

NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold their regularly scheduled council meeting on Thursday, April 14, 2016, at the Millville City Office, 510 East 300 South in Millville, Utah, which meeting shall begin promptly at 7 p.m. (Please note the time given to each agenda item is an approximate time.)

1. Call to Order / Roll Call – Mayor Michael Johnson.
2. Opening Remarks / Pledge of Allegiance – Councilmember Michael Callahan.
3. Approval of agenda and time allocation.
4. Approval of minutes of the previous meeting – March 24, 2016.
5. Action Items—
 - A. Report on P & Z Meeting held April 7, 2016 – Development Coordinator Harry Meadows – 7:03 p.m.
 - B. Youth Council Report – Councilmember Julianne Duffin – 7:05 p.m.
 - C. Review of Proposed 2017 Contracts for Law Enforcement and Animal Control – Mayor Michael Johnson/Sheriff Chad Jensen – 7:10 p.m.
 - D. Review of a System for Emergency Notifications to Residents – Councilmember Michael Callahan – 7:20 p.m.
 - E. Review of Impact Fee Analysis Amounts for Road, Park, and Water Fees; Review of Proposed Ordinance / Consideration for Setting a Public Hearing – Mayor Michael Johnson – 7:25 p.m.
 - F. Bills to be paid.
6. Discussion Items—
 - A. City Reports.
 1. Roads/Sidewalks – Superintendent Gary Larsen.
 2. City Parks – Superintendent Larsen.
 3. Culinary Water System – Superintendent Larsen.
 - B. Review of Non-Standard Lots.
 - C. City Celebration – Councilmember Cindy Cummings.
 - D. Councilmember Reports.
 - E. Other items for Future Agendas.
7. Adjournment.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during public meetings should notify Rose Mary Jones at (435)752-8943 at least three working days prior to the meeting.

Notice was posted on April 11, 2016, a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was sent electronically to the Utah Public Notices website (<http://www.utah.gov/pmn,index.html>) on April 11, 2016.


Rose Mary A. Jones, Recorder

MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
March 24, 2016

PRESENT: Michael Johnson, Michael Callahan, Cindy Cummings, Mark Williams, Ryan Zollinger, Rose Mary Jones, Tara Hobbs, Harry Meadows, Gary Larsen, Brett Hadfield, Meagan Hadfield, Sam Hadfield, Jonah Hadfield, Viv Hadfield, Craig Nielson, Donna Nielson

Call to Order/Roll Call

Mayor Michael Johnson opened the Council Meeting calling it to order at 7 p.m. The roll call indicated Mayor Michael Johnson and Councilmembers Cindy Cummings, Mark Williams, and Ryan Zollinger were in attendance with Councilmember Julianne Duffin excused and Councilmember Michael Callahan absent. Also Treasurer Tara Hobbs and Recorder Rose Mary Jones were present.

Opening Remarks/Pledge of Allegiance

Mayor Johnson welcomed all to the Council Meeting. He then invited all to join him in reciting the pledge of allegiance.

Approval of agenda and time allocations

The agenda for the City Council Meeting of March 24, 2016 was reviewed.

Councilmember Williams moved to approve the agenda for March 24, 2016.

Councilmember Cummings seconded. Councilmembers Cummings, Williams, and Zollinger voted yes with Councilmember Duffin excused and Councilmember Callahan absent. (A copy of the agenda is included as Attachment "A".)

Approval of minutes of the previous meeting

The Council reviewed the minutes of the City Council Meeting for March 10, 2016.

Councilmember Williams moved to approve the minutes for March 10, 2016.

Councilmember Cummings seconded. Councilmembers Cummings, Williams, and Zollinger voted yes with Councilmember Duffin excused and Councilmember Callahan absent. (A copy of the minutes is included as Attachment "B".)

Report on P & Z Meeting held March 17, 2016

Development Coordinator Harry Meadows reported on the Planning Commission Meeting held March 17, 2016. There was discussion regarding the Tibbitts Subdivision that had not yet been recorded and property transferred to the City. Mayor Johnson explained that through the negotiations regarding the 450/550 North Road project, there are items which are still being worked through. This is in the process; however, not all of

the signatures have yet been received. This is being proactively addressed. (A copy of the draft minutes for this meeting are included as Attachment "C".)

Councilmember Michael Callahan arrived at the meeting at this time.

Interlocal Agreement with Providence City regarding Sewer

Brett Hadfield discussed with the Council the Providence City sewer lines which had been previously installed on property currently in the Views at Copper Leaf Subdivision. Because of the layout of the subdivision, it was requested that some of the sewer lines be relocated in proposed roadways. This proposal had been reviewed and accepted by the Providence City Planning Commission and the Providence City Council. An interlocal agreement had been prepared and Providence City Mayor Calderwood had signed it.

