Hearing: Ordinance 26-10—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements AND Discussion and Consideration: Ordinance 26-10—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements (Second Reading)
Presenter	Levi Roberts, Nibley City Planner
Staff Recommendation	Approval of Ordinance 26-10- Development Agreement and Open Space Agreement for the Dove Creek Subdivision, with the Condition noted below
Planning Commission Recommendation	Approval of Ordinance 26-10- Development Agreement and Open Space Agreement for the Dove Creek Subdivision, with the Condition noted below
Reviewed By	Justin Maughn, City Manager Larry Jacobsen, Mayor Levi Roberts, Nibley City Planner Eric Johnson, City Attorney Planning Commission

Background:

Ben Johnson has applied for Preliminary Plat for Dove Creek Subdivision. Dove Creek is a proposed 14-lot Open Space Subdivision on 6.06 acres, located near 3450 South 450 West within an R-2 zone. The Planning Commission approved the Preliminary Plat on July 9 with conditions, one of which is that the City Council must approve of this agreement. The Open Space Subdivision Code was recently updated on March 12, 2026, and the preliminary plat application was submitted prior to the amendment being discussed or considered. Therefore, this application was evaluated based upon the standards adopted at the time of application.

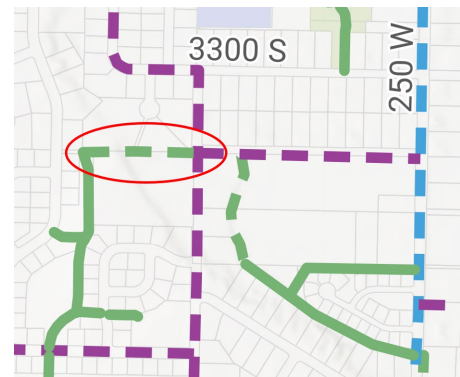
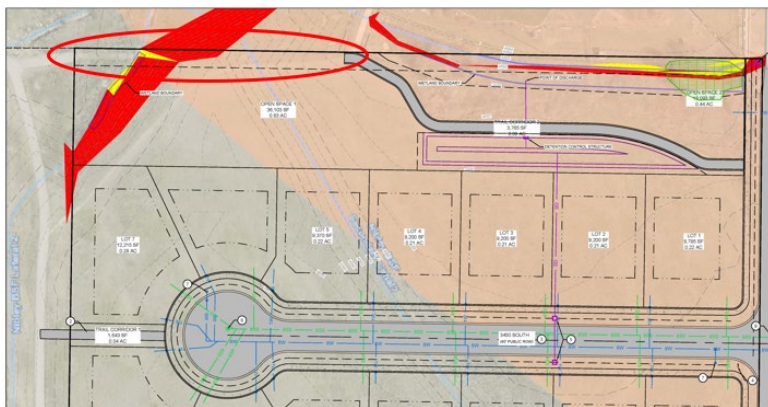
A development agreement is required for this subdivision since it is an Open Space Subdivision. Furthermore, City Council is the approval authority for the development agreement since the applicant is requesting terms outside of the requirements of City

ordinances and standards (NCC 21.06.060(B)(1)(c)). In addition to standard terms for the development, the agreement includes the following terms for consideration.

11. Developer shall build all trails according to Preliminary Plat. Notwithstanding requirements of NCC 21.12.060(F), Developer shall not be required to build master planned trail connection between west border of subdivision and existing sidewalk that connects to the Apple Creek Subdivision between Parcels 03-198-0035 and 03-198-0034.
14. Notwithstanding requirements of NCC 21.10.020(I)(1 & 3) that requires 0.5 acre parcels for open space land, Developer shall be allowed to dedicate as open space a 0.44 acre parcel as noted as Open Space 2 on the Preliminary Plat.

The development includes 6.06 acres with 4.83 acres of net developable acreage. 40% of the net developable acreage is being dedicated as open space. NCC 21.10.020(I)(1&3) requires that open space parcels are at least 0.5 acre. The proposed open space configuration includes one parcel which is 0.44 acre, largely due to the configuration of a proposed trail on the edge of the canal and tree stand. With the exception of this requirement, The Planning Commission found that the proposed open space meets the open space design standards of Nibley City Code. Staff and Planning Commission are supportive of granting the exception contained in item 14 due to the requirement through the development agreement since it is contiguous with other conservation parcels to the north in the Apple Creek Subdivision, together with the trail corridor and other open space parcel.

The applicant proposes to provide an 8' trail section on the east portion of the development between the sidewalk inlet from the Apple Creek Subdivision to 450 West. The applicant has requested an exception from the requirement to provide the remainder of the trail, citing grading issues as there is a significant drop in elevation to connect to the Mt Vista trails. Although this exception is incorporated into the draft development agreement, Staff and Planning Commission recommends that the applicant provide the complete section of trail connecting from the northeast to the northwest border of the subdivision to complete the trail connection, consistent with the adopted Active Transportation Plan (see below).



Recommended Condition

1. Remove Term 11, which allows for an exception to the requirements of NCC 21.12.060(F). Provide the complete section of trail connecting from the northeast to the northwest border of the subdivision, including additional 8' wide trail connecting Apple Tree Ft sidewalk to Mt Vista Trails and widening sidewalk to 8' along 450 W between northeast border and proposed trail inlet.

This Page Intentionally Left Blank

ORDINANCE 26-10

DEVELOPMENT AGREEMENT FOR THE DOVE CREEK SUBDIVISION, A 14-LOT OPEN SPACE SUBDIVISION, LOCATED AT APPROXIMATELY 3450 S 450 W, SETTING FORTH TERMS AND CONDITIONS FOR THE DEVELOPMENT, INCLUDING EXCEPTIONS TO NIBLEY CITY CODE FOR OPEN SPACE PARCEL SIZE AND TRAIL REQUIREMENTS

WHEREAS, The Dove Creek Subdivision was conditionally approved as an Open Space Subdivision on July 9, 2026 under Nibley City Code 21.10.020("Open Space Subdivision Ordinance") pursuant to the Development Agreement and other approvals issued by Nibley City; and

WHEREAS, The dedication of additional Open Space together with the additional housing opportunities is in support of the Nibley City General Plan and will be of beneficial use to the City and its residents.

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

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

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2026

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

This Page Intentionally Left Blank

**NIBLEY CITY
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into this ____ day of _____, 2026, between Ben Johnson, ("Developer") and NIBLEY CITY, ("City"), and

WHEREAS, Developer desires to develop certain portion on land known as Dove Creek (the "Development"), more particularly described as follows:

A portion of 7, Block 17, MILLVILLE WEST FIELD FARM SURVEY, located in the NW1/4 of Section 28, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Nibley, Utah, more particularly described as follows:

Beginning at the northeast corner of MOUNT VISTA Subdivision, Phase 1, and a point on the south line of APPLE CREEK Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Cache County Recorder, located South 2,626.34 feet and East 1,776.14 feet from the West 1/4 Corner of Section 21, T11N, R1E, S.L.B.& M. (Basis of Bearing: N0°27'11"W along the Section line between the West 1/4 Corner and the Northwest Corner of said Section 21); thence S89°06'23"E (plat: N89°05'23"W) along the south line of APPLE CREEK Subdivision, Phase 1 & Phase 2, according to the Official Plats thereof on file in the Office of the Cache County Recorder 597.48 feet to the southeast corner of said subdivision, the southwest corner of ANDERSON ESTATES PHASE 3 and the northwest corner of JOHNSON MEADOWS LANE Subdivision according to the Official Plats thereof on file in the Office of the Cache County Recorder; thence S0°37'01"W (plat: S0°50'46"W) along the west line of said JOHNSON MEADOWS LANE subdivision 441.35 feet to the southeast corner of MOUNT VISTA Subdivision, Phase 3, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N89°05'40"W along the north line of said subdivision 599.70 feet to the east line of said, MOUNT VISTA Subdivision Phase 2; thence N0°54'21"E along said east line 441.13 feet to the point of beginning.
Contains: 6.06 +/- acres

WHEREAS, plans for the Development are on file with City and are incorporated by reference herein;

WHEREAS, it is necessary for the interest of the public welfare that improvements to be made be constructed in accordance with the specifications set forth in said plans and as provided by Nibley City Ordinances and Design Standards; and

WHEREAS, Developer desires to record a final plat of the Development in order to obtain building permits and construct structures after the necessary infrastructure is installed, approved and accepted; and

WHEREAS, in accordance with said Nibley City ordinances, including Chapter 21.14 of the Nibley City Code, the Developer is required to furnish security for the completion of all improvements.

NOW THEREFORE, to induce City to approve said plans and allow use of city-owned utilities and access and/or other improvements, Developer does hereby unconditionally promise and agree with City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance. Developer hereby acknowledges that Developer has read the Subdivision Ordinance (or that an agent of Developer has), and that Developer understands the provisions of the Subdivision Ordinance and that Developer will fully and completely comply with the provisions and requirements therein contained.
2. In accordance with Nibley City Code 21.14, Developer shall tender to City Improvement Completion Assurance in the amount of \$_____, which is the original bond amount of \$_____ less the amount of work already completed of \$_____. Subject to Section 17 below, in the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, City may foreclose on the Improvement Completion Assurance and construct or cause to be constructed said streets and other improvements as shown on said plans as required by City ordinances and Design Standards. Upon completion of said improvements Developer shall be liable to pay to, and indemnify City for, the final total cost actually incurred by City in foreclosing on the Improvement Completion Assurance and completing all required improvements, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement, which said sums are secured by the Improvement Completion Assurance.
3. Notwithstanding the foregoing, prior to Developer's obligation to pay City for the foregoing costs, if necessary, City shall provide Developer with actual invoices, bills of sale, receipts, or other reasonably acceptable documentation, as determined by Developer in its reasonable discretion, evidencing such actual costs incurred by City. Developer's liability shall in no way be limited to the amount of the Improvement Completion Assurance. At the discretion of Developer and per the Nibley City Financial Assurance

Code and Process, this Improvement Completion Assurance may be included as a provision or part of the Surety Bond specified below.

4. Developer hereby acknowledges that the execution of this Agreement, on its own. Does not constitute final plat approval nor permission to begin development, and that any such approvals granted by the City may be granted only upon Developer's compliance with the terms of Nibley City Ordinances, Design Standards, and this Agreement.
5. Developer shall complete all improvements in substantial accordance with the approved construction drawings, landscape plan, final plat, applicable City codes, statutes, and ordinances, and to the fullest extent permitted under the laws of the City, State of Utah, and United States (collectively, the "Vested Rights").
6. Developer shall construct each sewer manhole collar and each water valve collar in appropriate locations according to the approved construction drawings. Developer must either pay the City a "street tree fee" for the purchasing and installing of trees within the Development or purchase and install the street trees as improvements to the Development. The number of trees total [] and the type of tree is referenced in the Landscape plan approved by Nibley City Administrative Land Use Authority. The City fee for all ____ trees is \$_____ or \$_____ per tree as calculated in the Street Tree Cost letter. If the Developer elects to purchase and plant the street trees, Developer will have up to 2 years after the completion of the Development to install street trees adjacent to constructed homes. At the end of the 2-year period, the Developer may choose to pay the per tree cost to the City for any unplanted trees after which the City will assume the responsibility to construct the remaining trees; request to extend tree planting for another 2 years; or install the remaining trees after providing reasonable means for watering and maintenance. While the street trees remain an obligation of the Developer, a proportional portion of the Surety Bond will remain in place to guarantee the cost of installation. In all cases, proportional financial assurances shall be held by the Developer until improvements are completed per the prescribed improvement completion, inspection, and acceptance process and the financial assurance release process, as set forth in Nibley City Code, this Agreement, and the terms of any specific agreement, instrument, or document governing the financial assurances.
7. Developer shall complete a Storm Water Management BMP Maintenance Agreement for privately owned storm water infrastructure within the project. The Storm Water Management BMP Maintenance Agreement shall be completed and recorded on the property prior to or simultaneously with recordation of the final plat.
8. Developer shall supply the City with water rights or shares for the development. The amount of shares shall be calculated using Utah R309-510 for indoor and outdoor culinary and irrigation use and reviewed and approved by the City Engineer.

9. Developer shall be responsible for the maintenance, repair, and upkeep of all public improvements until such improvements are completed and are inspected and officially accepted by the City. The City shall not be liable for any damage or deterioration of such improvements prior to acceptance. Developer shall provide Improvement Completion Assurance or a Surety Bond in accordance with NCC 21.14 in the sum equal to ten percent (10%) of the estimated costs of all improvements, in the amount of _____, installed in the Development as estimated by the City Engineer for the period of Developer's warranty on the improvements in the Development as described in Nibley City Code 21.14.050. The Surety Bond shall meet all the criteria outlined in Nibley City Code Chapter 21.14. At the discretion of Developer and per the Nibley City Financial Assurance Code and Process, this Surety Bond may be included as a provision or part of the Improvement Completion Assurance specified in Paragraph 2 above.
 - a. Warranty. The Developer shall warrant that the improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City accepts the improvements when completed by the Developer, or on behalf of the Developer, and as requested by the Developer for conditional acceptance as provided by separate agreement or by law.
10. Open space property owner(s) shall be responsible for the upkeep and maintenance of all open space areas within the project in accordance with Nibley City Code, the Open Space Agreement between the Developer and the City, and the terms and conditions of the recorded conservation easement.
11. Developer or adjacent property owner acknowledges and agrees to maintain all trails and sidewalks through the Subdivision.
12. Developer acknowledges gates on trails are prohibited.
13. Notwithstanding requirements of NCC 21.10.020(I)(1 & 3) that requires 0.5 acre parcels for open space land, Developer shall be allowed to dedicate as open space a 0.44 acre parcel as noted as Open Space 2 on the Preliminary Plat.
14. Developer shall comply with all applicable federal, Utah State, county, and City ordinances, requirements, regulations, standards, and laws that are currently in effect or pending adoption pursuant to Utah Code Ann., including zoning except as expressly and specifically modified by this Agreement ("Applicable Law") for each aspect of this Development, including payment of fees and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such Applicable Law as now existing and as enacted and/or amended prior to construction, subject to Developer's Vested Rights as set forth in below. In the event of a conflict between this Agreement and any applicable federal, state, or county requirement, regulation, or law, the federal, state, or county requirement, regulation, or law shall prevail to the extent of such conflict.

15. Developer shall pay all development fees in accordance with City Codes and the City's Consolidated Fee Schedule prior to final approval to begin construction activity and/or recordation of final plat.
16. Developer shall not engage in any construction or disturbance of soil in the Development prior to issuance of the Notice to Proceed by the Public Works Director. The Notice to Proceed shall not be unreasonably withheld, conditioned, or delayed by the Public Works Director or the City. In the event the Public Works Director is unavailable to issue such Notice to Proceed in a timely manner then the City Engineer or City Manager shall be authorized to issue the same without the need for any additional consents or approvals.
17. Upsizing. City shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required to service the Development) unless the City agrees to compensate Developer for the pro rata cost incurred as a result of such upsizing. Compensation to Developer for any upsizing of improvements shall be agreed to by Developer and the City as part of a customary reimbursement agreement which may be entered into by such parties; provided, however, execution of such reimbursement agreement shall not be deemed as a condition precedent to Developer commencing construction and/or the City processing and issuing or approving any applications submitted by Developer.
18. Vested Rights and Reserved Legislative Powers.
 - a. Vested Rights. Developer may develop the Development in accordance with the Vested Rights. The parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The parties specifically intend that this Agreement grants to Developer "vested rights" as that term is also construed in Utah's common law and pursuant to Utah Code Ann..
 - b. Construction Improvements. Developer shall construct improvements in accordance with all City codes, ordinances, and standards ("City Requirements") adopted by the Nibley City Council at the time of vesting. City staff and Developer will work in good faith to develop construction improvement plans that meet City Requirements; however, if items on the construction plans are identified by the City or Developer to be non-compliant with City Requirements, Developer shall construct improvements according to City Requirements.
 - c. Applicable Development Regulations. Neither the City nor any department or agency of the City shall impose upon the Development (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each a "New Law") that reduces or impacts the rights provided by this Agreement or by the Vested Rights. For example, a New Law conflicts with this Agreement or the Vested Rights if it does any of the following in a way that is more restrictive than the current law, whether by targeting this Development specifically or as part of a general law:

- d. Changes the allowed uses of the Development;
 - e. Limits or controls the speed, order, or timing of the approval or construction of any part of the Development, unless allowed by this Agreement or current law; or
 - f. Applies a new rule to the Development that is not applied uniformly to similar projects or properties across the City.
 - g. Legislative Powers. The City shall process each application of the Developer consistent with the Vested Rights, provided that nothing in this Agreement shall limit the future exercise of the police power and legislative authority of the City, which power and authority is expressly reserved and retained. Notwithstanding such retained power, no New Law that conflicts with this Agreement or the Vested Rights shall apply to the Development unless the City finds and determines that the policies, facts, and circumstances satisfy the compelling, countervailing public interest exception to the vested rights doctrine, consistent with Utah Code Ann. § 10-9a-509 and *Western Land Equities v. City of Logan*, 617 P.2d 388 (Utah 1980). Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any New Law that may affect the Vested Rights, this Agreement, or the Development.
19. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.
20. Default. An “Event of Default” shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within ninety (90) days following delivery to the defaulting party of written notice of such delinquency and/or default. Notwithstanding the foregoing, if the identified default or delinquency cannot be reasonably cured with the foregoing 90-day period, the defaulting party shall not be in default so long as said defaulting party commences to cure the identified default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either party exercising any default remedies set forth herein, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.
21. Termination. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below). The term may be extended automatically for up to two (2) periods of five (5) years each if no Event of Default remains uncured, or Developer has commenced any curing activities. Upon termination or expiration of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to

each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

22. Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations, or controls; pandemics or epidemics; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period of time equal to the duration of that prevention, delay, or stoppage. In the event of such force majeure, the affected party shall notify the other party as soon as reasonably possible and shall do everything possible to resume its performance under this Agreement. If the period of non-performance exceeds ninety (90) days, the party not affected by the force majeure event may terminate this Agreement by giving thirty (30) days' notice to the affected party.
23. Notices. Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Ben Johnson.
 1648 n 1770 e
 Logan, UT 84339
 Benjohnsonproperty@gmail.com

To the City: Nibley City
 Attn:

Email:

24. Applicable Law and Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of Utah located in Cache County in any suit or proceeding arising out of or relating to this Agreement.
25. Estoppel Certificate. If no Event of Default has occurred or remains uncured in the provisions of this Agreement and upon five (5) days prior written request by Developer or a sub-developer, the City will execute an estoppel certificate to any third party certifying that Developer (or a sub-developer), as the case may be, at that time is not known by the City to be in default of the terms of this Agreement.