Mr. Hadfield reviewed the plat of the subdivision showing the sewer line locations currently and proposed. There was also discussion about the lot lines being perpendicular with the roadways; the Council did not feel that there was a problem as to how this subdivision had been drawn.

The Council reviewed the Interlocal Agreement – Providence Sewer Lines in Millville City Limits. **Councilmember Williams moved to accept the Interlocal Agreement regarding Providence Sewer Lines in the Views at Copper Leaf Subdivision.** Councilmember Cummings seconded. Councilmembers Callahan, Cummings, Williams, and Zollinger voted yes with Councilmember Duffin excused. (A copy of the Interlocal Agreement is included with the minutes as Attachment "D".)

Consideration for a Business License for Stellar Collision Repair at 380 North 200 East

Craig Nielson requested a business license for Stellar Collision Repair at 380 North 200 East. He explained he had been in this service business for about 35 years. He has been willing to help with various projects but didn't feel that he could charge because he did not have a business license. He would like to continue doing as he has but would like to be able to be paid for his service. He has applied for the required state licensing for this business. He explained about paint pollutants and what the emission capacities are for various paints according to federal and state guidelines.

The Council questioned what the hours of operation for this home business would be; he indicated it would be after 5 p.m., as he is employed full time. He explained he would only have one vehicle at a time being worked on and it would be in his garage.

The Council also questioned the noise and the concern it may be for his neighbors. Mr. Nielson indicated it would be minimal. He indicated he liked his neighbors and wanted to keep them happy.

Mr. Nielson explained there would be no materials disposed into the septic system. He rarely has any materials left over, as this is not cost efficient. He did not propose any expansion for this business in the future.

Councilmember Callahan moved to approve a business license for Stellar Collision Repair. Councilmember Williams seconded. Councilmember Cummings reiterated that the repairs are to be in the garage with no storage of auto parts outside. Councilmembers Callahan, Cummings, Williams, and Zollinger voted yes with Councilmember Duffin excused. (A copy of the license application is included with the minutes as Attachment "E".)

Review of Impact Fee Analysis Amounts for Road, Park, and Water Fees; Review of Proposed Ordinance / Consideration for Setting a Public Hearing

Mayor Johnson reviewed the Impact Fee Analysis which had been provided by Lewis Young Robertson & Burningham. A correction to the reference of the ¾" water line was removed from the Water Impact Fee Analysis. The water impact fee amount remained the same. (A copy of the Impact Fee Analysis is included with the minutes as Attachment "F".)

The Council reviewed the Impact Fee Ordinance that had been prepared by Attorney Jorgensen to consolidate all of the impact fees into one chapter of the code. (This is included with the minutes as Attachment "G".)

In Section 3.16.050 A (2) it states the ordinance should be made available at least fourteen days before the date of the hearing; however, it had been previously reviewed with the Council to be ten days. This needs to be identified making sure it is in compliance with the law.

There was discussion about Section 3.16.020 identifying the current impact fees to be repealed by having the current code numbers listed in this ordinance.

There was also discussion about the use of property purchased with impact fee monies. It was suggested that if land was purchased for stormwater retention or some other reason and was later changed to be used as a park, the impact fees would need to be returned. The discussion continued relating various scenarios of land use on private versus public property. There was no consensus to this discussion.

It was noted that the proposed impact fee amounts had been rounded to make the bookkeeping easier. Also, there was a concern expressed for the amount of the impact fees for parks versus what is being required for transportation or water.

This was continued to the next meeting for further clarification.

Projected Cost Increases in the Stormwater Budget for Fiscal Year 2016

Superintendent Gary Larsen reviewed with the Council information regarding the new stormwater requirements that are to be implemented by July 1. J-U-B Engineers has suggested to address these new requirements with a stormwater coalition of several communities in Cache County. The cost to participate in this would be \$3,600. This will include training for as many participants as desired and would also provide templates to be used to complete the new requirements. (A copy of the information provided is included with the minutes as Attachment "H".)

Superintendent Larsen explained there are several facets to maintain compliance with the stormwater guidelines. The first training class will be held on April 4, 2016 from 1–4 p.m. He reported he would like to have Chad take over the stormwater inspections as his responsibility. Chad has completed training to be a stormwater inspector, but he must do so many inspections to remain certified. Treasurer Hobbs will also be involved in helping with this program.

Councilmember Williams moved to approve \$3,600 to participate in the stormwater classes. Councilmember Zollinger seconded. Councilmembers Callahan, Cummings, Williams, and Zollinger voted yes with Councilmember Duffin excused.

Proposal regarding Automated Water Meter Reading System

Superintendent Larsen reviewed information provided by MeterWorks for an Auto Water Meter system. He explained he currently has one meter left in stock to use. He explained with the growth spurt that is happening, now is the time to make the transition to the automatic system. He proposed ordering 100 meters which would supply the new construction as well as doing some retrofitting. The cost for the meters was bid to be \$37,655. This does not include the needed software and training to upgrade Caselle. Treasurer Hobbs indicated she would be able to find out a cost for doing this at her upcoming conference. He would then propose to order 300 additional meters in fiscal year 2017; the cost would be approximately \$90,000. (A copy of the information presented is included with the minutes as Attachment "I".)

Councilmember Cummings moved to approve \$37,655 for Neptune MeterWorks for the Automated Meter Reading project from the water account. Councilmember Zollinger seconded. Councilmembers Callahan, Cummings, Williams, and Zollinger voted yes with Councilmember Duffin excused.

Bills to be paid

The bills were presented. They are as follows:

Mike Johnson	50.00	Water
Tara Hobbs	43.20	Water
Ryan Zollinger	627.84	Water
Rose Mary Jones	51.60	General
Melanie Nichols	187.51	Easter
Julianne Duffin	6.37	Youth Council
Cache Valley Publishing	69.94	P&Z
Questar	256.98	NorthPark/Building
CenturyLink	181.30	General
Semi-Service	788.57	Road
Wells Fargo Bank	500.00	Water
Kylie Hatch	75.00	Water
Crystal Marie Jensen	75.00	Water
South Fork Hardware	17.98	Water
Watkins Printing	863.00	Safety
Staples	69.98	General
IPACO	16.94	Road
Rocky Mountain Power	1,175.74	Street lights
ACN Communications	17.58	Building
Comcast	49.95	Building
Maverik	237.65	Park
Olson & Hoggan	855.00	Legal
J-U-B	20,708.98	General/Water/Stormwater
Salary Register	9,321.60	

Councilmember Cummings moved to pay the bills for March 24, 2016.

Councilmember Williams seconded. Councilmembers Callahan, Cummings, Williams, and Zollinger voted yes with Councilmember Duffin excused.

City Reports

Roads/Sidewalks:

Superintendent Larsen reported on a Flood Scoping Meeting with FEMA he attended. FEMA representatives are gathering information to update and define flood plains in the area. A study completed by TERRACON during one of our water projects was given to the representatives to provide information on the alluvial fan in the eastern part of our community. They are searching for changes or recommendations to be used as they update the information. They will be doing a fly over and looking at the lower part of the Blacksmith Fork River as well as the Logan River to document changes to the flood plain.

Superintendent Larsen indicated the ULC&T Road School is April 19-22 in St. George. He is planning to have Chad participate in this.

He reported on a meeting to be held with the Mond-Aire developers tomorrow. The signs are to be identified and ordered. He showed a plat of this subdivision and is only planning to place one stop sign at approximately 380 East 200 North. The other street signs will also be ordered. The cost for the signs will be approximately \$3,000. They will be installed nearing the end of the construction phase in the area.

The 450/550 North project is in progress. The storm drain being installed from the canal on 450 North toward the west has been started. Several of the trees along the roadway have been removed. The agreement with the Mathews property has been reached and there is a Right of Occupancy Agreement which has been signed. There were concerns expressed for relocation of the utilities at 450 North and Main; CenturyLink has the most infrastructure to relocate.

There has been fiber-optic cable installed on 200 North from Main Street to the high school. This project has just been completed.

There was information provided for the Council's consideration on two proposed roads. As projects are considered and reviewed to construct roads in the areas of Center Street to 100 North on 200 East and also 400 North from Main Street eastward, the information may prove helpful. (A copy of this information is included with the minutes as Attachment "J".)

City Parks:

Superintendent Larsen reported the restrooms are now open for the season.

Culinary Water System:

Superintendent Larsen reported there is a Water Rights Certificate Training on April 14-15 in Salt Lake City. The cost is \$335 or \$195 without the exam. This is sponsored by the Division of Water Rights and also Rural Water Association of Utah.

Superintendent Larsen has tried to follow up with Michael Grange on a request sent to the Drinking Water Board. The City proposed using funds from our Capital Replacement Fund. So far, he has not been able to make contact to verify the request had been reviewed.

The Garr Spring winter water ends on March 31, with the City going back on the wells as of April 1.