26. Relationship of the Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and the Developer.
27. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.
28. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
29. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.
30. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
31. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.
32. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land.
33. Attorney Fees. Both parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceeding.
34. Indemnification. Each of the parties agrees to indemnify and hold harmless the other party, including its officers, employees, and agents, for damages, claims, suits, and actions arising out of the indemnifying party's (including officers', employees', or agents') negligent or intentional errors or omissions in connection with this Agreement.
35. Insurance. Developer shall procure and maintain general liability insurance in an amount no less than one million dollars (\$1,000,000.00) per occurrence, with the City named as an additional insured, for any claims related to the project. Proof of such insurance shall be provided to the City prior to the commencement of work.

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

NIBLEY CITY _____ By: Its: City Manager	Ben Johnson _____ _____
---	--

STATE OF UTAH)

:ss

County of Cache)

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

			NOTARY PUBLIC

STATE OF UTAH)

: ss

County of Cache)

On the ____ day of _____, 20 ____, personally appeared before me, Ben Johnson, the
signer of the within instrument.

			NOTARY PUBLIC

OPEN SPACE AGREEMENT

(Dove Creek Residential Development)

THIS OPEN SPACE AGREEMENT (this "Agreement") is made and entered into as of [_____, 20] (the "Effective Date"), by and between **DOVE CREEK, LLC**, a Utah limited liability company ("Developer"), and **NIBLEY CITY**, a Utah municipal corporation (the "City"). Developer and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Developer is the owner of certain real property located in Nibley City, Cache County, Utah, more particularly described in the Dove Creek subdivision plat recorded with the Cache County Recorder as Entry No. [_____] (the "Project"), which Developer is developing as a residential development.

B. As a condition of approval of the Project, the City requires that certain portions of the Project be designated, preserved, maintained, and used as open space in accordance with Nibley City's ordinances, including the Nibley City Land Use Code (collectively, the "City Code").

C. The Project includes three (3) parcels designated as open space and identified on the recorded plat as "Open Space 1," "Open Space 2," and "Open Space 3" (each an "Open Space Parcel" and, collectively, the "Open Space").

D. Developer intends to convey each Open Space Parcel by sale to one or more private individuals or private entities (each, a "Purchaser"), and such conveyances shall be subject to the maintenance and use obligations set forth in this Agreement.

E. The Parties desire to enter into this Agreement to ensure that the Open Space is preserved, maintained, and used in accordance with the City Code following conveyance to a Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The above Recitals are true and correct and are hereby incorporated into this Agreement by reference.

2. IDENTIFICATION OF OPEN SPACE

The Open Space subject to this Agreement consists of the following three (3) parcels, as depicted and described on the recorded subdivision plat for the Project:

2.1 "Open Space 1" — Parcel No. [____], containing approximately [] acres, more or less.

2.2 "Open Space 2" — Parcel No. [____], containing approximately [] acres, more or less.

2.3 "Open Space 3" — Parcel No. [____], containing approximately [] acres, more or less.

Each Open Space Parcel shall remain designated as open space and shall be subject to the terms of this Agreement and the City Code, regardless of ownership.

3. CONVEYANCE OF OPEN SPACE TO PRIVATE PARTIES

The Parties acknowledge and agree that all of the Open Space Parcels will be sold and conveyed by Developer to one or more private individuals or private entities. The Open Space will not be dedicated to, or owned by, the City.

3.1 Permitted Purchasers. Developer may sell each Open Space Parcel to any private individual or private entity, including, without limitation, an adjoining property owner, a homeowners' association, a trust, or other private entity. The City shall have no obligation to accept ownership of any Open Space Parcel.

3.2 Required Disclosures and Covenants. Prior to the conveyance of any Open Space Parcel, Developer shall: (i) deliver a copy of this Agreement and the applicable provisions of the City Code to the prospective Purchaser; and (ii) cause the deed of conveyance, or a separate covenant recorded against the Open Space Parcel, to expressly state that the parcel is an Open Space Parcel subject to this Agreement and the City Code, that such designation runs with the land, and that the Purchaser and all successors and assigns are bound thereby.

3.3 Notice to City. Within thirty (30) days after the closing of the sale of any Open Space Parcel, Developer shall provide written notice to the City identifying the Purchaser, the Open Space Parcel conveyed, and the recording information for the deed.

4. MAINTENANCE OBLIGATIONS

Each Purchaser shall, at its sole cost and expense, maintain its Open Space Parcel in accordance with the City Code [and the approved Dove Creek Final Maintenance Plan \(Appendix A\)](#), including all applicable standards for landscaping, weed and pest control, irrigation, fencing, drainage, trails, vegetation, and other maintenance requirements set forth in the City Code [\(including but not limited to NCC 21.12.060\(f\)\)](#), as the same may be amended from time to time.

4.1 Continuing Obligation. The maintenance obligations set forth in this Section 4 are continuing obligations that run with the land and bind each Purchaser and its successors and assigns for so long as the parcel is designated as open space.

4.2 No City Maintenance. The City shall have no obligation to maintain, repair, or improve any Open Space Parcel, and the City's rights under this Agreement shall not be construed to create any such obligation.

4.3 Developer's Interim Responsibility. Until an Open Space Parcel is conveyed to a Purchaser, Developer shall be responsible for maintaining that Open Space Parcel in accordance with the City Code.

5. USE RESTRICTIONS

Each Open Space Parcel shall be used solely for purposes permitted under the City Code for designated open space. No Purchaser shall use, develop, alter, subdivide, or improve an Open Space Parcel except in accordance with the City Code, and no use shall be made of an Open Space Parcel that is inconsistent with its designation as open space.

5.1 Prohibited Activities. Without limiting the generality of the foregoing, no Purchaser shall construct any dwelling unit, commercial structure, or other improvement on an Open Space Parcel except as expressly permitted by the City Code, and no Purchaser shall conduct any activity on an Open Space Parcel that violates the City Code.

5.2 Required Approvals. Any improvement or alteration to an Open Space Parcel that requires City approval under the City Code shall not be undertaken until all required approvals have been obtained.

6. COVENANT RUNNING WITH THE LAND

The covenants, conditions, restrictions, and obligations set forth in this Agreement are intended to, and shall, constitute equitable servitudes and covenants running with the land. They shall be binding upon and inure to the benefit of Developer, the City, each Purchaser, and their respective successors, assigns, heirs, transferees, and grantees, and shall remain in full force and effect for so long as the Open Space remains designated as open space under the City Code or this Agreement.

7. ENFORCEMENT

The City shall have the right, but not the obligation, to enforce this Agreement and the City Code against Developer and each Purchaser. The City's enforcement rights include, without limitation, the rights set forth below.

7.1 Notice and Cure. Before exercising any remedy under this Section 7, the City shall provide written notice to the Developer or Purchaser, as applicable, specifying the alleged violation and providing a reasonable period to cure, which shall be not less than thirty (30) days, except in the case of an emergency or imminent threat to public health or safety.

7.2 Self-Help. If a Purchaser or Developer fails to cure a violation within the cure period, the City may, but is not required to, enter the Open Space Parcel and perform such maintenance or take such other action as is reasonably necessary to bring the parcel into compliance with the City Code, and the City's reasonable costs of doing so shall be the obligation of the responsible party. Such costs, if not paid within thirty (30) days after written demand, may be collected by the City in any lawful manner, including, without limitation, by recording a lien against the affected Open Space Parcel.

7.3 Other Remedies. The City may also pursue any other remedy available at law or in equity, including, without limitation, injunctive relief and specific performance. All remedies are cumulative and non-exclusive.

8. INDEMNIFICATION

To the fullest extent permitted by law, Developer (and, upon conveyance of an Open Space Parcel, the applicable Purchaser as to that parcel) shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) the ownership, use, or maintenance of the Open Space Parcel; or (ii) the indemnifying party's breach of this Agreement, except to the extent caused by the negligence or willful misconduct of the City.

9. INSURANCE

Each Purchaser shall, to the extent required by the City Code, maintain liability insurance covering its Open Space Parcel in the form and amounts required by the City Code or by a separate written agreement with the City.

10. NO PUBLIC DEDICATION

Nothing in this Agreement shall be construed as a dedication of any Open Space Parcel to the public or to the City. The City's rights under this Agreement are regulatory and contractual only, and the City does not, by entering into this Agreement, accept any ownership, possessory, or maintenance interest in any Open Space Parcel.

11. GENERAL PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict-of-laws principles.

11.2 Venue. Any action arising out of or relating to this Agreement shall be brought exclusively in the First Judicial District Court in and for Cache County, Utah.

11.3 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, by recognized overnight courier, or by certified mail, return receipt requested, to the addresses set forth below the signature blocks, or to such other address as a Party may designate by written notice.

11.4 Amendment. This Agreement may be amended only by a written instrument signed by the Parties (or their successors in interest with respect to the Open Space Parcels then owned by them) and recorded against the affected Open Space Parcel(s).

11.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.6 No Waiver. No delay or failure by the City in exercising any right under this Agreement shall constitute a waiver of that right.

11.7 Recording. Developer shall record this Agreement against each Open Space Parcel in the official records of the Cache County Recorder promptly after execution by the Parties, at Developer's expense.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.9 Entire Agreement. This Agreement, together with the recorded plat for the Project and the City Code, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DEVELOPER:

DOVE CREEK, LLC, a Utah limited liability company

By: _____

Name: _____

Title: _____

Address for Notices: Dove Creek, LLC [Street Address] [City, State ZIP] Attn:
[_____]

CITY:

NIBLEY CITY, a Utah municipal corporation

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Recorder

Address for Notices: Nibley City 455 W 3200 S Nibley, Utah 84321 Attn: City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH) : ss. COUNTY OF CACHE)

On this ____ day of _____, **20**, personally appeared before me
_____, who, being by me duly sworn, did say that he/she is the
_____ of **DOVE CREEK, LLC**, and that the foregoing instrument was
signed on behalf of said limited liability company, and acknowledged to me that said limited
liability company executed the same.

NOTARY PUBLIC

STATE OF UTAH) : ss. COUNTY OF CACHE)

On this ____ day of _____, **20**, personally appeared before me
_____, who, being by me duly sworn, did say that he/she is the Mayor of
NIBLEY CITY, a Utah municipal corporation, and that the foregoing instrument was signed on
behalf of said municipal corporation, and acknowledged to me that said municipal corporation
executed the same.

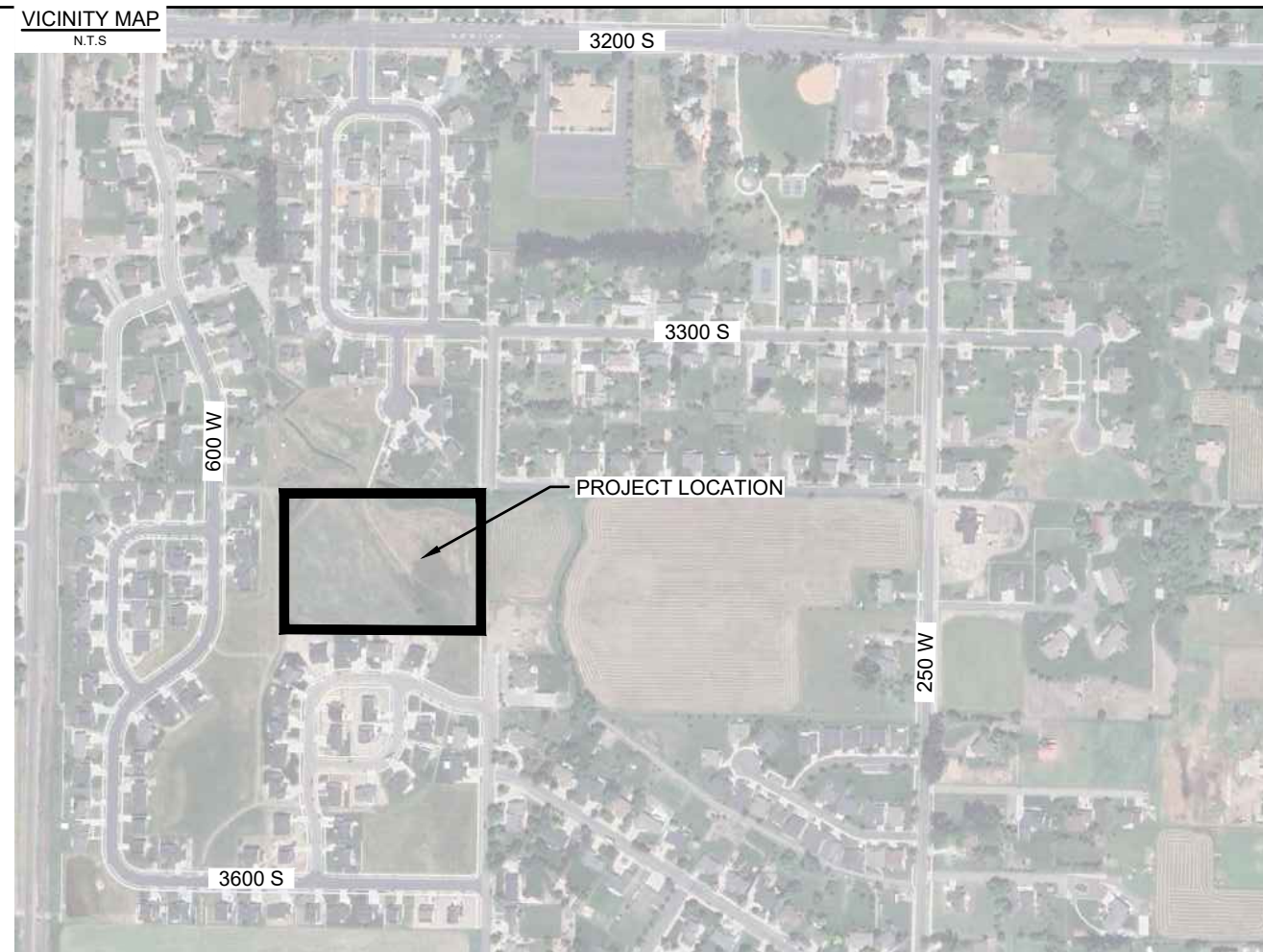
NOTARY PUBLIC

*Draft prepared for review. This document is a template and is not legal advice; have it reviewed
by qualified Utah counsel before execution.*

Appendix A: Final Maintenance Plan

Formatted: Font: 16 pt, Bold, Not Italic

NW1/4 OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN



civilsolutionsgroup inc.

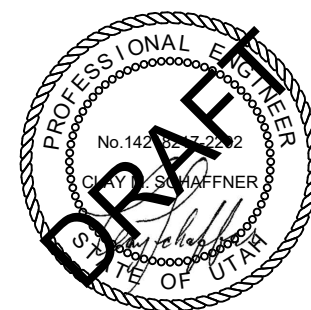


CACHE VALLEY | P: 435.213.3762
 SALT LAKE | P: 801.216.3192
 UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

DOVE CREEK SUBDIVISION
450 WEST & 3400 SOUTH
NIBLEY, UT 84321

[illegible]

PROJECT #: 24-224
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 5/5/2026



SURVEY PLAN

1 OF 4

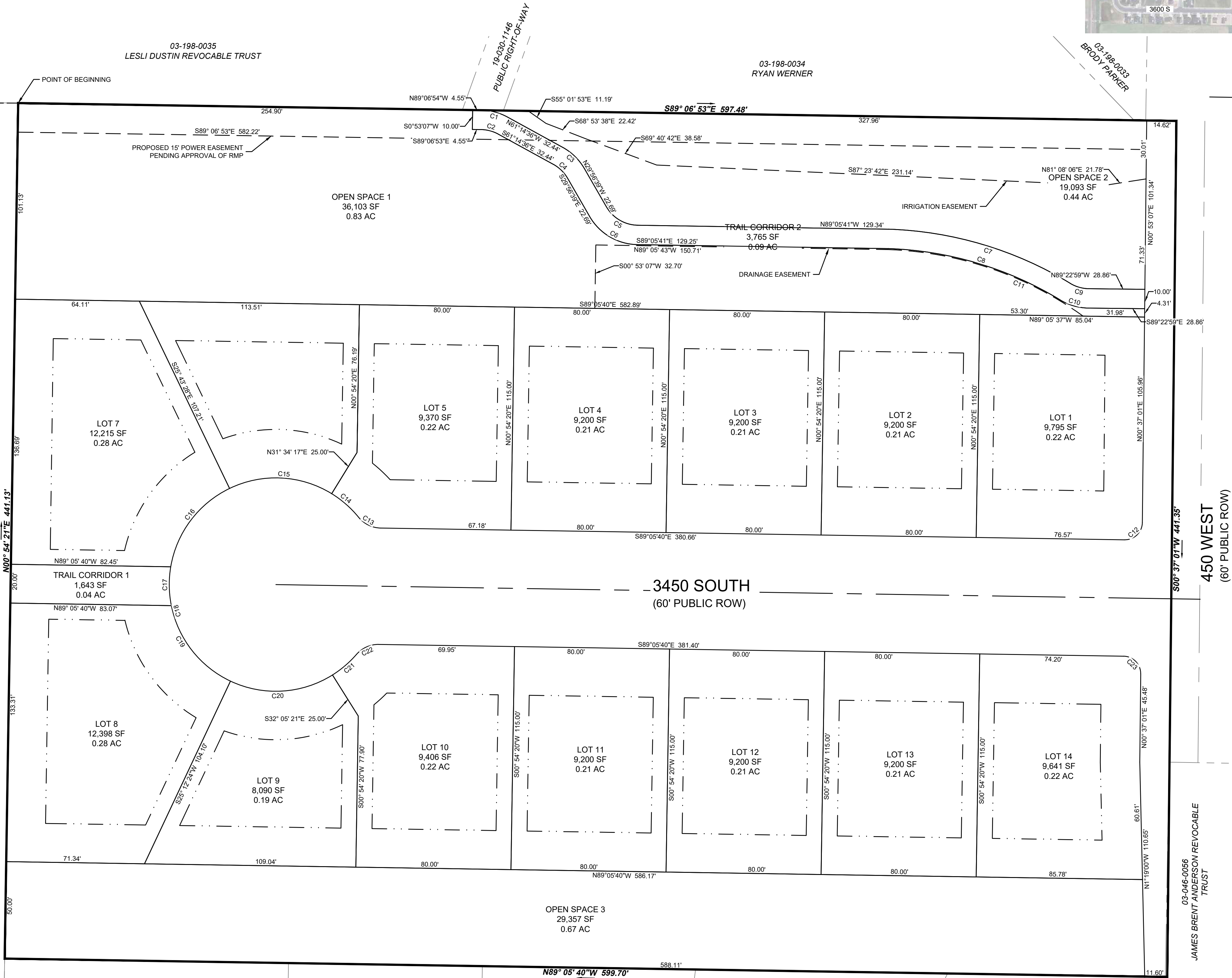
CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	29.00	27°52'17"	14.11	N75°10'05" 13.97
C2	29.00	27°52'17"	9.24	S75°10'45"E 9.19
C3	29.00	31°17'58"	16.84	N45°35'38" 15.65
C4	19.00	31°17'58"	10.38	S45°35'38" 10.25
C5	19.00	59°59'52"	19.62	N39°11'00" 18.76
C6	29.00	59°59'52"	29.84	S39°11'00" 28.85
C7	182.63	39°24'08"	98.99	N72°55'04" 97.51
C8	182.63	39°24'08"	93.67	S72°55'04" 92.16
C9	29.00	30°40'19"	15.17	N70°02'49" 15.05
C10	29.00	30°40'19"	15.52	S70°02'49" 15.34
C11	182.63	33°50'19"	107.88	N71°00'44" 106.30
C12	9.00	90°17'18"	14.76	N40°45'54" 12.16
C13	9.00	90°17'18"	14.18	N45°45'54" 12.76
C14	15.00	49°59'41"	13.09	S44°05'49" 12.68
C15	15.00	19°16'44"	8.55	S44°45'51" 12.68
C16	55.00	57°14'55"	18.00	S67°04'55"E 18.47
C17	55.00	54°40'52"	52.49	S39°56'10" 50.52
C18	55.00	11°22'02"	10.91	N6°41'00" 10.89