Superintendent Larsen proposed hiring someone for summer part-time work to help with parks. The person may also be used to help with the installation of water meters. It was proposed to have this employment opportunity posted at the posting boards.

Review of Non-Standard Lots

Development Coordinator Meadows reviewed from our Code information in Title 16 and Title 17 regarding non-standard lots. A discussion ensued about variances and the guidelines for them. This item was to be again discussed at the next Council Meeting. There was also a discussion about the Board of Adjustment which has now been identified to be the Appeal Authority.

Proposals for FY 2017 Department Budgets

Mayor Johnson requested the Council's input regarding department budgets. Several items were submitted to be considered for the Fiscal Year 2017 budget process.

Councilmember Reports

The Councilmember Reports list is included with the minutes as Attachment "K".

Councilmember Cummings reported she is working on getting a committee for the City Celebration. She is proposing some changes and is trying to determine the costs for having a movie on Friday night or perhaps fireworks. There was discussion about the dinner which has been free, but the cost is proposed to increase; most of the other communities charge for the meal. This will be discussed again at a future meeting,

Councilmember Williams indicated he would not be able to attend the Utah League of Cities and Towns Training in St. George as planned.

Other items for Future Agendas

Councilmember Callahan discussed the Community Fair Booth. He will prepare a flyer to go on the Post Office Posting Board asking for volunteers to work on this project. He will also request volunteers in the City Newsletter.

Councilmember Cummings indicated she had been approached by Meagan Hadfield for Silicone Plastics to do something for the community in behalf of their company. The Council may want to think about this and offer suggestions.

Councilmember Williams had been approached about a stop sign on 100 West to encourage safety for the school. There was discussion about the differing times between the elementary and high school; however, it was also suggested that with a high school, there is a steady traffic flow. It was determined to wait until the school gets started to see what the traffic and other concerns really are.

Development Coordinator Meadows questioned a plat prepared by J-U-B for the Mond-Aire Subdivision. This now has a signature box for Bear River Health Department, which is not identified in our code to be included.

There was also discussion about the original subdivision proposal to have five phases; however, they are now considering combining the rest of the lots that have not been approved into one phase. If this happens, there was concern about ingress and egress for the subdivision. The Center Street road was identified to be connected to the lower part of the road during the final phase. There is a meeting tomorrow with Mond-Aire developers; this may provide more insight on what is planned.

Adjournment

Councilmember Cummings moved to adjourn the meeting. Councilmember Williams seconded. Councilmembers Callahan, Cummings, Williams, and Zollinger voted yes with Councilmember Duffin excused. The meeting adjourned at 9:20 p.m.

MILLVILLE PLANNING COMMISSION MEETING

City Hall - 510 East 300 South - Millville, Utah

April 7, 2016

1. Roll Call:

Commissioners Lynette Dickey, Bonnie Farmer, Garrett Greenhalgh, Natalie Smith (Alt.), and Larry Lewis (Alt.)

Others Present:

Development Coordinator Harry Meadows, Councilman Michael Callahan, Olaf Nervig, Todd & Jenny Condie, Dan Hunsaker, Tiffany & Michael Torrey. Secretary Adria Davis recorded the minutes.

2. Opening Remarks/Pledge of Allegiance

Commissioner Dickey opened the meeting at 8:01 p.m. She led those present in the Pledge of Allegiance.

3. Review and Approval of agenda

The agenda for the Planning Commission meeting of April 7, 2016 was reviewed. A motion was made by Commissioner Farmer to approve the agenda as presented. Commissioner Smith (Alt.) seconded. Commissioners Dickey, Farmer, Greenhalgh, Smith (Alt.), and Lewis (Alt.) voted yes.

4. Review and Approval of the Minutes of the Planning Commission Meeting

The minutes for the meeting of Mar 17, 2016 were reviewed. A motion was made by Commissioner Lewis (Alt.) to approve the minutes as outlined. Commissioner Greenhalgh seconded. Commissioners Dickey, Farmer, Greenhalgh, Smith (Alt.), and Lewis (Alt.) voted yes.

Commissioner Thompson and Chairman Hart arrived at the meeting.

5.A. Consideration of zoning clearance for a building permit by Olaf Nervig, for an accessory building on the property located at 85 West 200 North in Millville.

Olaf will be removing the existing 12' x 20' carport and replacing it with a new 20' x 20' carport which has a roof and open framing. The structure will be half anchored into the existing concrete and half anchored 3' into the ground, the same as a mobile home anchor. It's built to withstand 90 mph winds, and 40 lb. snow capacity. Commissioner Greenhalgh moved to approve the clearance. Commissioner Dickey seconded. Commissioners Dickey, Hart, Farmer, Thompson, and Greenhalgh voted yes.