BOUNDARY DESCRIPTION

A PORTION OF 7, BLOCK 17, MILLVILLE WEST FIELD FARM SURVEY, LOCATED IN THE NW1/4 OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, NIBLEY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF MOUNT VISTA SUBDIVISION, PHASE 1, AND A POINT ON THE SOUTH LINE OF APPLE CREEK SUBDIVISION, PHASE 1, ACCORDING TO THE PLAT THEREON, ON FILE IN THE OFFICE OF THE CLERK OF SAID MOUNT VISTA COUNTY RECORDER, THENCE S89°06'33"E ALONG SAID LINE 111.75 FEET AND EAST 1,776.14 FEET FROM THE WEST 1/4 CORNER OF SECTION 21, T11N, R1E, S.L.B. & M. (BASIS OF BEARING: N0°27'11"W) ALONG THE SECTION LINE BETWEEN THE WEST 1/4 CORNER AND THE NORTHWEST CORNER OF SAID SECTION 21, THENCE S89°06'33"E (PLAT: N89°05'23"W) ALONG THE SOUTH LINE OF SAID SECTION 21, PLAYS THEREON ON FILE IN THE OFFICE OF THE CLERK OF SAID MOUNT VISTA COUNTY RECORDER, THENCE S89°06'33"E ALONG THE OFFICIAL PLATS THEREON ON FILE IN THE OFFICE OF THE CLERK OF SAID MOUNT VISTA COUNTY RECORDER 597.48 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION, THE SOUTHWEST CORNER OF ANDERSON ESTATES PHASE 3 AND THE NORTHWEST CORNER OF JOHNSON MEADOWS LAND SUBDIVISION ACCORDING TO THE PLATS THEREON ON FILE IN THE OFFICE OF THE CLERK OF SAID MOUNT VISTA COUNTY RECORDER, THENCE S0°37'01"W (PLAT: S0°50'46"W) ALONG THE WEST LINE OF SAID JOHNSON MEADOWS LAND SUBDIVISION 441.35 FEET TO THE SOUTHEAST CORNER OF MOUNT VISTA SUBDIVISION, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREON ON FILE IN THE OFFICE OF THE CLERK OF SAID MOUNT VISTA COUNTY RECORDER, THENCE N89°05'40"W ALONG THE NORTH LINE OF SAID SUBDIVISION 441.35 FEET TO THE SOUTHWEST CORNER OF SAID MOUNT VISTA SUBDIVISION, PHASE 3, THENCE N0°54'21"E ALONG SAID LINE 441.13 FEET TO THE POINT OF BEGINNING.

CONTAINS: 6.06 +/- ACRES



PROJECT CONTACTS

1. DEVELOPER:

BEN JOHNSON
1648 N 1770 E
LOGAN, UT 84341
BENJOHNSONPROPERTY@GMAIL.COM
P. 435.770.3914
2. CIVIL ENGINEER:

CLAY SCHAFFNER
498 WEST 100 SOUTH
PROVIDENCE, UT 84332
CSCHAFFNER@CSG.WORK
P. 307.399.6374
3. SURVEYOR:

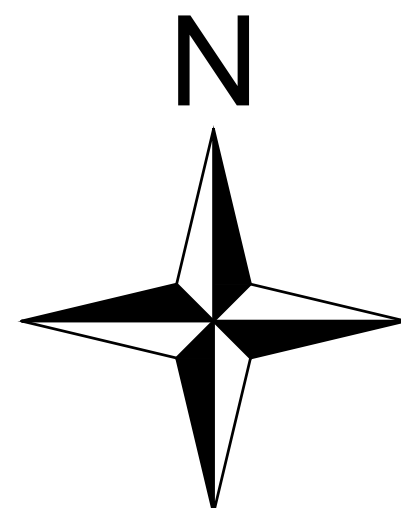
CURTIS BOWEN
498 WEST 100 SOUTH
PROVIDENCE, UT 84332
C.BOWEN@CSG.WORK
P. 325.720.3761

GENERAL NOTES

1. PROPOSED LOTS:
- 1.1. RESIDENTIAL LOTS: 14
- 1.2. OPEN SPACE LOTS: 2
2. PROJECT ZONING
- 2.1. BASE ZONE: R-2 RESIDENTIAL
3. PROJECT ACREAGE
- 3.1. TOTAL: 6.86 AC
- 3.2. ROW: 1.03 AC
- 3.3. SENSITIVE LANDS: 0.19 AC
- 3.4. NET DEVELOPABLE LAND: 4.83 AC
- 3.5. CSR CURB CUT @ 40%: 1.93 AC
- 3.6. OPEN SPACE PROVIDED: 1.94 AC
4. LOT SIZE REQUIREMENTS
- 4.1. AVERAGE LOT SIZE REQUIRED: 9200 SF
- 4.2. AVERAGE LOT SIZE PROVIDED: 9563 SF
- 4.3. MIN LOT SIZE ALLOWED: 7800 SF
- 4.4. MIN FRONTAGE ALLOWED: 80 FT
5. PROPOSED NUMBER OF PHASES
- 5.1. ALL OPEN SPACE PARCELS ARE TO BE PRIVATELY OWNED & MAINTAINED.
7. ALL PUBLIC RIGHT OF WAYS ARE TO BE DEDICATED TO NIBLEY CITY.
8. PUE:
- 8.1. FRONT: 10'
- 8.2. SIDE/REAR: 5'
9. OPEN SPACE PARCEL TO CONTAIN A BLANKET CONSERVATION EASEMENT.

LEGEND

PROPERTY BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
EXISTING PROPERTY LINE	
PROPOSED EASEMENT	
EXISTING EASEMENT	
PROPOSED BUILDING SETBACK	
SECTION CORNER	



03-046-0056
JAMES BRENT ANDERSON REVOCABLE
TRUST

03-202-0062
TREVOR D & SHANTEL GONZALEZ

03-202-0061
RYAN & BETSY STROMBERG

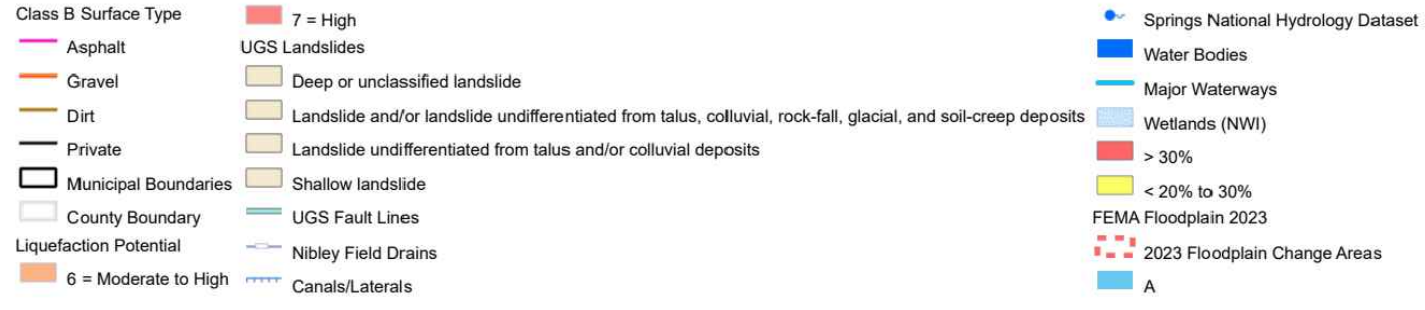
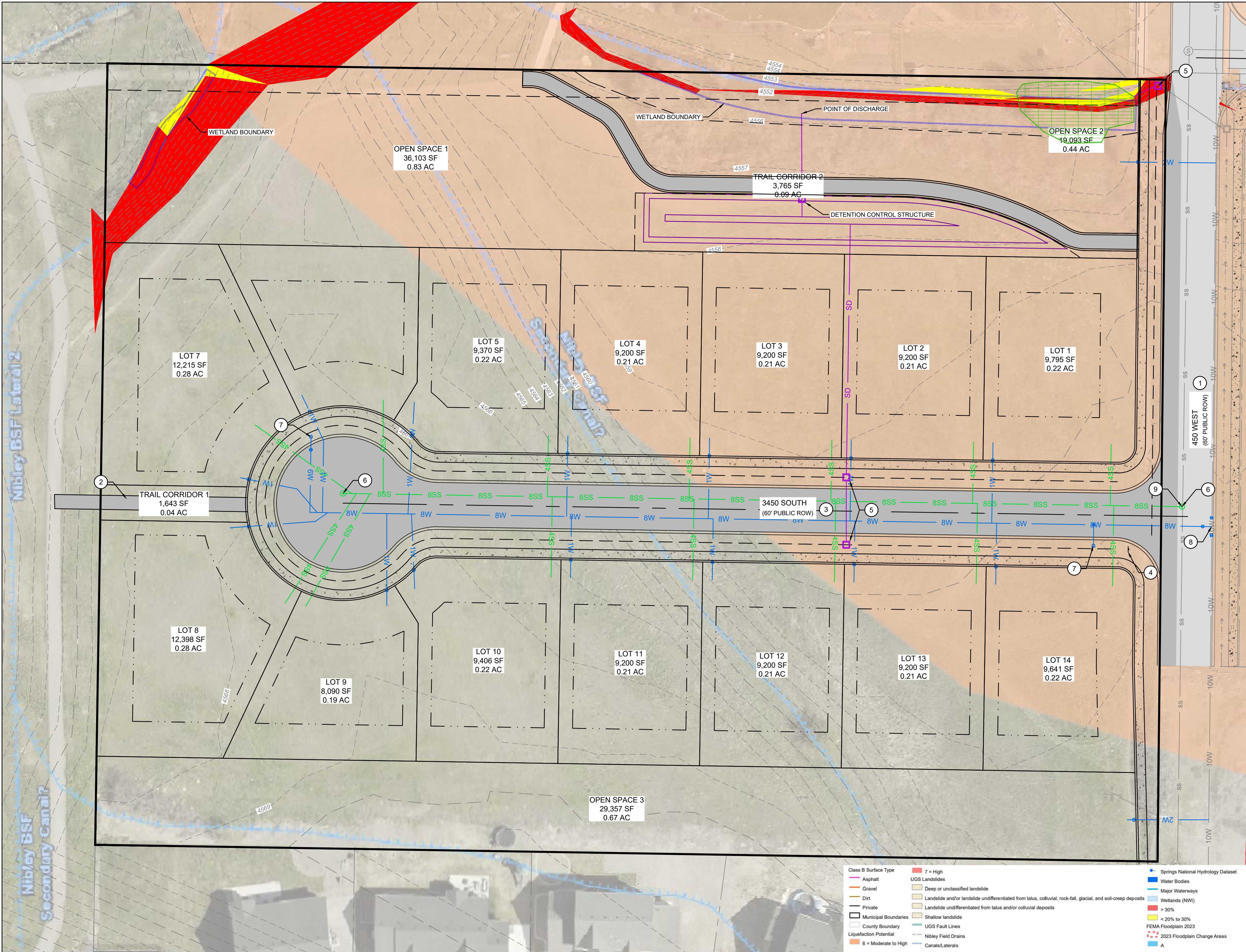
03-202-0060
PAUL M & NICHOLE M SHELTON

03-202-0059
BLAINE & MICHELLE JOHNSTON

03-202-0058
MOUNT VISTA COMMUNITY HOMEOWNERS
ASSOCIATION INC

DESIGNING OUR FUTURE

P:\2024\24-224, Johnson Nibley Property\Civil\Preliminary Plat\24-224 Preliminary Plat 2



SITE SHEET KEY NOTES:

PROVIDE, INSTALL, AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- 6" PARTIAL WIDTH ROW CROSS-SECTION (SEE SHEET 3)
- 8" ASPHALT TRAIL
- TS-14 ROW CROSS-SECTION
- STOP SIGN
- STORM DRAIN BOX
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- CONNECT TO EXISTING WATERLINE
- CONNECT TO EXISTING SEWER LINE

STORMWATER NARRATIVE:

THIS SITE HAS BEEN DESIGN IN ACCORDANCE WITH NIBLEY CITY STORMWATER STANDARDS. THIS SITE IS TO RETAIN THE 90TH PERCENTILE STORM OF 0.60 IN AND DETAIN THE CACHE VALLEY 100-YR 24-HR STORM. STORMWATER WILL BE DISCHARGED FROM THE SITE AT THE PRE-DEVELOPMENT RUNOFF RATE OF 0.77 CFS IN THE EXISTING IRRIGATION CANAL LOCATED ON THE NORTH SIDE OF THE SITE.

THE ROADSIDE SWALES WILL RETAIN THE 90TH PERCENTILE STORM. DRIVEWAYS ARE TO ACT AS CHECK DAMS. THE REMAINING DETENTION VOLUME WILL BE DETAINED IN AN ABOVE GROUND POND LOCATED IN THE NW CORNER OF THE SITE.

REQUIRED RETENTION STORAGE: 2279 CF
PROVIDED RETENTION STORAGE IN SWALES: 2292 CF

REQUIRED DETENTION STORAGE: 9115 CF
PROVIDED DETENTION STORAGE IN POND: 9130 CF

SENSITIVE LANDS GENERAL NOTES:

1. SENSITIVE LANDS:

- 1.1. NO FLOOD PLAINS LOCATED ON OR WITHIN 100' OF TRACT
- 1.2. NO FAULT LINES LOCATED ON OR WITHIN 100' OF TRACT
- 1.3. NO WELLS OR SPRINGS LOCATED ON OR WITHIN 100' OF TRACT
2. OPEN SPACE 1 TO BE VEGETATED WITH NATIVE GRASS SEED MIX
3. THE PROPOSED IMPROVEMENTS OF THIS DEVELOPMENT WILL NOT IMPACT ANY:

- 3.1. TREE STANDS
- 3.2. WETLANDS

GENERAL NOTES:

1. ALL LOTS TO BE SERVICED BY A 1" Ø CULINARY WATER SERVICE & METER AND A 4" Ø SANITARY SERVICE
2. WHERE THE ESTIMATED GROUNDWATER ELEVATION IS WITHIN 48 INCHES OF THE EXISTING GROUND SURFACE AS SHOWN IN THE CITY'S GROUNDWATER GIS LAYER, THE LOWEST CRAWL SPACE OR FINISHED FLOOR FOR ANY BUILDING OR STRUCTURE WITHIN SUCH AREA SHALL BE BUILT AT AN ELEVATION AT LEAST SIX INCHES (6") ABOVE FINISHED CURB OR CENTERLINE OF THE STREET, WHICHEVER IS HIGHER.
3. TRAIL CORRIDORS TO BE DEDICATED TO AND MAINTAINED BY THE CITY

LEGEND PROPOSED

- W WATER LINE (SIZE SHOWN ON PLAN)
- SD STORM DRAIN LINE (SIZE SHOWN ON PLAN)
- IRR IRRIGATION LINE (SIZE SHOWN ON PLAN)
- GAS LINE
- SS SANITARY SEWER LINE (SIZE SHOWN ON PLAN)
- BURIED POWER LINE
- BURIED COMMUNICATION LINE
- CONTOUR MAJOR
- CONTOUR MINOR
- ASPHALT
- CATCH CURB AND GUTTER
- SPILL CURB AND GUTTER
- CONCRETE SIDEWALK
- BUILDING SETBACK
- WATERSHED BOUNDARY
- EASEMENT
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- STORMDRAIN MANHOLE
- STORMDRAIN BOX
- STORMDRAIN CATCH BASIN
- SEWER MANHOLE
- SCO SEWER CLEANOUT

LEGEND EXISTING

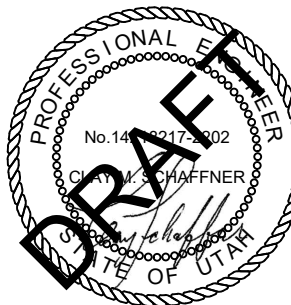
- PROPERTY BOUNDARY
- STORM DRAIN LINE
- WATER LINE
- IRRIGATION LINE
- GAS LINE
- SEWER LINE
- BURIED POWER LINE
- AERIAL POWER LINE
- COMMUNICATION LINE
- CONTOUR MAJOR
- CONTOUR MINOR
- ASPHALT
- OPEN FACE CURB AND GUTTER
- FENCE
- CONCRETE
- EXISTING TO BE REMOVED
- TREE STAND
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- CATCH BASIN (STORMDRAIN BOX)
- STORMDRAIN MANHOLE
- SEWER MANHOLE
- SCO SEWER CLEANOUT
- IRRIGATION VALVE
- POWER POLE
- ELECTRICAL BOX
- COMMUNICATIONS BOX

DOVE CREEK SUBDIVISION

450 WEST & 3400 SOUTH
NIBLEY, UT 84321

MARK: DATE: DESCRIPTION:

PROJECT #: 24-224
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 5/5/2026



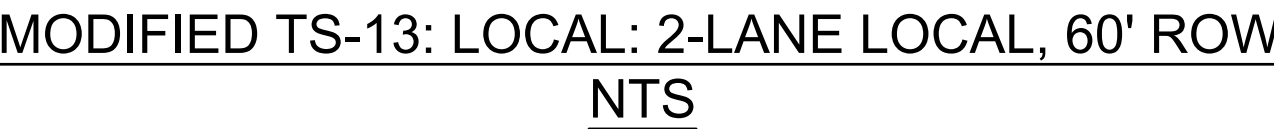
CIVIL PLAN

2 OF 4

civilsolutionsgroup inc.

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





Total Inflow Summary Table	
Time period	Element ID Post
From: 06/18/2025, 12:00:00 AM	Maximum Total Inflow (cfs) 7.07
To: 06/20/2025, 12:00:00 AM	Minimum Total Inflow (cfs) 0.00
	Event Mean Total Inflow (cfs) 0.13
Thresholds	Duration of Exceedances (hrs) N/A
Exceedance: 0	Duration of Deficits (hrs) N/A
Deficit: 0	Number of Exceedances N/A
	Number of Deficits N/A
Detention storage	Volume of Exceedance (ft³) N/A
	Volume of Deficit (ft³) N/A
Max flow: 0.77	Total Inflow Volume (ft³) 21844.68
	Detention Storage (ft³) 9114.99

DOVE CREEK SUBDIVISION
450 WEST & 3400 SOUTH
NIBLEY, UT 84321

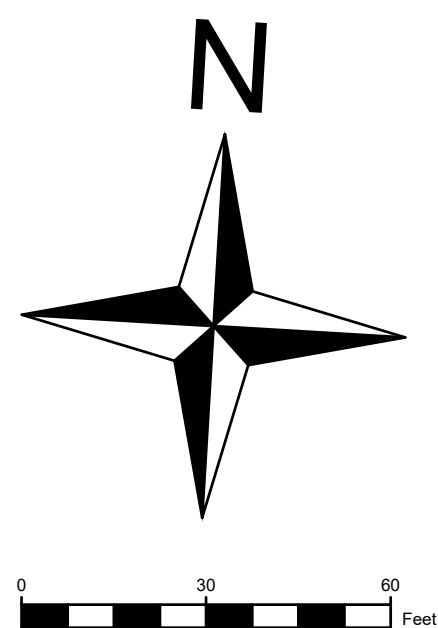
[illegible]

PROJECT #: 24-224
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 5/5/2026



ROADWAY CROSS-SECTION & SW CALCULATIONS

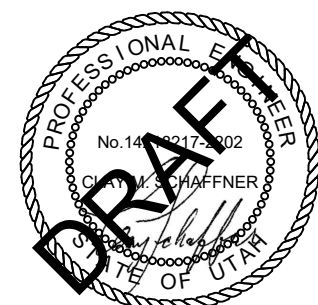
1. TREE SPACING EVERY 50'
2. APPROVED NIBLEY CITY TREE SPECIES TO BE USED



450 WEST & 3400 SOUTH
NIBLEY, UT 84321

[illegible]

PROJECT #: 24-224
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 5/5/2026



TREE PLAN

4 OF 4

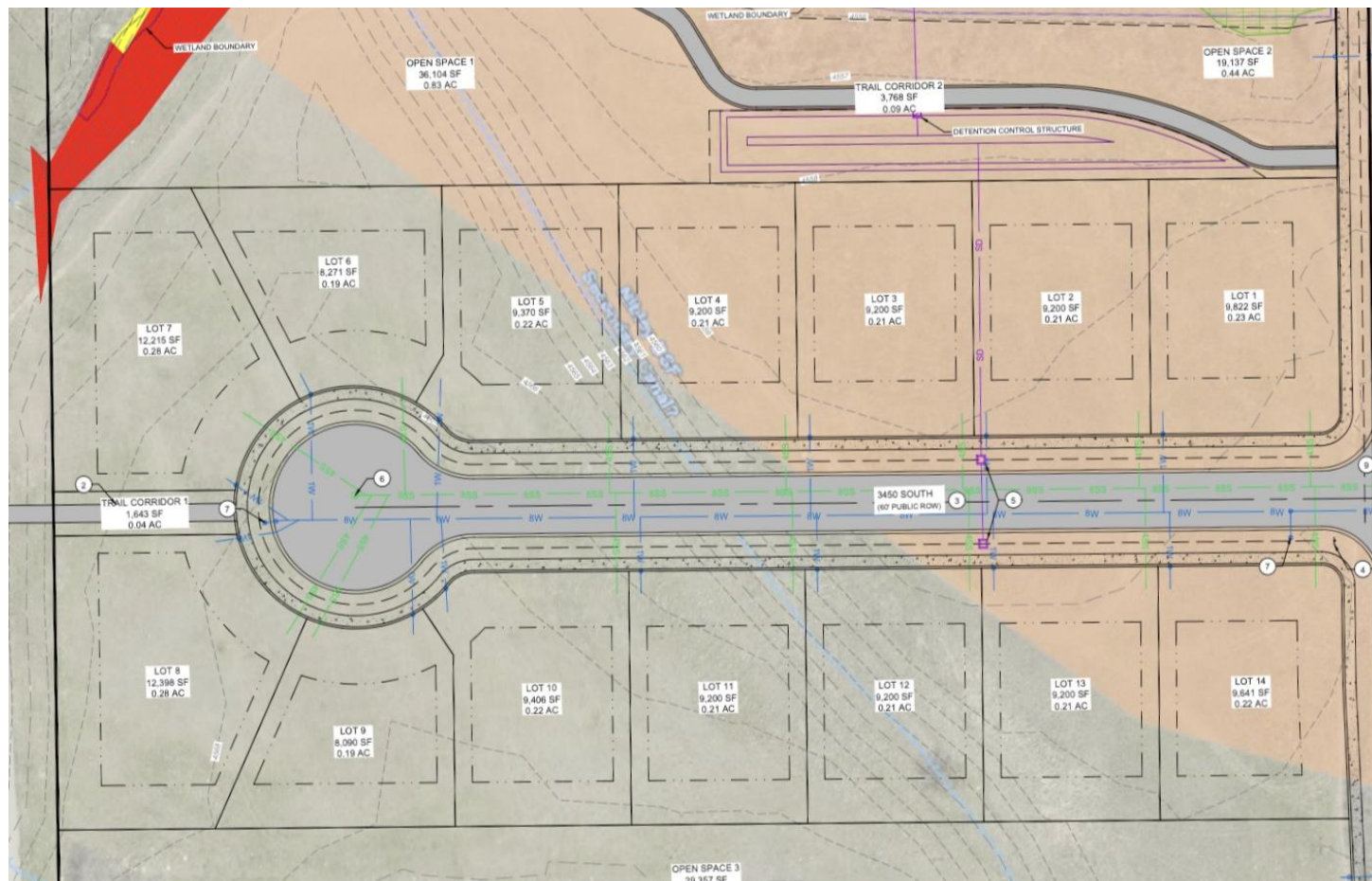


CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

**Preliminary Maintenance Plan
For the
Dove Creek Subdivision**

**LOCATED AT APPROXIMATELY 3530 SOUTH
450 W NIBLEY, UT**

March 25, 2026



Introduction

The following preliminary maintenance plan was prepared in accordance with section 21.10.020(L)(2) of the Nibley city municipal code. The intent of this document is to outline the ownership and maintenance plans for the open space that is proposed as a part of the Dove Creek Subdivision.

Proposed Ownership

The open space parcels will be privately owned by an individual or entity that purchases the parcel, they will be maintained under the specifications of the HOA yet to be formed.

Maintenance Responsibility

All maintenance will be the responsibility of the individual or entity that purchases the lot. The cost of maintaining the open space as proposed will be the aforementioned purchasing individual or entity.

Proposed Open Space Use

This majority of these parcels will be used as agricultural land, as well as containing the storm water storage area.

Open Space standards

The parcel of open space within the proposed subdivision meets the open space design standards as outlined in section 21.10.020(l) of the Nibley municipal code.

1. The open space will maintain the canal waterway, tree stand and meadows, satisfying standard 1.
2. The open space will be a contiguous piece of land, satisfying standard 2.
3. The open space will be used for agricultural purposes and be larger than .5 acres, satisfying standard 3.

Agenda Item #14

Description	Discussion and Consideration: Ordinance 26-11— Development Agreement for the 4150 Hollow Road Subdivision, a 2-Lot Standard Subdivision, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code 21.12.050(D) Curb, Gutter and Sidewalks (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approval of Ordinance 26-11: Development Agreement for the 4150 Hollow Road Subdivision, a 2-Lot Standard Subdivision, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code 21.12.050(D) Curb, Gutter and Sidewalks with the following condition: • The applicant be required to pay a fee-in-lieu of required improvements in accordance with NCC 21.12.050(D)(3)
Planning Commission Recommendation	Approval of Ordinance 26-11: Development Agreement for the 4150 Hollow Road Subdivision, a 2-Lot Standard Subdivision, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code 21.12.050(D) Curb, Gutter and Sidewalks with the following condition: • The applicant be required to pay a fee-in-lieu of required improvements in accordance with NCC 21.12.050(D)(3)
Reviewed By	Mayor Larry Jacobsen Levi Roberts, Planner Justin Maughan, City Manager Tom Dickinson, City Engineer Mohamed Abdullahi, City Attorney

Background:

The owner of parcel 03-018-0015 has received approval for Preliminary Plat for the 4150 Hollow Road Subdivision, a proposed 2-lot subdivision. The proposed Subdivision is located 4150 S Hollow Road. The property is zoned R-1A.

As part of this approval, the applicant proposed that required curb, gutter and sidewalk improvements be limited to lot 1.

NCC 21.12.050(D) provides “Curb, Gutter and Sidewalks: The subdivider shall be required to install curb and gutter on all new and existing streets within or adjoining the proposed subdivision.” Based upon this requirement, Staff provided a comment to the applicant to provide curb and sidewalks along the entire frontage of Hollow Road at the

time of concept review for this application. The applicant sought an advisory opinion from the Utah State Office of the Property Rights Ombudsman on this exaction. This advisory opinion is included in the packet and concluded:

The exaction required by Nibley City for the Rigbys to dedicate and improve the entire frontage of their two-lot subdivision constitutes an unlawful development exaction. Because the proposed subdivision creates a net impact of just one additional residential lot, the City may only impose exactions that offset the specific impacts of that single new residence.

Consistent with this opinion, Staff recommended and Planning Commission approved the required street front improvements for this development limited to the frontage of lot 1, where the new home will be located.

The applicant has since requested a consideration for a development agreement that would grant an exception to this provision of Nibley City Code and not require the sidewalks, curb and gutter, or park strip improvements along lot 1 of the subdivision.

The applicant has justified this exception as there are no sidewalk or curb improvements in the vicinity or any published plans for extending sidewalks along Hollow Road.

NCC 21.12.050(D)(3) states the following:

The requirement for curb and gutter on existing streets may be waived only if future changes to the street are anticipated that would make the installation of curb and gutter unwise. In such cases, the Planning and Zoning Commission may require that the subdivider pay to the city a sum equal to the best estimate of the cost of the improvements not installed to allow sufficient funds to later complete the improvements. Any such proceeds shall be placed in the street capital improvement fund.

Since, at present time, the sidewalk has limited utility and may be more efficiently built as part of more extensive streetscape improvements, Staff recommends requiring the fee-in-lieu of curb and sidewalk improvements, in accordance with NCC 21.12.050(D)(3) so that the City has the option of utilizing such funds to complete the improvements at a future date. When such improvements are completed, the cost of improvements would be borne by the developer, rather than the community at large.

The Nibley City Planning and Zoning Commission held a public hearing for this development agreement on July 31, 2026. The Commissioners unanimously recommended passage of the ordinance as presented and recommended by Staff.

ORDINANCE 26-11

**DEVELOPMENT AGREEMENT FOR THE 4150 HOLLOW ROAD SUBDIVISION, A 2-LOT
STANDARD SUBDIVISION, SETTING FORTH TERMS AND CONDITIONS FOR THE
DEVELOPMENT, INCLUDING EXCEPTIONS TO NIBLEY CITY CODE 21.12.050(D) CURB,
GUTTER AND SIDEWALKS**

WHEREAS, The 4150 Hollow Road Subdivision was approved as a Standard Subdivision; and

WHEREAS, The Utah State Ombudsman has opined that the exaction required by Nibley City for the Rigby's to dedicate and improve the entire frontage of their two-lot subdivision constitutes an unlawful development exaction. Because the proposed subdivision creates a net impact of just one additional residential lot, the City may only impose exactions that offset the specific impacts of that single new residence; and

WHEREAS, at present time, the required sidewalk, curb and gutter improvements have limited utility and may be more efficiently built as part of more extensive streetscape improvements.

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

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

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2026

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

This Page Intentionally Left Blank

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into this _____ day of _____, 2026, by and between the City of Nibley, Utah, a municipal corporation (the “City”), and MICHAEL & MARIE RIGBY (the “Developer”). The City and Developer are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Developer owns or otherwise has the right to develop certain property located within the City, identified as Cache County Parcel 03-043-0036, containing approximately 1.8 acres (the “Property”), and seeks to develop the same as 4150 Hollow Road Subdivision (the “Development”);

WHEREAS, the Development construction plans identify improvements required to connect to or enhance City infrastructure, including but not limited to streets, water, sewer, stormwater, and utilities (the “Improvements”);

WHEREAS, the City has reviewed the construction plans for the Development (the “Construction Plans”) and determined that the Improvements must be constructed in accordance with City standards, specifications, and applicable laws;

WHEREAS, the Developer is required to furnish financial security to guarantee the completion of the Improvements;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Incorporation Of Recitals And Exhibits.

The Recitals set forth above, and the following Exhibits are incorporated into this Agreement by reference:

- **Exhibit A:** Legal Description of the Property.

2. Compliance With Regulations And Zoning.

2.1 Unless otherwise outlined in this Agreement, the Development shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations, including the City’s zoning and land use regulations.

2.2 Modifications to zoning or development standards expressly approved in this Agreement shall control and take precedence over conflicting regulations.

- 2.2.1 Developer shall not be required to construct sidewalks, curb and gutter, or park strip as a part of the Development. Nothing herein shall be construed as a waiver of the City’s authority to install such improvements in

connection with future development, redevelopment, or roadway improvements affecting the property. However, Developer is only required to match the existing improvements along Hollow Road and will not be responsible for any future improvements.

3. Construction Of Improvements And Timing.

3.1 The Developer shall construct all Improvements in accordance with the Construction Plans and complete them no later than _____ (“Improvement Completion Date”).

3.2 Extensions of time may be granted by the City upon written request, provided the Developer furnishes updated Improvement Security and a revised completion plan.

4. Project Phasing. If applicable, the Development shall be constructed in phases as outlined in the approved phasing plan. Each phase shall include specific milestones and associated public improvements.

5. Occupancy Restrictions. No occupancy or use of any structure within the Development shall be permitted until all life safety Improvements are completed, inspected, and approved by the City.

6. Financial Security / Performance Assurance.

6.1 The Developer shall provide Improvement Security Assurance equal to the amounts and types specified in Nibley City Code (“NCC”) §21.14.060.

6.2 The Improvement Security shall have a term of at least 24 months. Alternatively, if approved by the City in writing, the Improvement Security may have a term of 12 months if it contains a one-year automatic renewal clause.

7. Security Release Procedures.

7.1 The Developer may request an early partial release pursuant to NMC §12.14.060.

7.2 Final acceptance and release of the remaining Improvement Security shall occur after the City issues a final acceptance letter.

8. Warranty Period And Warranty Assurance.

8.1 The Developer shall provide a one-year warranty for all Improvements, secured by a warranty assurance.

8.2 The Developer shall request a warranty inspection at the end of the Warranty Period.

9. Wetlands And Environmental Protections.¹

9.1 The Developer shall obtain a jurisdictional determination from the U.S. Army Corps of Engineers for any wetlands on the Property.

9.2 The Developer shall comply with all environmental protections required by federal, state, and local law.

10. Maintenance And Street Operations. The Developer shall provide street maintenance until the end of the Warranty Period. The Developer may elect to have the City assume maintenance responsibilities prior to the end of the Warranty Period provided that Developer enters into an indemnification agreement with the City.

11. Reserved Legislative Powers. The City reserves the right to amend or repeal ordinances, provided such actions do not impair the Developer's vested rights under this Agreement.

12. Recordation And Priority Of Agreement. This Agreement shall be recorded against the Property and shall take priority over all other interests.

13. Succession And Assignment. This Agreement shall run with the land and bind all successors and assigns. Assignment of this Agreement requires prior written consent from the City.

14. Default And Remedies.

14.1 The non-breaching party shall provide 30 days' written notice of any default.

14.2 The City may exercise all remedies available at law or equity, including drawing on the Improvement Security and completing the Improvements.

15. Term And Termination.

15.1 This Agreement shall terminate if the Developer fails to commence construction within 12 months or complete the Development within 24 months of the Effective Date.

16. Force Majeure. Delays caused by events beyond the Developer's control, such as natural disasters, shall not constitute a breach of this Agreement.

17. Periodic Review. The City may conduct periodic reviews to ensure compliance with this Agreement.

18. Third Parties. This Agreement is for the sole benefit of the Parties and their successors. No third party shall have any rights under this Agreement.

¹ This section only applies if there are wetlands present on the Development.

19. Representations And Authority. The Parties represent that they have the authority to execute this Agreement.

20. Severability. If any provision of this Agreement is found invalid, the remaining provisions shall remain in effect.

21. No Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision.

22. Amendments. This Agreement may only be amended in writing, signed by both Parties.

25. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

26. Governing Law and Venue. This Agreement shall be governed by Utah law. Disputes shall be resolved in the First Judicial District Court, Cache County, Utah.

27. Representations. The persons signing this Agreement on behalf of the parties represent and warrant that they have the authority and authorization to execute this Agreement on behalf of the respective party such that the party will be bound by all rights, and processes necessary for a party to approve and execute the Agreement have each been completed.

For Nibley City:

By: _____

Mayor

Date: _____

Attested by:

City Recorder

For Developer:

By: _____

Date: _____

Name: _____

Title: _____

County of _____)

On the ____ day of _____, 20____, personally appeared before me, _____, the _____ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

County of _____)

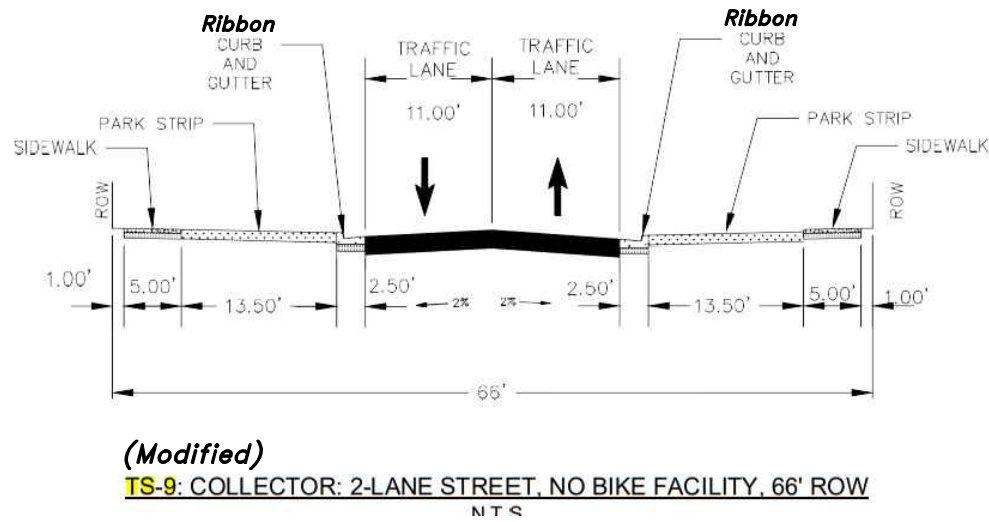
On the ____ day of _____, 20____, personally appeared before me, _____, the _____ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

This Page Intentionally Left Blank

Preliminary Plat for
4150 Hollow Road Subdivision

A Part of the Southwest Quarter of Section 27,
Township 11 North, Range 1 East of the Salt Lake Base and Meridian



ENBRIDGE ENERGY NOTE:

Questar Gas Company, DBA Enbridge Energy Utah, hereby approves this plat solely for the purpose of confirming that the plat contains public utility easements. Enbridge Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the owner's dedication or in the notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Enbridge Energy Utah's right-of-way department at 800-366-8532

Approved by Enbridge Energy, this _____ day
of _____ A.D., 20__.