5.B. Consideration of zoning clearance for a building permit by Adam and Megan Miller, for a residence to be located at 135 North 430 East, Mond-Aire Heights Subdivision lot #14, in Millville.

As the Millers were not present, Chairman Hart made a motion to skip ahead to item 5.C. Commissioner Dickey seconded. Commissioners Dickey, Hart, Farmer, Thompson, and Greenhalgh voted yes.

5.C. Consideration of change from Lot #8 to Lot #16 in the Mond-Aire Heights Subdivision for Todd and Jenny Condie on preapproved residence.

The same residence is being built that has already been approved; only the location and orientation on the lot are changing. The new lot is slightly smaller in size. The commissioners reviewed the setbacks for this corner lot. Using 400 East as the frontage to the house it would have a 25' rear setback. Commissioner Dickey made a motion to approve the building clearance for this new lot #16. Commissioner Lewis (Alt.) seconded. Commissioners Dickey, Hart, Farmer, Thompson, and Greenhalgh voted yes.

Chairman Hart made a motion to return to item 5.B. Commissioner Dickey seconded. Commissioners Dickey, Hart, Farmer, Thompson, and Greenhalgh voted yes.

5.B. The Millers were still not present so Commissioner Thompson contacted them by phone (She is a relative). They wanted to proceed but were unable to attend. The commission continued with the review of their building clearance.

Commissioner Thompson made a motion to approve the building clearance, Commissioner Greenhalgh seconded. Commissioners Dickey, Hart, Farmer, Thompson, and Greenhalgh voted yes.

6.A. Ordinance change re: facilities for the elderly

Commissioner Greenhalgh had put together some proposed changes that will be reviewed at a later meeting.

6.B. City Council Reports – review minutes from Mar 24, 2016 meeting.

The commissioners were given copies of the minutes. Some discussion was held about what the impact fees were and what they covered (\$12,500 = roadway, parks, water, storm water, infrastructure integrity, hillside overlay).

6.C. Agenda Items for Next Meeting

Discussion – Ordinance on Elderly facilities

7. Calendaring of future Planning and Zoning Meeting

The next meeting will be held Thursday, April 21, 2016.

8. Assignment of Representative for City Council Meeting

No representative was assigned.

9. Adjournment

Chairman Hart moved to adjourn the meeting at 8:46 p.m.

Commissioner Lewis (Alt.) seconded.

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
MILLVILLE CITY
FOR
LAW 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 Millville City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County 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 Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

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

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

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all necessary law enforcement investigation, protection and service 24-hours per day to reasonably enforce all State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.
- F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.
- 5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
- 6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
- 7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
- 8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occurs 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 occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim 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, 2016 and shall run for a one year period. With the consent of the Millville City Council, this Agreement may be renewable 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 CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of his or her determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision 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 Auditor, 179 North Main Street, Logan, Utah 84321 on or before December 31, 2016. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

IN WITNESS WHEREOF, the City of Millville, by approval of the Millville 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

Craig Butters, County Executive

ATTEST: (seal)

Clerk

CITY OF Millville

Approved as to form and as
Compatible with State law:

Legal Counsel

Mayor

ATTEST: (seal)

Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2016 through June 30, 2017. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$48.53 per hour. State Liquor Control Funds will be expended at \$48.53 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 16,111.96	332
TOTAL	\$ 16,111.96	

State Liquor Funds can be paid to the COUNTY as the CITY receives them. The CITY agrees to meet or exceed the level of State Liquor Funds identified above.

The COUNTY will supply, at the direction of the Sheriff, approximately 628 hours additional patrol coverage as available to the CITY.

The CITY shall be charged for only one deputy when that deputy has an additional deputy in training working with them. Reserve deputies while performing their volunteer function will not charge their time to the CITY.

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
MILLVILLE CITY
FOR
ANIMAL CONTROL 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 Millville 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 animal control functions 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 herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary animal control and to enforce State laws and City ordinances within the corporate limits of Millville City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or

manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from 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 animal control services which fall under regular business hours from 8:00 am to 6:00 pm, Monday thru Friday, and all *emergency* animal control services 24-hours per day, to reasonably enforce all state laws, federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Investigate complaints from the public regarding animal bites, nuisance, stray, uncontrolled, dangerous, wild, or diseased *domestic* animals. *Emergency animal control services will include the following: vicious animals, animal bites and traffic hazards involving domestic animals or livestock.*
 - B. Patrol assigned areas, respond to calls for service, and issue citations for violations of animal regulations, ordinances, or laws.
 - C. Impound stray, vicious, or diseased *domestic* animals or *livestock* according to city or state regulations, ordinance, or laws.
 - D. It is agreed that the cost per hour for animal control 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.
 - E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a 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 full fill animal control function.