By: _____ Title: _____

POWER NOTE:

- Pursuant to Utah Code Ann. 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann. 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the P.U.E. as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky mountain power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
 - a recorded easement or right-of-way;
 - the law applicable to prescriptive rights;
 - title 54, chapter 8a, damage to underground utility facilities or
 - any other provision of law.

Approved by the Rocky Mountain Power, this _____ day
of _____ A.D., 20__.

By: _____ Title: _____

GENERAL NOTES:

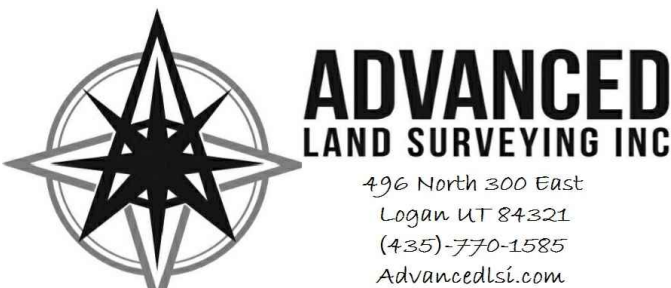
- Areas in Nibley have groundwater problems due to the varying depth of a water table. The City's approval of a final plat, building permit or construction plans does not constitute a representation by the City that building at any specified elevation or location would solve subsurface or groundwater problems. In addition, concerns for building elevation and/or grading and drainage are unique to each building site, remain solely with the building permit application, property owner and/or contractor. Nibley City is not responsible for any subsurface or groundwater problems which may occur, nor for such concerns including, but not limited to, building location and/or elevation, site grading and drainage.
- No structures may be built within any public utility easement, except as approved by the city engineer and affected public utility providers.
- All expenses involving the necessary improvements or extensions for sanitary sewer systems, gas service, electrical service, grading and landscaping, storm drain systems, curbs and gutters, fire hydrants, pavement, sidewalks, street lighting and signing, and other improvements shall be financed by the subdivider.
- This property is located in the vicinity of property that is used for agricultural purposes. It may be anticipated that such agricultural uses and activities, by or may not in the future be conducted in this area and that such uses are previously existing uses. Agricultural uses and situations must be sound agricultural practices and not bear a direct threat to the public health and safety.
- Trees every 50' are required along the street frontage as well as landscaping the park strip.
- All excavation and improvements, including ribbon curb, park strip, and sidewalk, are provisional and contingent upon the final opinion of the State Ombudsman and/or a formal agreement with the City

LEGEND

Subdivision Boundary	Section Corner
Lot Line	Found Survey Point
Adjoining property Line	Set 5/8" by 24" Rebar
Existing Water	With Cap
Existing Fence Line	Public Utility Easement
Existing Concrete Edge	* 10' on Front
Existing Storm Sewer	* 5' on Side
Existing Sewer	* 10' on Rear
Existing Flow Line	Setback Line
1' Contour Minor	* 30' from Street
5' Contour Major	* 10' Side
Existing Power Pole	* 25' Rear
Existing Fire Hydrant	Proposed Sewer
Existing Sewer Manhole	Proposed Water
	Proposed Concrete

NARRATIVE

The purpose of this survey was to divide the parcel as shown and described hereon. The survey was ordered by Michael Rigby. The control used to establish the property corners was the existing Cache County Survey monumentation located in the Southwest Quarter of Section 27, Township 11 North, Range 1 East, Salt Lake Base & Meridian. The basis of bearing is the South line of said Southwest Quarter, which bears North 89°37'36" East, "Utah Coordinate System 1983 North Zone".



ATTORNEY APPROVAL
Approved as to form this _____ day of _____
20__.

City Attorney _____ Date _____

ENGINEER'S APPROVAL

I certify that I have examined this plat and find it to be correct and in accordance with the information in this office and the city ordinance

City Engineer _____ Date _____

PLANNING COMMISSION APPROVAL

This plat recommended for approval by the Nibley City Planning Commission this _____ day of _____ A.D., 20__.

Chairman _____ Date _____

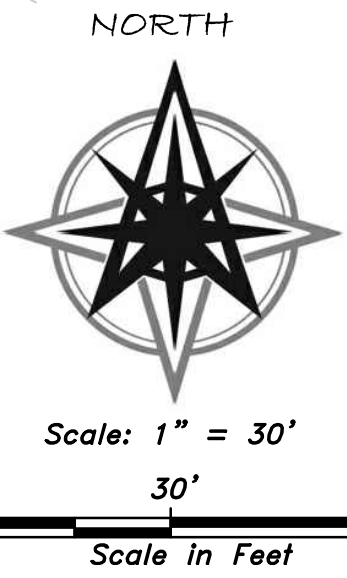
COUNCIL APPROVAL

Approved & Accepted by the Nibley City Council, this _____ day of _____ A.D., 20__.

Chairman _____
Attest: _____ City Clerk

RECORD OWNERS & DEVELOPER

Michael & Marie Rigby
4150 S Hollow Road
Nibley UT

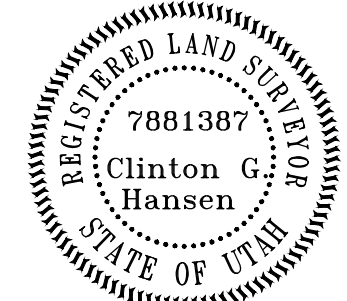


SURVEYOR'S CERTIFICATE

I, Clinton G. Hansen, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No. 7881387, as prescribed under the laws of the State of Utah, I further certify that by authority of the owners I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land hereafter to be known as 4150 Hollow Road Subdivision and the same had been correctly surveyed and all streets are the dimensions shown.

Clinton G. Hansen
P.L.S. No. 7881387

Date _____



SUBDIVISION BOUNDARY

A Part of the Southwest Quarter of Section 27, Township 11 North, Range 1 East of the Salt Lake Base and Meridian

Beginning at the Southwest Corner of Hollow Road Subdivision, Entry Number 940897, at a Point Located 1310.48 Feet North 89°37'36" East Along the South Line of said Southwest Quarter and 297.86 Feet North 00°22'24" West from the Southwest Corner of said Southwest Quarter and RUNNING THENCE North 40°49'48" West 425.70 Feet (North 39°46'30" West 446.60 Feet by Record) Along the Northeastly Right-of-Way Line of Hollow Road; Thence North 66°46'23" East 363.43 Feet (North 67°49'42" East 367.68 Feet by Record) to the West Line of said Hollow Road Subdivision; Thence Along said West Subdivision Line the Following Three (3) Courses: (1) South 05°11'47" West 369.39 Feet; (2) South 07°32'07" West 88.94 Feet; (3) South 48°15'52" West 14.11 Feet to the Point of Beginning. Containing 1.758 Acres.

OWNER'S DEDICATION

Know all men by these present that we, the undersigned owners of the tract of land (Parcel 03-043-0036) depicted and described hereon, having caused the same to be subdivided into lots, parcels, and streets (as pertains), together with easements as set forth to be hereafter known as the 4150 Hollow Road Subdivision, as depicted hereon and we hereby dedicate for the perpetual use of the public all streets and other areas shown on this plat as intended for public use. The undersigned owner's also convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat. The same to be used for installation, maintenance, and operation of public utility service lines and facilities. The undersigned owner's also hereby convey any other easements as shown on this plat to the parties indicated and for the purpose shown hereon.

Michael Rigby

Date _____

Marie Rigby

Date _____

ACKNOWLEDGMENT

State of _____
County of _____

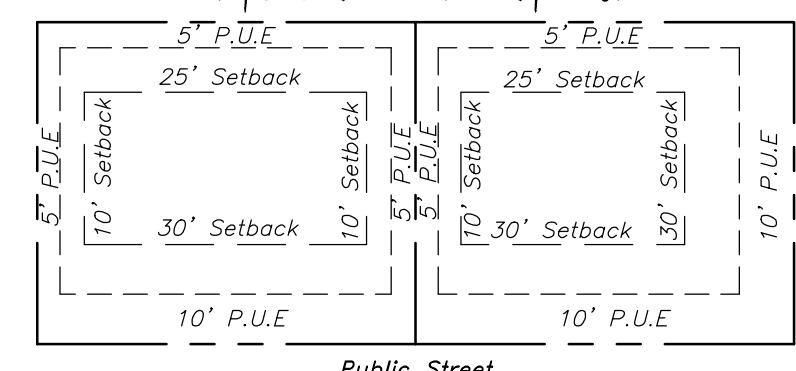
On this _____ day of _____, 20__, Michael Rigby and Marie Rigby, husband and wife, personally appeared before me, the undersigned Notary Public in and for said State and County, the signers of the attached Owners Dedication, whom duly acknowledged to me they signed it freely and voluntarily and for the purpose therein mentioned.

Notary Public Signature _____

Notary Public Commissioned in Utah
(Print Name)

Commission Number - Expires _____

TYPICAL LOT LAYOUT



COUNTY RECORDER

State of Utah
County of Cache

This plat has been duly acknowledged, certified, and approved and may lawfully be recorded in Cache County, Utah.

Filed and Recorded:
Filing No.: _____
Date: _____
Time: _____
Book: _____
Page: _____
Request of: _____

Cache County Recorder _____

This Page Intentionally Left Blank



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor



Office of the Property
Rights Ombudsman
UTAH DEPARTMENT OF COMMERCE

MARGARET W. BUSSE
Executive Director

JORDAN S. CULLIMORE
Division Director

ADVISORY OPINION

Advisory Opinion Requested By:	Michael & Marie Rigby
Local Government Entity:	Nibley City
Applicant for Land Use Approval:	Michael & Marie Rigby
Type of Property:	Residential
Date of this Advisory Opinion:	May 7, 2026
Opinion Authored By:	Jordan S. Cullimore, Lead Attorney Office of the Property Rights Ombudsman

ISSUE

Where a proposed split of an improved residential property will result in one additional residential lot, may the City lawfully require the dedication of right-of-way and construction of public improvements along the entire frontage of the two resulting lots?

SUMMARY OF ADVISORY OPINION

The exaction required by Nibley City for the Rigbys to dedicate and improve the entire frontage of their two-lot subdivision constitutes an unlawful development exaction. Because the proposed subdivision creates a net impact of just one additional residential lot, the City may only impose exactions that offset the specific impacts of that single new residence.

The City exacted public contribution from the existing residential structure at the time that structure was built and according to then existing development standards in the local code. If the City wants the existing development to match the public improvements required for the new development, it must use public funds to build them and negotiate in good faith or exercise eminent domain to acquire the necessary right-of-way. What the City cannot do, however, is condition the approval of proposed development by requiring a developer to bear a broader public burden beyond the immediate impact of the proposed development activity.

EVIDENCE

The Ombudsman's Office reviewed the following relevant documents and information prior to completing this Advisory Opinion:

1. Request for Advisory Opinion submitted by Michael & Marie Rigby, received December 12, 2025.
2. Letter from Eric Johnson, Attorney for Nibley City, dated March 23, 2026.
3. Reply from Michael Rigby, received March 28, 2026.
4. Response from Eric Johnson, Attorney for Nibley City, dated April 24, 2026.

BACKGROUND

Michael and Marie Rigby (Rigbys) own a 1.8-acre parcel located at 4150 South Hollow Road in Nibley City (City). The parcel contains an existing single-family dwelling. In accordance with the City's R-1A zoning, which requires a 0.75-acre minimum lot size, the Rigbys proposed to divide the existing parcel into a two-lot subdivision to create one additional single-family residential lot. During the preliminary subdivision review phase, Nibley City staff informed the Rigbys that they must construct curb, gutter, sidewalk, and a parking strip along the property's entire frontage on Hollow Road and also dedicate the associated right-of-way. The Rigbys view this requirement as an unlawful and excessive development exaction.

ANALYSIS

The City's requirement to dedicate right-of-way and provide frontage improvements is a development exaction. "A development exaction is a government-mandated contribution of property imposed as a condition of approving a developer's project." *B.A.M. Development, LLC v. Salt Lake County* ("B.A.M. III"), 2012 UT 26 ¶ 16. Under applicable state and federal law, local governments may require dedication of property for public facilities, such as roads and associated facilities, provided the dedication address only the impacts created by proposed new development. An "exaction must alleviate the burdens imposed on infrastructure by the development." *Id.* (emphasis added).

I. The Rough Proportionality Test

When a municipality requires a landowner to dedicate land for a public purpose as a condition of some land use approval, the municipality has the burden of proving that the requirement satisfies a constitutional "rough proportionality" test. *See Dolan v. City of Tigard*, 512 U.S. 374, 391 (1994) (stating that the government "must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development"). This rough proportionality test is also articulated in state statute and Utah case law, and requires the following:

1. An Essential Link (Nexus): There must be a close connection between a legitimate land use interest or purpose and the required exaction.
2. Rough Proportionality (Nature and Extent): The exaction must be roughly proportionate, both in *nature* and *extent*, to the impact of the proposed development.
 - o *Nature*: The nature aspect requires a "problem and solution" analysis. The proposed development's impact is the problem or burden the community will bear, and the exaction must provide a solution that directly addresses that problem.

- *Extent*: The extent aspect focuses on relative costs. The cost of the exaction to the developer must be roughly equivalent to the cost to the municipality to assuage the impact created by the development.

See Utah Code § 10-20-911, *Nollan v. Cal. Coastal Comm’n*, 483 U.S. 825 (1987), *Dolan v. City of Tigard*, 512 U.S. 374, 391 (1994), *B.A.M. Development, LLC v. Salt Lake County* (“*B.A.M. II*”), 2008 UT 74, *Sheetz v. Cnty. of El Dorado*, 601 U.S. 267 (2024).

For an exaction to be lawful, the requirement must satisfy each component of the test. If the requirement fails any part of the test, the exaction is unlawful and the municipality may not impose the requirement.

Here, the Rigbys primarily contend that the required improvements fail the rough proportionality test because the subdivision already has sufficient frontage and access to Hollow Road and the cost and extent of required improvements exceed the impacts of adding a single residence. They argue that the City relies on broad community benefits, such as safety and beautification, rather than mitigating specific impacts caused by adding a single residential lot.

Moreover, the Rigbys argue the requirements would create an "isolated segment" of urban infrastructure. Hollow Road in this area consists of a largely undeveloped shoulder, has no adjacent improvements to connect to, and lacks a funded plan for upgrades, so the required improvements will not function as part of a system.

For its part, the City asserts that requiring dedication and improvement of the subdivision's entire frontage is lawful because the City is pursuing legitimate government interests, which include providing infrastructure for pedestrian safety and accessibility, stormwater management, soil protection, and neighborhood beautification.

The City further contends the conditions are proportionate because the improvements are entirely on-site improvements that will benefit both resulting lots economically and from the standpoint of providing safety and access.

II. The Scope of the Proposed Development Frames the Question of Impact

Before analyzing nexus and proportionality, we must first establish the project's scope to determine its impact. The plain language¹ of Utah Code Section 10-20-911, which governs the extent to which a municipality may impose an exaction on development, states that a “municipality may impose an exaction...*on development proposed in a land use application...*” (emphasis added). Accordingly, a municipality may only impose an exaction that offsets the impact of development proposed in the applicant’s application. Answering the threshold question, “What development does the current land use application propose?” defines the proposal's scope and identifies the specific impacts the City may offset through the rough proportionality test.

¹ See Utah Code § 10-20-901(1) (“A land use authority shall apply the plain language of land use regulations.”)

Here, the Rigbys' application proposes the addition of one additional building lot to accommodate a new single-family residence. The City may therefore only address the impact of the additional building lot when imposing conditions on the proposed development.

With the issue now appropriately framed, we consider whether the City's condition to dedicate and install improvements along the entire frontage of the proposed two-lot subdivision satisfies the constitutional rough proportionality analysis and constitutes a lawful development exaction.

III. The City's Conditions Fail the Rough Proportionality Test Considering the Proposed Development Scope

A. Essential Link

Both parties appear to agree that the City requirement satisfies the essential link component of the rough proportionality analysis. Providing roads, pedestrian walkways, stormwater facilities, and associated infrastructure all represent legitimate public land use interests. "In order for a government to be effective, it needs the power to establish...public thoroughways...for the convenience and safety of the public." *Carrier v. Lindquist*, 2001 UT 105, ¶ 18. Therefore, the City's requirement appropriately establishes an essential link.

B. The Nature Aspect

The City's requirement to dedicate and improve frontage for both the lot with the existing residence and the lot on which a new residence will be built fails the *nature* aspect of the rough proportionality test.

This part of the test is articulated in terms of a problem and a solution. The exaction must solve a problem the development presents. The proposed two-lot subdivision creates a net impact of just one additional residential lot. Because the existing single-family home will remain on one of the lots as is, the development effectively adds only one new residence.

Since the Rigbys' land use application proposes one new lot and one additional residence, the City may only offset the impact of the new development. Requiring anything more would offset more than the proposed development's impacts. In other words, it would address a problem that does not need to be solved and therefore fails the *nature* aspect of the test.

The City had the opportunity to exact necessary public contributions for the existing residential structure when that development activity was originally proposed and constructed. Whether the City chose not to impose certain exactions at that time, or development standards have simply changed since then, it cannot impose current standards on the already existing development now. If the City wants the existing development to match the public improvements required for the new development, it must use public funds to build them and negotiate in good faith or exercise eminent domain to acquire the necessary right-of-way. Ultimately, the City cannot force a developer to bear a broader public burden beyond the immediate impact of the proposed development.

C. The Extent Aspect

In line with the reasoning above, the City's requirement also necessarily fails the *extent* aspect of the rough proportionality test. The *extent* aspect dictates that the City may only exact contributions equivalent to the cost to the City to assuage the impact created by the development. Since the Rigbys' development proposal adds one new residential lot to the City, the City may only exact contributions and costs equivalent to addressing the impacts of one additional lot, not two.