6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occurs 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. The CITY shall be responsible and indemnify COUNTY for any costs associated with the housing of impounded animals or any other costs associated with the Animal Welfare Act of Utah.
10. 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 occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all

claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.

11. 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.
12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2016 and shall run for a one year period. With the consent of the Millville City Council, this Agreement may be renewable 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 CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of 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 provision 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.

13. 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.
14. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 on or before December 31, 2016. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

IN WITNESS WHEREOF, the City of Millville, by approval of the Millville 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

Craig Buttars, County Executive

ATTEST: (seal)

Clerk

CITY OF Millville

Approved as to form and as
Compatible with State law:

Legal Counsel

Mayor

ATTEST: (seal)

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, 2016 through June 30, 2017. The cost to furnish animal control services to Millville City is \$32.00 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 3,776.00	118
TOTAL	\$ 3,776.00	

MILLVILLE CITY

CODE AMENDMENT

CODE AMENDMENT NUMBER _____ ADOPTED _____

WHEREAS, Millville City (the “City”) is a local political subdivision of the State of Utah, authorized and organized under the provisions of Utah law; and

WHEREAS, the City has legal authority, pursuant to Title 11, Chapter 36a Utah Code Annotated, as amended (“*Impact Fees Act*” or “*Act*”), to impose development impact fees as a condition of development approval, which impact fees are used to defray capital infrastructure costs attributable to growth activity; and

WHEREAS, the City has historically assessed said impact fees as a condition of development approval in order to appropriately assign capital infrastructure costs to development in an equitable and proportionate manner; and

WHEREAS, Lewis Young Robertson & Burningham, Inc., the impact fee consultants retained by the City, have reviewed and evaluated the Service Area (“*Service Area*”) attached hereto in *Exhibit A: Map of the Impact Fee Service Area*, and have determined that it is in the City’s best interest to revise the aforementioned impact fees, to account for changes to capital facilities planning, land use planning, and the like; and

WHEREAS, the City Council directed Lewis Young Robertson & Burningham, Inc. to prepare a Written Impact Fee Analysis which was conducted consistent and in compliance with the Impact Fees Act (specifically Utah Code Ann. § 11-36a-201 et seq). Copies of said Analysis are included in *Exhibit B: Written Impact Fee Analysis*;

NOW, THEREFORE, the City Council of the City of Millville, Utah, after giving notice of the required public hearing on April ____, 2016, and holding the required public hearing on April 28, 2016, hereby adopts, passes and publishes the following:

AN ORDINANCE REVISING AND PRESCRIBING A POLICY FOR IMPACT FEES FOR CULINARY WATER, TRANSPORTATION, AND PARKS, ESTABLISHING AND ADOPTING CAPITAL FACILITIES PLANS OR OTHER REASONABLE PLANS AND THE ASSOCIATED IMPACT FEE ANALYSIS, AND ADOPTING IMPACT FEES FOR THE PROVISION OF SAID SERVICES, ESTABLISHING A SERVICE AREA FOR EQUITABLE DISTRIBUTION OF THE IMPACT FEES, AND OTHER RELATED MATTERS.

BE IT ORDAINED, by the City Council of the City of Millville, Utah, as follows:

1. Chapter 3.16 of the Millville Municipal Code entitled Municipal Impact Fees is hereby amended to read as follows:

CHAPTER 3.16

MUNICIPAL IMPACT FEES

Section 3.16.010	Purpose
Section 3.16.020	Effect on Previous Ordinance
Section 3.16.030	Definitions
Section 3.16.040	Written Impact Fee Analysis
Section 3.16.050	Impact Fee Calculations
Section 3.16.060	Capital Facilities Plans; Reasonable Plans
Section 3.16.070	Impact Fee Schedules and Calculations
Section 3.16.080	Fee Exceptions and Adjustments
Section 3.16.090	Appeal Procedure
Section 3.16.100	Miscellaneous

Section 3.16.010 ***PURPOSE***

This Impact Fee Ordinance revises and prescribes the City's impact fee policies and procedures and is promulgated pursuant to the requirements of the Utah Impact Fees Act. Further, this Ordinance:

- A. Revises currently assessed impact fees within the Service Area,
- B. Describes certain capital improvements to be funded by impact fees,
- C. Provides a schedule of impact fees for differing types of land-use development, and
- D. Sets forth direction for challenging, modifying and appealing impact fees.

Section 3.16.020 ***EFFECT ON PREVIOUS ORDINANCE.***

The existing impact fee ordinance of Millville, Utah is superseded and amended to read as set forth in this Ordinance; provided, however, that this Ordinance shall be deemed a continuation of the previous Ordinance, and not a new enactment, insofar as the substance of revisions of the previous Ordinance is included, whether in the same or in different language; and this Ordinance shall be so interpreted upon all questions of construction.

Section 3.16.030 ***DEFINITIONS***

Words and phrases that are defined in the Act shall have the same definition in this Impact Fee Policy. The following words and phrases shall have the following meanings:

- A. “Building permit fee” means the fees charged to enforce the uniform building codes adopted by the City and/or the State of Utah.
- B. “Capital facilities plan” or “Capital Improvement Plan” means the plan or other reasonable plan for capital improvements, required and allowed by Section 11-36a-301 of the Act. In Section 11-36a-301 (3) there is an exception to the Capital Facilities Plan for Cities of 5,000 or less in population, based on the latest census. Millville City meets this exception, however, Capital Facilities Plans and/or Capital Improvement Plans have been prepared and are included in Exhibit C of this document. Reference to the City’s Capital Facilities Plans and/or Capital Improvement Plans shall also refer to any CFP and reasonable plan prepared and included in Exhibit C.
- C. “City” means a local political subdivision of the State of Utah and is referred to herein as Millville City (the “City”).
- D. “Development activity” means any construction or expansion of a building, structure or use, any change in use of a building or structure, or any change in the use of land that creates additional demand and need for public facilities. Development activity will include all development that will connect to the referenced systems.
- E. “Development approval” means any written authorization from the City that authorizes the commencement of development activity.
- F. “Impact fee” means a payment of money imposed upon development activity as a condition of development approval. “Impact fee” includes development impact fees, but does not include a tax, special assessment, hookup fee, building permit fee, fee for project improvements, or other reasonable permit or application fees.
- G. “Project improvements” mean site improvements and facilities that are planned and designed to provide service for development resulting from a development activity and are necessary for the use and convenience of the occupant or users of development resulting from a development activity. “Project improvements” do not include “system improvements” as defined below.
- H. “Proportionate share” of the cost of public facility improvements means an amount that is roughly proportionate and reasonably related to the service demands and needs of development activity.
- I. “Public facilities” mean system improvements of the City relating to the services for which impact fees will be assessed.

- J. “Service area” refers to a geographic area designated by the City based on sound planning or engineering principles in which a defined set of the City’s public facilities provides service. The service area for purposes of this analysis is shown in Exhibit A.
- K. “System improvements” refer both to existing public facilities designed to provide services to the service area within the City at large and to future public facilities identified in a reasonable plan for capital improvements adopted by the City that are intended to provide service to service areas within the City at large. “System improvements” do not include “Project Improvements” as defined above.

Section 3.16.040 WRITTEN IMPACT FEE ANALYSIS

- A. Executive Summary. A summary of the findings of the Written Impact Fee Analysis that is designed to be understood by a lay person is included in the *Written Impact Fee Analysis* (Exhibit B) and demonstrates the need for impact fees to be charged. A copy of the Executive Summary is included in the *Written Impact Fee Analysis* (Exhibit B) and has been available for public inspection at least fourteen (14) days prior to the adoption of this ordinance.
- B. Written Analysis. The City has prepared a Written Impact Fee Analysis (Exhibit B) for the impact fees that identifies the impact upon the public utilities and systems required by the development activity and demonstrates how those impacts on system improvements are reasonably related to the development activity, estimates the proportionate share of the costs of impacts on system improvements that are reasonably related to the development activity and identifies how the impact fees are calculated. A copy of the *Written Impact Fee Analysis* (Exhibit B) has been available for public inspection at least fourteen (14) days prior to the adoption of this ordinance.
- C. Proportionate Share Analysis. The City prepared a Proportionate Share Analysis which analyzes whether the proportionate share of the costs of future public facilities is reasonably related to new development activity. The Proportionate Share Analysis identifies the costs of existing public facilities, the manner of financing existing public facilities, the relative extent to which new development will contribute to the cost of existing facilities and the extent to which new development is entitled to a credit for payment towards the costs of new facilities from general taxation or other means apart from user charges in other parts of the City. A copy of the Proportionate Share Analysis is included in *Exhibit B: Written Impact Fee Analysis* and has been available for public inspection at least fourteen (14) days prior to the adoption of this Ordinance.