Accordingly, because the City's proposal fails both the *nature* and *extent* aspects of the rough proportionality test, the City may not condition approval of the Rigby's proposal on improving the frontage of the entire two-lot subdivision. To comply with the constitutional rough proportionality test, the City may only require dedication and improvements to serve the lot on which the new residence will be built.

CONCLUSION

The exaction required by Nibley City for the Rigbys to dedicate and improve the entire frontage of their two-lot subdivision constitutes an unlawful development exaction. Because the proposed subdivision creates a net impact of just one additional residential lot, the City may only impose exactions that offset the specific impacts of that single new residence.

While the City's requirements establish an essential link to a legitimate public interest, conditioning the approval on improving the frontage for both the existing home and the new lot fails both the *nature* and *extent* aspects of the rough proportionality test. Consequently, to comply with constitutional and statutory standards, the City may only require right-of-way dedication and frontage improvements that serve the newly created lot on which the new residence will be built.



Jordan S. Cullimore, Lead Attorney
Office of the Property Rights Ombudsman

NOTE:

This is an advisory opinion as defined in § 13-43-205 of the Utah Code. It does not constitute legal advice and is not to be construed as reflecting the opinions or policy of the State of Utah or the Department of Commerce. The opinions expressed are arrived at based on a summary review of the factual situation involved in this specific matter and may or may not reflect the opinion that might be expressed in another matter where the facts and circumstances are different or where the relevant law may have changed.

While the author is an attorney and has prepared this opinion in light of his understanding of the relevant law, he does not represent anyone involved in this matter. Anyone with an interest in these issues who must protect that interest should seek the advice of his or her own legal counsel and not rely on this document as a definitive statement of how to protect or advance his interest.

An advisory opinion issued by the Office of the Property Rights Ombudsman is not binding on any party to a dispute involving land use law. If the same issue that is the subject of an advisory opinion is listed as a cause of action in litigation, and that cause of action is litigated on the same facts and circumstances and is resolved consistent with the advisory opinion, the substantially prevailing party on that cause of action may collect reasonable attorney fees and court costs pertaining to the development of that cause of action from the date of the delivery of the advisory opinion to the date of the court's resolution. Additionally, a civil penalty may also be available if the court finds that the opposing party—if either a land use applicant or a government entity—knowingly and intentionally violated the law governing that cause of action.

Evidence of a review by the Office of the Property Rights Ombudsman and the opinions, writings, findings, and determinations of the Office of the Property Rights Ombudsman are not admissible as evidence in a judicial action, except in small claims court, a judicial review of arbitration, or in determining costs and legal fees as explained above.

The Advisory Opinion process is an alternative dispute resolution process. Advisory Opinions are intended to assist parties to resolve disputes and avoid litigation. All of the statutory procedures in place for Advisory Opinions, as well as the internal policies of the Office of the Property Rights Ombudsman, are designed to maximize the opportunity to resolve disputes in a friendly and mutually beneficial manner. The Advisory Opinion attorney fees and civil penalty provisions, found in § 13-43-206 of the Utah Code, are also designed to encourage dispute resolution. By statute they are awarded in very narrow circumstances, and even if those circumstances are met, the judge maintains discretion regarding whether to award them.

Agenda Item #15

Description	Discussion and Consideration: Ordinance 26-09: Amending 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements and Conversion of Existing Accessory Buildings (Second Reading)
Planning Commission Recommendation	Recommend Ordinance 26-09: Amending 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements and Conversion of Existing Accessory Buildings with the following modification: • Reduce minimum lot size for ADU from 11,000 sq ft to 10,000 sq ft
Presenter	Levi Roberts, Nibley City Planner
Staff Recommendation	Ordinance 26-09: Amending 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements and Conversion of Existing Accessory Buildings for First Reading
Reviewed By	Justin Maughn, City Manager Larry Jacobsen, Mayor Levi Roberts, City Planner Mohamed Abdullahi, City Attorney Planning Commission

Addition Background Since 7-16-26:

During the first reading for this item, staff discussed researching the legality of prohibiting mobile homes as accessory dwelling units. After consulting with the City Attorney on this matter, it is clear that prohibiting mobile homes, as defined by Utah Code, as an ADU, is within the City's rights. This would still allow modular and manufactured homes on a permanent foundation but would exclude mobile homes, which UCA 41-1a-102 defines as "a transportable factory-built housing unit built before June 15, 1976, in accordance with a state mobile home code which existed before the Federal Manufactured Housing and Safety Standards Act (HUD Code)." Staff's recommendation on this item remains unchanged.

Background:

During the 2026 Utah State Legislative Session, SB 284 was passed, which includes a requirement that all cities over 5,000 in population must allow detached ADUs, with certain standards for that allowance. While Nibley City does and has allowed ADUs since 2020, this proposed ordinance would bring the City into compliance with the other standards, including:

1. Lowering the minimum lot square footage from 12,000 to 11,000 ft ²
2. Added process and allowance for those converting existing accessory structures to ADUs.

In addition to these State-mandated amendments, Staff is recommending:

1. Clarifying how impact fees apply to ADUs. The current ordinance requires half the impact fee for ADUs that do not install a separate water or sewer meter. Staff's recommendation is to clarify that the water and sewer impact fee be assessed at half the rate of a multi-family dwelling, while the remaining impact fees be assessed at the full rate.
2. Removing requiring for notification to abutting properties. This is a peculiar notification that is not required of any other administrative approval.
3. Removing restriction on coverage of the rear yard. The restrictive setbacks and square footage limitations should be sufficient to ensure there is adequate spacing in the rear yard.

ORDINANCE 26-09

**AMENDING NCC 19.24.250 ACCESSORY DWELLING UNIT STANDARDS, INCLUDING IMPACT
FEE PROVISIONS, LOT SIZE REQUIREMENTS, AND CONVERSION OF ACCESSORY
BUILDINGS**

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

WHEREAS, During the 2026 Utah State Legislative Session, SB 284 was passed, which includes a requirement that all cities over 5,000 in population must allow detached ADUs, with certain standards for that allowance; and

WHEREAS, Nibley City promotes the provision of a variety of affordable moderate-income housing options; and

WHEREAS, Nibley City promotes the preservation of existing neighborhoods, while providing for population growth within the City.

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

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

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2026

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

This Page Intentionally Left Blank

19.24.250 Accessory Dwelling Unit Standards

A. Purpose

1. This chapter establishes approval criteria and outlines processing procedures for accessory dwelling units.
2. The purpose of this chapter is to provide opportunities to develop affordable moderate-income housing by allowing accessory dwelling units in zoning districts specified in this title, to establish the conditions under which accessory dwelling units are regulated under this chapter, and to set forth criteria and standards to be required of accessory dwelling units when this chapter is applicable.

B. Accessory Dwelling Unit Approval Required

1. All Accessory Dwelling Units shall comply with the standards and provisions of this title. Accessory dwelling units that existed prior to the adoption of this ordinance, that have not received formal approval, shall be considered illegal until approved in compliance with these provisions, and the City may deny any land use or building approval requested by an owner of property that has an illegal accessory dwelling unit.

C. Application

1. Persons shall make application for an accessory dwelling unit on forms prepared by Nibley City. No accessory dwelling unit application shall be processed without the submission of the application, all supporting materials as required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstances.
2. Supporting Materials. The accessory dwelling unit application shall be submitted with the materials listed herein.
 - a. Floor Plan: A floor plan of the accessory dwelling unit shall be provided
 - b. Parking Plans: A parking plan shall be submitted showing the location of dedicated off-street parking for the accessory dwelling unit and the primary residence
 - c. Fire Extinguisher(s): Evidence of a fire extinguisher in the accessory dwelling unit shall be provided.
 - d. Fee: The processing fee as required by the consolidated fee schedule as approved by the City council shall be paid in full.
3. A building permit is required for all new or remodeled accessory dwelling units.
4. A certificate of occupancy is required prior to occupancy of any accessory dwelling unit to ensure compliance with fire, building and health codes.
5. ~~Notification must be sent to abutting property owners with an opportunity to comment to Nibley City Staff within a period of fourteen (14) days from the date of notification.~~

Commented [LR1]: Suggest removing this requirement. It is not required for other similar applications and seems unnecessary.

D. **Approval Criteria**

1. Proposed accessory dwelling units in compliance with the following criteria to ensure the health and safety of occupants.
2. Fire, building, and health codes. The design and size of the accessory dwelling unit shall conform to all applicable standards in the fire, building, and health codes. All necessary permits shall indicate the area to be designated for accessory dwelling unit use.
3. Separate addresses and mailboxes shall be placed on all accessory dwelling units regulated by this chapter as required for public safety purposes.
4. Parking: Off-street parking shall be provided per NCC 19.24.160.
5. One Accessory Dwelling Unit: Only one accessory dwelling unit shall be allowed for each single-family dwelling. Accessory dwelling units are not allowed on lots that contain a two-family dwelling.
6. No accessory dwelling unit shall be built on a registered wetland or flood plain.
7. The use of an accessory dwelling unit shall be limited to residential uses. With the exception of a home occupation, no commercial or industrial uses are permitted within an accessory dwelling unit.
8. Impact Fees: Accessory dwelling units that install a separate water meter or sewer meter connection shall be subject to 100% of the impact fee of a multi-family dwelling units. Accessory dwelling units ses that do not install a separate water or sewer meter shall be subject to 50% of the sewer and water impact fees of a multi-family dwelling units as set forth in the latest associated Impact Fee Ordinance adjustment. All other impact fees are assessed at the normal rate for Multi Family Residences except for the Logan Sewer Impact Fee, which is determined by Logan City's posted fee schedule.

Commented [LR2]: Only change applicable section.

E. **Size, Height and Zoning**

1. Accessory dwelling units shall have the following requirements:
 - a. Shall have the minimum floor area of 300 sq. ft. and a maximum floor area of 1,200 sq. ft. Garage, shop or other space not associated with the living area shall not be counted toward these limits.
 - b. Detached accessory dwelling units shall follow the sizing and setback requirements as listed in NCC 19.22.
 - c. ~~Detached accessory dwelling units shall not be permitted on lots smaller than 12,000~~ 11,000 sq. ft.
 - d. ~~The total square footage of all detached accessory dwelling units shall not occupy more than twenty five percent (25%) of the rear yard.~~

Commented [LR3]: Required per UCA 10-21-304

Commented [Levi Robe4]: Suggest removing this provision. The restrictive setbacks are sufficient to ensure that the ADU does not cover a large portion of the rear yard.

F. **Noncompliance**

1. Owners of the property where the accessory dwelling unit use has been approved shall be responsible for their property's compliance with the city's ordinances and conditions of approval. Owners who fail to maintain or violate the city's ordinances regulating accessory dwelling unit use or conditions upon which approval was contingent may have the permit revoked. Notice of violation shall be given to the

owner of the residence containing the accessory apartment use providing 14 days to correct a violation before the permit is revoked. Persons aggrieved by the revocation of their permit may use the appeal process to have their grievances heard.

G. Conversion of existing Accessory Buildings

1. An owner of a legally constructed accessory structure may convert the accessory structure to a detached accessory dwelling unit provided that the following conditions are met:
 - a. The accessory structure complies with setback requirements for an accessory building as provided in NCC 19.22.
 - b. Applicable building, health, and fire codes apply.
 - c. An Accessory Dwelling Unit zoning clearance permit and Building Permit must be obtained.

Commented [LR5]: My interpretation of state code is that setbacks for the accessory structure apply in this situation, but not necessarily for the ADU, even though it is converted into an ADU.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.25"

This Page Intentionally Left Blank

Agenda Item #16

Description	Discussion and Consideration: Resolution 26-09—Amending the Consolidated Fee Schedule; Including Waste Management, Accessory Dwelling Units, and State Water Rates, and County Fire Inspections (First Reading)
Presenter	Justin Maughan, City Manager
Staff Recommendation	Approve Resolution 26-09—Amending the Consolidated Fee Schedule; Including Waste Management, Accessory Dwelling Units, and State Water Rates, and County Fire Inspections for first Reading.
Reviewed By	Amy Johnson, City Treasurer Justin Maughan, Nibley City Manager

Background:

In the past, we have updated our fee schedule on an annual basis. Over the past couple of years, however, more frequent updates have become necessary due to adjustments in garbage collection rates, 911 communication fees, and water rates, which occur at different times throughout the year rather than on a single annual schedule.

This revision includes the following updates. Several of these changes have been presented to the Council at previous meetings but have not yet been formally adopted:

1. Short-Term Rental Business Licensing Fee if Owner-Occupied: The new fee schedule clarifies that a short-term rental is classified as a home occupation business if owner-occupied and is considered a commercial business if not owner-occupied.
2. Temporary Vendor/Solicitor Application Fee: Added as a separate fee to distinguish the application fee from the licensing fee. This fee has already been collected administratively but was not previously identified separately in the fee schedule.
3. Fire Marshal Inspection Fee: Increased from \$45 to \$65 to reflect the new rate established by the County.
4. 1-Inch Water Service Fee: Increased from \$17.50 to \$18.50, effective in April 2026.
5. Utah Division of Drinking Water (DDW) Fee: A new fee of \$0.0165 per 1,000 gallons of water used will appear as a separate line item on each customer's water bill, effective immediately. This state-assessed fee is charged to public water systems and will be passed directly through to users of Nibley's water system. This fee will add only a minimal amount to monthly bills and is based on each customer's water usage. For example, a customer who uses 5,000 gallons of water a month will see a charge of approximately \$0.08 for that billing period.
6. 911 Communications Monthly Fee: Increased from \$3.30 to \$3.40, effective in July 2026, in accordance with the Interlocal Agreement with Logan City.
7. Garbage Rates: Waste Management established their CPI-U increase from May 25-April 26 to 4.9%. This change will be reflected beginning October 1, 2026. A 10-cent administrative fee to Nibley has been added to each of WM's rates.

8. Right Of Way Permit Fee: Increased from \$150 to \$250 to more closely align with the actual cost of staff time to provide that service.
9. Public Notice Mailing Fee: Changed the name to clarify that this fee is assessed only when a notice requires mailings.
10. ADU Sewer Impact Fee: Established at \$594.50 for a shared sewer connection and \$1,189.00 for a separate sewer connection.
11. Logan Wastewater Treatment Impact Fee for ADUs: Set by Logan City at \$203 for a 1-inch meter, \$650 for a 2-inch meter, and \$2,030 for a 4-inch meter.
12. ADU Water Impact Fee: Set at \$2,757.00 for a separate water meter and \$1,378.50 for a shared water meter.
13. ADU Park Impact Fee: Established at \$6,613.00.
14. ADU Transportation Impact Fee: Established at \$688.00.
15. Elkhorn Park Pavilion Rental: Clarified to specify a \$10 kitchen add-on fee for rentals that include kitchen use. This does not result in a fee change, but some fee schedule changes for clarity.

Thank you for your consideration of these changes.

RESOLUTION 26-09

A RESOLUTION AMENDING THE CONSOLIDATED FEE SCHEDULE; INCLUDING SHORT TERM RENTAL LICENSING FEE, TEMPORARY VENDOR APPLICATION FEE, WASTE MANAGEMENT RATES, ACCESSORY DWELLING UNIT IMPACT FEES, STATE WATER RATES, 911 COMMUNICATION FEES, AND COUNTY FIRE INSPECTIONS

WHEREAS, Utah Code Annotated and Nibley City Code empower the City Council to set rates and charge fees for services provided by Nibley City; and

WHEREAS, Nibley City has historically set rates and fees for services through various resolutions from time to time as needed; and

WHEREAS, the current contract between the Cache Waste Consortium and Waste Management allows for a yearly adjustment in October to services relative to the Consumer Price Index (4.9%).

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE NIBLEY CITY COUNCIL THAT:

1. The following proposed rate changes shall be implemented into the Nibley City Consolidated Fee Schedule:

Service	Current Price	Proposed Price	Additional Cost
Short-Term Rental Business Licensing Fee if Owner-Occupied	-	\$40.00	\$40.00
Temporary Vendor/Solicitors Application Fee	-	\$30.00	\$30.00
Fire Marshall Inspection Fee (set by county)	\$45.00	\$65.00	\$20.00
1" Water Service Fee (increases each April)	\$17.50	\$18.50	\$1.00
Multifamily Base Rate per Unit billed to owner (increases each April)	\$17.50	\$18.50	\$1.00
Utah Division of Drinking Water Fee	-	\$.0165 per 1,000 gallons of water used	\$.0165 per 1,000 gallons of water used
911 Communications Monthly Fee (increases each July)	\$3.30	\$3.40	\$0.10
Refuse, 64-gallon weekly collection	\$16.67	\$17.48	\$0.81
Additional Container of either size	\$9.21	\$9.66	\$0.45
Refuse, 96-gallon weekly collection	\$17.77	\$18.63	\$0.86
Recyclables, 96-gallon, every other week collection	\$5.63	\$5.89	\$0.26
Green Waste	\$11.70	\$12.27	\$0.57
Additional Green Waste	\$11.70	\$12.27	\$0.57
Container Exchange	\$49.81	\$52.24	\$2.43
Container Delivery/Removal	\$27.72	\$29.07	\$1.80
Contamination/Overage Charge	\$5.63	\$5.89	\$0.26
Resume Charge	\$27.72	\$29.07	\$1.35

Container Replacement (if damaged by resident)	\$82.95	\$87.00	\$4.05
Right of Way Permit	\$150.00	\$250.00	\$100.00
Sewer Impact Fee ADU with Separate Sewer Connection	\$1189.00	\$1189.00	\$0.00
Sewer Impact Fee ADU with Shared Sewer Connection	\$594.50	\$1189.00	-\$594.50
Logan Wastewater Treatment Impact Fee for ADU with 1" Meter	\$2433.00	\$203.00	-\$2230.00
Logan Wastewater Treatment Impact Fee for ADU with 2" Meter	\$7786.00	\$650.00	-\$7136.00
Logan Wastewater Treatment Impact Fee for ADU with 4" Meter	\$24327.00	\$2030.00	-\$22,297.00
Water Impact Fee with Separate Water Meter for ADU	\$2757.00	\$2757.00	\$0.00
Water Impact Fee with Shared Water Meter for ADU	\$2757.00	\$1378.50	-\$1378.50
Park Impact Fee per Multifamily Unit and ADU	\$9003.00	\$6613.00	\$2390.00
Transportation Impact Fee per Multifamily Unit and ADU	\$688.00	\$688.00	\$0.00
Elkhorn Kitchen Add-On	\$10.00	\$10.00	\$0.00

2. This Resolution does not repeal, abrogate, annul, or impair in any way the existing resolutions or ordinances of the City except to modify the rates, fees, and charges reflected in the Consolidated Fee Schedule. All rates, fees, or charges not listed in the Consolidated Fee Schedule which are contained in or promulgated pursuant to any current resolution or ordinance shall remain in full force and effect, unless and until duly modified. All resolutions or ordinances which set forth rates, fees, or charges which are contained in the Consolidated Fee Schedule are hereby superseded by the Consolidated Fee Schedule.

3. This Resolution shall take effect for services beginning August 7, 2026.

Adopted by the Nibley City Council this ____ Day of _____, 2026.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, Nibley City Recorder

Business Licenses & Fees

Item	Rate	New Rate
Home Business License Application Fee	\$ 40.00	
Home Occupation Business With Impact License Annual Fee (Jan-Dec)	\$ 40.00	
Home Business With Impact License 1/2 Year (July - Dec)	\$ 20.00	
Home Occupation Business With No Impact License Renewal	\$ -	
Short-Term Rental Business License Application Fee	\$ 40.00	
Short-Term Rental Business Licensing Fee if Owner-Occupied *		\$ 40.00
Commercial & Industrial Business License Initial Fee (Jan-Dec)	\$ 250.00	
Commercial & Industrial Business License Initial Fee (July-Dec)	\$ 125.00	
Commercial & Industrial Business License Renewal Fee (Jan-Dec)	\$ 150.00	
Temporary Vendor/Solicitors Application Fee	\$ 30.00	
Temporary Vendor/Solicitors Business License (6 Months)	\$ 30.00	
Class B Retail License (Jan-Dec)	\$ 250.00	
Late Fee after February 1	10% or \$10.00, whichever is greater	
Fire Marshall Inspection Fee (Rate set by the County)	\$ 45.00	\$ 65.00
Business License Appeal Request Application	\$ 750.00	
Temporary Alcohol License	\$ 150.00	
Deposit for Temporary Alcohol License	\$ 500.00	
Franchise Application Fee (NCC 13.10.070)	\$ 500.00	

Utility Service Fees

Item	Rate	
Water		
Base Rate		New Rate
1" Water Service*	\$ 17.50	\$ 18.50
2" Water Service*	\$ 40.00	
3" Water Service*	\$ 70.00	
4" Water Service*	\$ 95.00	
5" Water Service*	\$ 100.00	
6" Water Service*	\$ 110.00	
Usage Rate per 1,000 gallons		
0-5,000 Gallons	Included in base rate	
5,001 - 40,000	\$ 1.15	
40,001 - 65,000	\$ 1.25	
65,001 - 100,000	\$ 1.35	
100,001 +	\$ 1.60	
Division of Drinking Water Usage Fee Paid to the State of Utah		
Utah Division of Drinking Water (DDW) Fee		\$.0165 per 1,000 gallons of water used
Multifamily Base Rate		
Multifamily Base Rate per Unit billed to owner*	\$ 17.50	\$ 18.50
Townhouse Usage Rate per 1000 gallons billed to HOA		
0-5000 Gallons	Included in base rate	
5001-40000 Gallons	\$ 1.15	
40,001-65,000 Gallons	\$ 1.25	
65,001-100,000 Gallons	\$ 1.35	
100,001+	\$ 1.60	
Miscellaneous Water		
Water Reconnect/Disconnect Fee	\$ 50.00	
Extra Territorial Rate	2 x base & usage	
Backflow Test Submission***	\$ 16.00	
Water Charges for Contractors per 1000 gallons (NCC 15.02.140)	\$3.00 per 1000 gallons	
Sewer		
Residential Rate	\$ 55.00	
Commercial #1 (0 - 7,000 Gal)	\$ 55.00	
Commercial #2 (7,001 - 15,000 Gal)	\$ 110.00	
Commercial #3 (15,001 - 25,000 Gal)	\$ 165.00	
Commercial #4 (25,001 - 50,000 Gal)	\$ 220.00	
Commercial #5 (50,000 Gal & Up)	Manual Calculation	
Pretreatment	Pass through from Logan City	
Stormwater		
Residential	\$ 8.00	
Commercial	(Sq. ft. of impervious surface/3,000) x Residential Rate	
Utility Billing Penalties		
Late Fee	\$ 5.00	

Late Fee Penalty (Calculated from past due balance)	0.0175	
Nonsufficient Funds Fee	\$ 30.00	
Other Returned Check Fee (Not NSF)	\$ 15.00	
Stop Payment Fee	\$ 30.00	
Door Hanger Fee	\$ 25.00	
Hydrant Meter Rental Fee	\$1500.00, 1/2 refundable if returned w/o damage	
Contracted Emergency Services		
911 Communications Monthly Fee**	\$ 3.30	\$ 3.40
EMS Monthly Charge	\$ 5.00	

*The Water Base Rates will increase by \$1.00 each April through the year 2030 per Resolution 25-11.

****The 911 Communications Monthly Fee will increase by 3% each July per our Interlocal Agreement with Logan City.**

***Backflow Test Submission is charged by BSI, when applicable.

Dog Licenses & Permits	
Item	Rate
Dog Registration Annually - Spayed/Neutered	\$ 26.00
Dog Registration Annually - Unaltered	\$ 36.00
New Dog Registration Sept-Feb - Spayed/Neutered	\$ 13.00
New Dog Registration Sept-Feb - Unaltered	\$ 18.00
Dog Registration Early Bird Discount	\$ -10.00 if paid before March 1st
Kennel License - Yearly Renewal	\$ 31.00
Kennel License Application Fee	\$ 31.00
Lost Tag	\$ 5.00
Animal Control Fine Schedule*	
Item	Rate
Control of Rabies and Rabid Animals (NCC 9.02.100)	\$ 150.00
Licensing Requirements (NCC 9.02.050)	\$ 150.00
Animal Waste (NCC 9.02.160)	\$ 150.00
Prohibited Acts and Conditions (NCC 9.02.130)	\$ 150.00
Dogs At Large (NCC 9.02.120)	\$ 150.00
Animals At Large (NCC 9.02.110)	\$ 150.00
Vicious/Dangerous Animals (NCC 9.02.080)	\$ 500.00
Animals Attacking- (NCC 9.02.150)	\$ 500.00
Cruelty to Animals Prohibited (NCC 9.02.060)	\$ 500.00
Wild Animals (NCC 9.02.070)	\$ 160.00
Interference with Impounding Prohibited (NCC 9.02.140)(D)	\$ 160.00
Animal Land Use Regulations (NCC 19.34)	\$ 150.00 per animal
**Impound 1st Offence	\$65.00
**Impound 2nd Offence within 12 months	\$75 first day + \$18 per day thereafter
**Impound 3rd Offence within 12 months and possible citation	\$140 first day + \$18 per day thereafter
**Sterilization Deposit (mandated with 2nd impound unsterilized)	\$150.00
**Microchip	\$35.00
**Rabies Vaccination	\$20.00
**Quarantine Boarding Dog/Cat for 10 days	\$ 350.00 Per Animal

*Fees may be subject to civil enforcement by the City and shall not limit or preclude charges filed and payable to the court of jurisdiction, which is currently Hyrum City Court.

**These fees are payable to Cache County Animal Control, and are not collected by Nibley City.

Solid Waste Charges				
Residential Single Family	1st Container	New Rates Effective 10/1/26	Addtl Container	New Rates Effective 10/1/26
Refuse, 64 gallon, weekly collection	\$ 16.67	\$ 17.48	\$ 9.21	\$ 9.66
Refuse, 96 gallon, weekly collection	\$ 17.77	\$ 18.63	\$ 9.21	\$ 9.66
Recyclables, 96 gallon, every other week collection	\$ 5.63	\$ 5.89	\$ 3.41	\$ 3.58
Green Waste	\$ 11.70	\$ 12.27	\$ 11.70	\$ 12.27
Residential Ancillary Services/Charges:	Rate			
Container Exchange - Swap old container with new	\$ 49.81	\$ 52.24		
Container Delivery - New starts and additional containers	\$ 27.72	\$ 29.07		
Removal Charge	\$ 27.72	\$ 29.07		
Contamination Charge	\$ 5.63	\$ 5.89		
Overage Charge	\$ 5.63	\$ 5.89		
Resume Charge	\$ 27.72	\$ 29.07		
Container Replacement - if damaged caused by customer	\$ 82.95	\$ 87.00		

*Waste Management offers dumpster services beyond what is listed here-please contact them for additional service needs.

*Waste management fees will increase annually in October based on the Consumer Price Index (CPI) adjustment for garbage services, as specified in the City's contract with Waste Management.

*This year's price increase was established to be 4.9% based on the CPI-U for Water and sewer and trash collection services from May 2025-April 2026 average.

Charges for Development Services

Planning Review Fees		
Item	Rate	New Rate
Preliminary Plat Fee	\$700 + \$30 per lot	
Final Plat Fee	\$1700 + \$60 per lot	
Public Works Inspection Fee for Development/Subdivision	.0075 x Bond Summary	
Public Works Inspection Fee for Commercial Development	.0075 x Bond Summary	
After Hours Inspection Fee upon availability and approval of Public Works Director	\$200/hr with 4 hr minimum	
Development Agreement Not Associated with Another Application	\$ 200.00	
Minor Subdivision Fee	\$700 + \$60 per lot	
Commercial Site Plan Review Fee	\$150/1000 Bldg. Sq. Ft., minimum \$900 per building, maximum \$3600	
Accessory Building Zoning Clearance Application	\$ 50.00	
Accessory Dwelling Unit Zoning Clearance Application	\$ 100.00	
Subdivision Amendment Application	\$200 + \$10/affected lot	
RPUD Overlay Zone Application	\$ 500.00	
Misc. Planning & Development Application	\$ 50.00	
Conditional Use Permit (No Business License)	\$ 100.00	
Right-Of-Way Permit	\$ 150.00	\$ 250.00
Rezone, Code Change, or Master Plan Change Application	\$ 500.00	
PUE Vacation	\$ 200.00	
Water Modeling Fee- Residential	\$850 Base Fee + \$45/Unit (Max Fee	
Water Modeling Fee- Non-Residential	\$1550 Base Fee + \$35/Building	
Sewer Modeling Fee-Residential	\$850 Base Fee + \$45/Unit (Max Fee	
Sewer Modeling Fee- Non-Residential	\$1,550 Base Fee + \$35/Building	
Parcel Boundary or Lot Line Adjustment	\$ 200.00	
Public Notice Mailing Fee	\$ 150.00	
Annexation Petition Application	\$ 400.00	
Variance Request Application	\$ 1,000.00	
Administrative Citation Appeal Application	\$ 150.00	
Stormwater Development Inspection	\$750.00 per acre of	
Asphalt Preservation	\$0.284 per Sq Foot	
Sunrise Retention Basin	\$ 2,600.00	
Hansen/Zilles Retention Basin	\$ 2,600.00	
Land Use Appeal Application	\$ 750.00	
Fee In Lieu of Required Open Space	Fair Market Value of Land + Estimated Improvement Costs	
Handling Fee for Mailing Final Plats	\$50.00	
Electronic Sign Permit (NCC 19.24.150(L))	\$ 250.00	

Building Permits & Impact Fees	
Impact Fees	
Item	Rate
Sewer Impact Fee 1" Service	\$ 1,425.00
Sewer Impact Fee 2" Service	\$ 4,629.00
Sewer Impact Fee 3" Service	\$ 8,685.00
Sewer Impact Fee 4" Service	\$ 14,478.00
Sewer Impact Fee Multifamily Unit/Per-Door Charge and ADU	\$ 1,189.00
Sewer Impact Fee ADU with Separate Sewer Connection	\$ 1,189.00
Sewer Impact Fee ADU with Shared Sewer Connection	\$ 594.50
Logan Wastewater Treatment Impact Fee for MFR's	\$ 1,703.00
Logan Wastewater Treatment Impact Fee for 1" Water Meter (Ord. 20-15)	\$ 2,433.00
Logan Wastewater Treatment Impact Fee for 2" Water Meter	\$ 7,786.00
Logan Wastewater Treatment Impact Fee for 4" Water Meter	\$ 24,327.00
Logan Wastewater Treatment Impact Fee for ADU with 1" Meter	\$ 203.00
Logan Wastewater Treatment Impact Fee for ADU with 2" Meter	\$ 650.00
Logan Wastewater Treatment Impact Fee for ADU with 4" Meter	\$ 2,030.00
Water Impact Fee 1" Service	\$ 3,363.00
Water Impact Fee 2" Service	\$ 10,733.00
Water Impact Fee 3" Service	\$ 20,137.00
Water Impact Fee 4" Service	\$ 33,568.00
Water Impact Fee Multifamily Unit/Per-Door Charge and ADU	\$ 2,757.00
Water Impact Fee with Separate Water Meter for ADU	\$ 2,757.00
Water Impact Fee with Shared Water Meter for ADU	\$ 1,378.50
Park impact Fee per Single Family Home/ ADU	\$ 9,003.00
Park Impact Fee per Multifamily Unit and ADU	\$ 6,613.00
Transportation Impact Fee Single Family Home	\$887.00 per unit
Transportation Impact Fee Multifamily and ADU	\$688.00 per unit
Transportation Impact Fee Mobile Home	\$470.00 per unit
Transportation Impact Fee Shopping Center	\$2342.00 per 1000 Sq Ft.
Transportation Impact Fee Office	\$1522.00 per 1000 Sq Ft.
Transportation Impact Fee Light Industrial	\$466.00 per 1000 Sq Ft.
Transportation Impact Fee Warehouse	\$164.00 per 1000 Sq Ft.
Transportation Impact Fee Institutional	\$1426.00 per 1000 Sq Ft.
Transportation Impact Fee Hotel	\$786.00 per 1000 Sq Ft.
Transportation Impact Fee Food/Fast Food	\$11,257.00 per 1000 Sq Ft.
Transportation Impact Fee Gas Station/ Conv	\$46,015.00 per 1000 Sq Ft.
State Collected 1% Fee	1% of Building Permit Fees
Building Permit Fees	
Building Permit	Based on a formula below or latest State adopted IRC manual building permit fees. Valuation is according to building inspector's review.
Total Valuation	
\$1-\$500	\$24.00
\$501 - \$2,000	\$24 for the first \$500 plus \$3 for each additional \$1000, or fraction thereof, to and including \$2000.

\$2,001 - \$40,000	\$69 for the first \$2,000 plus \$11 for each additional \$1000, or fraction thereof, to and including \$40,000.
\$40,001 - \$100,000	\$487 for the first \$40,000 plus \$9 for each additional \$1,000, or fraction thereof, to and including \$100,000.
\$100,001 - \$500,000	\$1,027 for the first \$100,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$500,000.
\$500,001 - \$1,000,000	\$3,827 for the first \$500,000, plus \$5 for each additional \$1,000, or fraction thereof, up to and including \$1,000,000.
\$1,000,001 - \$5,000,000	\$6,327 for the first \$1,000,000 plus \$3 for each additional \$1,000, or fraction thereof, up to and including \$5,000,000.
\$5,000,001 and over	\$18,327 for the first \$5,000,000 plus \$1 for each additional \$1,000, or fraction thereof
Plan Review Fee	0.1% of valuation of the improvement. Additional fees for inspections outside of normal business hours may be charged according to IRC fee schedule.
Water Meter 1"	\$ 700.00
Water Meter 2"	\$ 2,200.00
Water Meter 4"	\$ 4,000.00
Water Meter 2" - Multi-Family	\$2200.00/# of units
Water Meter Lid	\$ 85.00
Water Meter Ring or Collar	\$ 85.00
Water Meter Adjustment (Raise or Lower)	\$ 150.00
4" Water Strainer	\$ 700.00
Stormwater Inspection Fee Residential	\$350 Per Year
Stormwater Inspection Fee Commercial	\$1500/acre with minimum of \$500
Development Fees	
Water Connection Fee	\$ 550.00
Sewer Connection Fee 4"	\$ 500.00
Sewer Connection Fee 6"	\$ 750.00
Sewer Connection Fee 8"and larger	\$ 1,250.00
Sewer Connection Fee Multi-Family	\$300.00 per unit
Right-Of-Way Permit	\$ 250.00
Right-Of-Way Underground Utility and Facility Management and Inspection Fee	\$0.45 per lineal foot
Narrow Trench Encroachment Permit Fee	\$0.45 per lineal foot
Road Cut Fee for roads greater than 4 years old	\$3,000.00 (\$1500 refundable after 1 year warranty)
Road Cut Fee for roads less than 4 years old	\$6500.00 (\$1500 refundable after 1 year warranty)
Miscellaneous Items	
Online Credit Card Convenience Fee	3.2% of Total Invoice
In-Person Credit Card Convenience Fee	3.0% of Total Invoice
Reinspection Fee	\$ 50.00
After Hours Inspection Fee upon availability and approval of Building Inspector	\$200.00 Per Hour, 4 hour minimum

Recreation	
Facility Rentals	
Service	Rate
Community Room Gathering - Resident	\$ 150.00
Community Room Gathering - Non-resident	\$ 300.00
Community Room Gathering - Deposit	\$ 300.00
Community Room Date Change Fee	\$ 10.00
Community Room Business, Club, & Public Meetings for Nibley Community Partnership Members	Free, With City Manager Approval
Community Room Business, Club, & Public Meetings Deposit for Nibley Community Partnership Members outside of Business Hours	\$ 300.00
Community Room Building Repair/Maintenance	\$40/HR + Repair Costs
Park Pavilion Rental Monday - Friday (Virgil Gibbons Heritage East and West and Anhder)	\$ 35.00
Park Pavilion Rental Saturday - Sunday (Virgil Gibbons Heritage East and West and Anhder)	\$ 50.00
Elkhorn Park Pavilion Rental With Kitchen Monday - Friday	\$ 50.00
Elkhorn Park Pavilion Rental Without Kitchen Monday - Friday	\$ 35.00
Elkhorn Park Pavilion Rental With Kitchen Saturday - Sunday	\$ 60.00
Elkhorn Park Pavilion Rental Without Kitchen Saturday - Sunday	\$ 50.00
Elkhorn Kitchen Add-On	\$ 10.00
Elkhorn Park Pavilion Rental Kitchen Cleaning/Damage Deposit	\$ 25.00
Virgil Gibbons Heritage North Enclosed Pavilion Rental (Heated) Nov 1-Mar 31 Monday-Friday	\$ 45.00
Virgil Gibbons Heritage North Enclosed Pavilion Rental (Heated) Nov 1-Mar 31 Saturday-Sunday	\$ 60.00
Virgil Gibbons Heritage North Open Pavilion Rental (Unheated) April 1-Oct 31 Monday-Friday	\$ 35.00
Virgil Gibbons Heritage North Open Pavilion Rental (Unheated) April 1-Oct 31 Saturday-Sunday	\$ 50.00
Virgil Gibbons Heritage North Closed Pavilion Rental Key/Cleaning Deposit	\$ 25.00
Firefly Outdoor Classroom Rental	\$ 20.00
	\$40/HR + Repair/Replacement Cost
Park Pavilion Repair, Maintenance, and/or Cleaning	
Single Use Athletic Field Rental (Per Field, Per Game/Practice)	\$ 35.00
Athletic Field Rental (Per Team, Per Month)	\$ 50.00
Placement of 1 to 4 Pairs of Small Goals	\$ 45.00
Placement of 1 Pair of Large Goals	\$ 70.00
Anhder Park Field Lights (Per Day)	\$ 20.00
Field Preparation - Baseball/Softball (includes base setting, dragging, and lining the field) Monday-	\$ 50.00
Field Preparation - Baseball/Softball (includes base setting, dragging, and lining the field) Saturday-	\$ 75.00
Field Preparation - Athletic Field Painting (Soccer, Lacrosse, Flag Football, Ultimate Frisbee)	\$ 100.00
Field Preparation - Athletic Field Painting (Tackle Football, 1/2 field 1/2 price)	\$ 300.00
Field Preparation Requests with fewer than 15 days notice	\$ 80.00
Personal Training 1-5 participants/mo. Field/facility use (SMALL GROUP)	\$ 35.00
Personal Training 1-5 participants/3 mo. Field/facility use (SMALL GROUP)	\$ 50.00
Athletic field rental per camp/clinic/day up to 6-50 participants (MEDIUM GROUP) (may require pavilion rental)	\$ 50.00
Tournament fee/DAY and or (LARGE GROUP) CAMP/CLINIC/DAY per athletic field use includes: 1 Baseball or Softball field, or 2 grass athletic fields, 1 baseball/softball field prep & pavilion rental if applicable, additional bathroom cleaning/day, and additional garbage removal @ athletic field (typically 51 participants or more)	\$ 225.00
Tournament athletic field layout and lining (painted) on grass/per field (soccer, lacrosse, football, etc)	\$ 50.00
Tournament/Event Cleaning Deposit (applies to Medium and Large Groups)	\$ 300.00
Baseball portable mound placement/occurrence (dirt mound building for tournaments is NOT available)	\$ 35.00
Concessions permit/day (includes access to available onsite electrical outlets, however, a breaker reset for overloaded circuits incurs a \$25 fee per occurrence) Event/League organizers are required to have a copy of food handlers permits onsite throughout the duration of the event	\$ 20.00

Amphitheatre rental/day (includes access to electricity)	\$	45.00
Pickleball court rental/day (includes both courts @ Anhder Park)	\$	45.00
Tennis court rental/day (also lined for 4 Pickleball courts @ Anhder Park portable nets NOT provided)	\$	45.00
Per day fee for use of city streets, and/or park space for a fun run/walk, includes pavilion rental. Fee also applies to parades. Route layout provided by the organizer, must be approved 14 days prior to the event.	\$	75.00
Per hour, per person of paint marking of a fun run/walk or other fitness event (painting arrows and or start & finish line, with washable paint, does NOT include directional traffic cones, road closed, detours, or other signage). Organizer pays estimate prior to event, billed the difference if actual cost more than estimate	\$	35.00
Traffic Control set up per hour per person. Cones, baracades, road closed/detour for an event (ie fun run/walk fitness events, parades or similar) Organizer pays estimate prior to event, billed the difference if actual cost more than estimate	\$	75.00
Ticketed event (including entrance fees and suggested donations for participation or entrance)	\$	200.00
General Notes regarding Parks and Recreation facility rentals/use/and fees		
Tournament/Event Cleaning Deposit		
Deposits are refundable if the facility/field is left clean and without damages. Deposits, if not refunded, are intended to cover the cost of additional cleaning or minor damage beyond normal use if such is needed. If the cost of cleaning or damage repairs resulting from use of any facility exceeds the deposit, the City reserves the right to charge the user for any additional costs incurred.		
Inclement Weather & Refund Policy		
The event/league organizer assumes the risk of cancelation due to inclement weather, If event/league organizer requests re-scheduling due to inclement weather it is based on facility availability and will be at the discretion of Nibley City only if alternate dates are available. Facility fees are non refundable unless a refund has been requested in writing 14 days prior to the event.		
Movies:		
Use of any city property to show a movie requires proof of movie licensing, at least 7 days prior to the event. If the event organizer requires an entrance fee including a suggested donation, a ticketed event fee applies. Nibley City audio/visual equipment and movie screen are NOT available to rent. Nibley City reserves the right to prohibit an outdoor movie if the proposed event is held within 30 days of a scheduled Nibley City outdoor movie in the park. Content above a PG-13 rating—including movies, video games, and similar media—is not allowed.		
Fun Runs and outdoor fitness events:		
A pavilion rental is required (included in fee), if the start or finish line is in Nibley, traffic safety provided by the Cache County Sheriff or equivalent is NOT included in the fee, The organizer may be required to provide additional porta-potties based on estimated #'s. Nibley City reserves the right to prohibit a fun run/walk or other fitness event if it is held with-in 45 days of a scheduled Nibley City outdoor fun run/walk or similar Nibley City outdoor		
Field and street marking restrictions:		
All athletic field, event space, and or street marking must be performed by Nibley City employees unless otherwise approved in writing by the Parks or Recreation Departments;, otherwise renter assumes costs for damages and or cleaning. Failure to comply may also result in becoming ineligible to rent facilities.		
Ticketed events		
All ticketed events must be pre-approved by the Nibley City Special Events Committee at least 30 days prior to the event. Event insurance is required for these events and the event may require a business license. Nibley City does NOT provide any access control in the form of fencing, gates, cones, or barriers, other than permeant structures (i.e.. fences) already available at facility.		
Cache County School District, Thomas Edison Charter School, and Utah State University Use		
Nibley City reserves the right to waive fees and or requirements except insurance requirement, for facility use by Thomas Edison Charter School and Cache County School District schools, and associated organizations including a school PTA. based on shared use interlocal agreements. Nibley City also reserves the right to waive fees for Utah State University Use.		
Baseball		
Classic T-Ball	\$	45.00
Rookie	\$	45.00
Minors	\$	75.00
Majors	\$	80.00
Pony	\$	90.00
Early Bird Discount	\$	(13.00)
Softball		

Ponytail (6-8)	\$	45.00
Fast Pitch (10 & Under)	\$	50.00
Fast Pitch (12 & Under)	\$	55.00
Fast Pitch (14 & Under)	\$	55.00
Co-Ed Softball	\$	60.00
Early Bird Discount	\$	(13.00)
Super Start (3 and 4 Year Olds)		
Basketball	\$	45.00
T-Ball	\$	45.00
Soccer	\$	45.00
Reversible Soccer Jersey	\$	11.00
Early Bird Discount	\$	(13.00)
Flag Football		
1st & 2nd Grade League	\$	50.00
3rd & 4th Grade League	\$	50.00
5th & 6th Grade League	\$	60.00
7th & 8th Grade League	\$	60.00
9th-12th Grade League	\$	60.00
Early Bird Discount	\$	(13.00)
Soccer Spring & Fall		
Pre-K Outdoor Soccer	\$	45.00
Kindergarten League	\$	45.00
1st & 2nd Grade League	\$	45.00
3rd & 4th Grade League	\$	60.00
5th & 6th Grade League	\$	60.00
7th & 8th Grade League	\$	60.00
9th-12th Grade League	\$	60.00
Early Bird Discount	\$	(13.00)
Reversible Soccer Jersey	\$	11.00
Ultimate Frisbee		
Younger League 7 to 10 years old	\$	50.00
Middle League 11 to 12 years old	\$	50.00
Older League 13 to 15+ years old	\$	50.00
Early Bird Discount	\$	(13.00)
Other Youth Programs		
Pickleball		
Pickleball Lessons	\$	45.00
Early Bird Discount	\$	(13.00)
Cross-Country		
Cross Country Youth	\$	45.00
Early Bird Discount	\$	(13.00)
Nerf Tag		
Nerf Tag	\$	65.00
Early Bird Discount	\$	(13.00)
Jump Start Volleyball		
Jump Start Volleyball	\$	58.00
Early Bird Discount	\$	(13.00)
Adult Co-Ed Volleyball		
Adult Co-Ed Volleyball Free Agent	\$	58.00
Early Bird Discount	\$	(13.00)
Adult Co-Ed Volleyball Team Registration	\$	276.00
Early Bird Discount Team Registration	\$	(26.00)

Cancellation fees for all recreation programs	
A registration refund for cancelation is available only if the cancelation request is prior to the coach meeting/jersey order. All cancelation requests are subject to the proposed 20% (of the total registration cost) fee.	20%
Other NEW Youth sports, programs, camps, and or classes	
The intial fee will be established at the discretion of the Recreation Director based on an evaluation of actual and estimated costs, fees for similar programs, known and projected program interest, and considerations of community benefit. Program offerings that continue beyond a trial phase, will utilize actual costs compared to registration fees to determine appropriate registration fees moving forward.	
Equipment Rental	
Disc Golf Set, Spikeball, Kubb, Can Jan, Corn Hole, and or other similar (Per Set up to a 3 day rental).	\$ 5.00
Equipment Deposit/Set	\$ 20.00
Nibley Fit	
Day Pass	\$ 3.00
Monthly Pass	\$ 20.00
Quarterly Pass	\$ 50.00
Staff has discretion to adjust pass prices for promotional events	
Heritage Days	
Approved Public service/Non-Profit Booth Fee (including schools). Fee Waiver requires no sale of products or services, and interactive activity.	\$ -
Standard Booth Fee	\$ 35.00
Standard Booth Fee WITH ELECTRICITY	\$ 45.00
Food Booth Fee	\$ 45.00
Food Booth Fee WITH ELECTRICITY	\$ 55.00
Heritage Days tournaments/contests/limited seating shows/experiences	Based upon actual cost
Mayor's Dinner (individual)	Based upon actual cost
Mayor's Dinner (Family)	Based upon actual cost
Special Event Permit Application: For commercial, for profit, pay to participate events occurring entirely in Nibley City, or using a Nibley City owned facility including parks, buildings, and streets	\$ 30.00

Miscellaneous Penalty Fees	
Item	Rate
Class B Misdemeanor (NCC 1.08.010)	\$ 1,000.00
Class C Misdemeanor (NCC 1.08.010)	\$ 750.00
Class B Misdemeanor for a Corporation (NCC 1.08.010)	\$ 5,000.00
Class C Misdemeanor for a Corporation (NCC 1.08.010)	\$ 1,000.00
Arborist License and Insurance (NCC 3.06.160)	\$ 25.00
Penalty for tree noncompliance (NCC 3.06.180)	\$ 500.00
Misuse of Recycle Bin (NCC 7.06.060)	\$ 50.00
Minors' Truancy (NCC 9.04.030)	\$ 500.00
Parking Infractions (NCC 11.02.040)	\$ 40.00
Parking Infractions Early Bird Discount if Paid within 14 days of citation date	\$ (10.00)
Parking Infraction Administrative Charge if unpaid 30 days after citation date	\$ 25.00
Hunting on Public Property (NCC 13.08.050)	\$ 500.00
Sanitary Sewer not Connected (NCC 15.04.040)	\$50 per day
Stormwater Infraction (NCC 15.10.080)(A)	\$750 or less
Stormwater Criminal Penalties, First Offense (NCC 15.10.080)(B)	\$750 or less per day
Stormwater Criminal Penalties, Second Offense (NCC 15.10.080)(C)	\$1000 or less per day
Disorderly Conduct Fine for Council Members (NCC 1.10.040)(G)(4)	\$ 200.00
Failure to Obtain Permit (NCC 13.06)	2 x normal permitting fee
Code Enforcement Appeal Application (NCC 1.08.040) (B)(4)	\$ 750.00
Disturbing The Peace (NCC 9.06.040) 2nd Offense	\$ 500.00
Noise Regulations (NCC 7.16.050)	\$100.00/day
Business License Required; Penalty (NCC 5.02.030)	\$ 500.00
Solicitor License Required; Penalty (NCC 5.08.020)	\$ 500.00
Unauthorized Meter Penalty (NCC 15.02.070) and (NCC 15.02.180)(D)	\$ 750.00
Exterior Lighting Penalty (NCC 19.24.140)	\$ 100.00
Minors' Curfew (NCC 9.04.020)	\$500.00 per day
Subdivision Violation (NCC 21.02.020)	\$ 500.00
Land Use Violation (NCC 19.02.110)	\$ 500.00
Water Theft Fee (NCC 15.02.070)	\$750.00 per offense
Meter Obstruction Penalty (If meter if buried or obstructed) (NCC 15.02.180)	\$ 750.00
Failure to Remove Snow from Sidewalk (NCC 13.02.020)	\$100.00/day

Nuisance Penalty Fees

Nuisance	1st Offense	2nd Offense	3rd Offense
Befouling Water	\$ 125.00	\$ 250.00	\$ 500.00
Privies, Cesspools	\$ 125.00	\$ 250.00	\$ 500.00
Garbage Containers	\$ 75.00	\$ 150.00	\$ 300.00
Garbage Accumulation	\$ 75.00	\$ 150.00	\$ 300.00
Storage of Personal Property in Public View	\$ 25.00	\$ 50.00	\$ 100.00
Parked Vehicles in Front Yard	\$25.00/vehicle	\$50.00/ vehicle	\$100.00/vehicle
Inoperable Vehicles & Machinery	\$25.00/vehicle	\$50.00/vehicle	\$100.00/vehicle
Manure Accumulation	\$ 125.00	\$ 250.00	\$ 500.00
Slaughterhouses, Feed Yards	\$ 125.00	\$ 250.00	\$ 500.00
Discharging Offensive Water or Liquid Waste	\$ 125.00	\$ 250.00	\$ 500.00
Collecting Grease, Offensive Matter	\$ 125.00	\$ 250.00	\$ 500.00
Flies and Mosquitoes	\$ 75.00	\$ 150.00	\$ 300.00
Public Drinking Vessels	\$ 125.00	\$ 250.00	\$ 500.00
Ablutions Near Drinking Fountain	\$ 125.00	\$ 250.00	\$ 500.00
Boarding House or Factory, Sanitary Condition	\$ 125.00	\$ 250.00	\$ 500.00
Cleaning Privy Vaults	\$ 125.00	\$ 250.00	\$ 500.00
Stagnant Water, Offensive Substances	\$ 75.00	\$ 150.00	\$ 300.00
Obstructing Public Ways, Watercourses, Parks	\$ 75.00	\$ 150.00	\$ 300.00
Dead or Diseased Trees	\$ 75.00	\$ 150.00	\$ 300.00
Unmaintained Structures	\$ 75.00	\$ 150.00	\$ 300.00
Improper Buildings and Structures	\$ 75.00	\$ 150.00	\$ 300.00

Miscellaneous Nibley City Fees

Item	Rate
Copy	\$ 0.15
Postage Fee	\$ 1.00
CD/DVD/Flash Drive	\$ 15.00
Notary - Residents Only	FREE
CC Payment Over the Phone (Waive one time if they sign up for auto pay)☐	\$ 4.00
GRAMA Request	Actual Cost
Accounts Receivable Late Fee Penalty	0.015%/month

This Page Intentionally Left Blank

Agenda Item #17

Description	Discussion and Consideration: Resolution 26-15— Authorizing Reallocations in the Fiscal Year 25-26 Budget (First Reading)
Presenter	Justin Maughan, City Manager
Staff Recommendation	
Reviewed By	Amy Johnson, City Treasurer Justin Maughan, Nibley City Manager

Background:

Budget Reallocation Request – FY 2025–2026 General Fund

Staff is requesting Council approval of a budget reallocation within the FY 2025–2026 General Fund. While the General Fund remains balanced overall and is not overspent, three departmental budgets exceeded their original appropriations. A budget reallocation allows funds from budget categories with unexpended appropriations to be reassigned to areas where expenditures were higher than anticipated. As we have refined our budgeting process to be more precise, we have less wiggle room for variance and unforeseen expenses, which means we may continue to have departmental budget overages that require budget reallocation.

Staff consulted our auditors, Larson & Company, who advised that budget reallocation is the appropriate method to address these departmental budget variances.

The proposed reallocation would transfer a total of \$75,000 from the following unexpended budget accounts:

- \$40,000 from 10-43-110 – Administrative Salaries and Wages
- \$15,000 from 10-43-130 – Administrative Employee Benefits
- \$20,000 from 10-68-110 – Planning and Building Salaries and Wages

These funds would be reallocated to the following departments:

- **Streets Department:** Over-expended by \$17,299 due to unanticipated costs associated with new development infrastructure (GL 10-60-262). These additional expenditures were more than offset by developer reimbursement revenue received in 10-34-422.
- **Parks Department:** Over-expended by \$10,314 due to a fiscal year timing error that resulted in wages being paid within the 25-26 FY rather than the 26-27 FY as anticipated.
- **Community Development and Recreation Department:** Over-expended by \$46,156 due to an unanticipated salary increase along with commensurate employee benefits. There were also higher-than-budgeted expenditures in Department Expenditures (10-75-400), Heritage Days (10-75-660), Fitness

Programs (10-75-670), and Parks and Rec Committee (10-75-671) within the department. In addition, expenditures for Youth and Adult Programs (10-75-515) exceeded the budget but were offset by higher-than-anticipated program revenue received in 10-37-442 – Youth & Adult Programs. It is worth noting that revenue in Youth & Adult Programs exceeded the budgeted amount of \$90,000 by \$46,727 for a total of \$136,727 in revenue.

Approval of this budget reallocation will align departmental appropriations with actual expenditures while maintaining a balanced General Fund for FY 2025–2026.

RESOLUTION 26-15

AUTHORIZING REALLOCATIONS IN THE FISCAL YEAR 2025-26 BUDGET

WHEREAS, Nibley City prepares a City budget at the beginning of the fiscal year, and makes a good faith effort to estimate both revenues and expenses; and

WHEREAS, Nibley City then makes every effort to work within that prepared budget as it operates throughout the fiscal year; and

WHEREAS, Nibley City takes a conservative approach by budgeting revenues lower and expenses higher than expected; and

WHEREAS, from time to time, those estimates don't come to fruition, it becomes necessary to reallocate funding; and

WHEREAS, the reallocation of funds does not constitute an increase or decrease in the total funds that were budgeted.

NOW THEREFORE, it is hereby resolved by the Nibley City Council agrees to reallocate the funds as described below:

• 10-43-110- Administrative Salaries and Wages	-\$40,000
• 10-43-110 – Administrative Employee Benefits	-\$15,000
• 10-68-110 – Planning and Building Salaries and Wages	-\$20,000
• 10-60 – Streets Department	+\$17,500
• 10-70 – Parks Department	+\$10,400
• 10-75 – Community Development and Recreation	+\$47,100

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____, 2026.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

This Page Intentionally Left Blank