Section 3.16.050 **IMPACT FEE CALCULATIONS**

- A. Ordinance Enacting Impact Fees. The City Council, by this ordinance, approves and imposes impact fees in accordance with the Written Impact Fee Analysis set forth in *Exhibit B: Written Impact Fee Analysis*. Unless otherwise provided by the City Council, impact fees shall be due at the time of an application for a building permit, and paid to the City prior to the issuance of a building permit by City.
- (1) Elements. In calculating the impact fee, the City has included the construction contract price, land acquisition costs, costs of improvements, material costs, fees for engineering services provided for and directly related to the construction of system improvements, and debt service charges if the City might use impact fees as revenue stream to pay principal and interest on bonds or other obligations to finance the cost of system improvements.
 - (2) Notice and Hearing. Before approving the ordinance, the City held a public hearing on April 28, 2016 and made a copy of the ordinance available to the public at least ten (10) days before the date of the hearing, all in conformity with the requirements of Utah Code Annotated 10-9a-205. After the public hearing, the City Council adopted this Impact Fee Ordinance as presented herein.
 - (3) Contents of the Ordinance. This ordinance adopting or modifying municipal impact fees contains such detail and elements as deemed appropriate by the City Council, including a designation of the service area within which the impact fee is to be calculated and imposed. The service area for this impact fee Ordinance includes the area shown in Exhibit A. The ordinance includes (i) a schedule of impact fees imposed for each type of system improvement or (ii) the formula used or to be used by the City in calculating the impact fees, or both. A copy of this requirement is included in *Exhibit B: Written Impact Fee Analysis*.
 - (4) Adjustments. The standard impact fee may be adjusted at the time the fee is charged in response to unusual circumstances or to fairly allocate costs associated with impacts created by a development activity or project. The standard impact fee may also be adjusted to insure that impact fees are imposed fairly for affordable housing projects, in accordance with the local government's affordable housing policy, and other development activities with broad public purposes.
 - (5) Previously Incurred Costs. To the extent that the new growth and development will be served by previously constructed improvements,

the City's impact fees may include public facility and bond costs previously incurred by the City. These projects are included in the calculation of the impact fees and are under construction or completed but have not been utilized to their capacity, as evidenced by outstanding debt obligations, engineering analysis, or otherwise.

- B. Developer Credits. A developer may be allowed a credit against impact fees for any dedication of land or, improvement to, or new construction of system improvements provided by the developer provided that (i) it is identified in the City's capital facilities or other reasonable plan and (ii) required by the City as a condition of approving the development activity. Otherwise, no credit may be allowed.
- C. Impact Fees Accounting. The City will establish separate interest-bearing ledger accounts for each type of public facility for which an impact fee is collected and deposited into the appropriate ledger account. Interest earned on each fund or account shall be segregated to that account.
1. Reporting. At the end of each fiscal year, the City shall prepare a report on each fund or account generally showing the source and amount of all monies collected, earned and received by the fund or account and each expenditure from the fund or account.
 2. Impact Fee Expenditures. The City may expend impact fees covered by the Impact Fee Policy only for system improvements that are (i) public facilities identified in the City's Capital Facilities Plan or other reasonable plan and (ii) of the specific public facility type for which the fee was collected.
 3. Time of Expenditure. Impact fees collected pursuant to the requirements of this Impact Fee Policy are to be expended, dedicated or encumbered for a permissible use within six years of the receipt of those funds by the City, unless otherwise directed by the City Council. For purposes of this calculation, the first funds received shall be deemed to be the first funds expended.
 4. Extension of Time. The City may hold previously dedicated or unencumbered fees for longer than six years if it identifies in writing (i) an extraordinary and compelling reason why the fees should be held longer than six years and (ii) an absolute date by which the fees will be expended.
- D. Refunds. The City shall refund any impact fees paid by a developer, plus interest actually earned when (i) the developer does not proceed with the development activity and files a written request for a refund; (ii) the fees have

not been spent or encumbered; and (iii) no impact has resulted. An impact that would preclude a developer from a refund from the City may include any impact reasonably identified by the City, including, but not limited to, the City having sized facilities and/or paid for, installed and/or caused the installation of facilities based, in whole or in part, upon the Developer's planned development activity even though that capacity may, at some future time, be utilized by another development.

- E. Other Impact Fees. To the extent allowed by law, the City Council may negotiate or otherwise impose impact fees and other fees different from those currently charged. Those charges may, at the discretion of the City Council, include, but not be limited to, reductions or increases in impact fees, all or part of which may be reimbursed to the developer who installed improvements that service the land to be connected with the City's system.
- F. Additional Fees and Costs. The impact fees authorized hereby are separate from and in addition to user fees and other charges lawfully imposed by the City, such as engineering and inspection fees, and other fees and costs that may not be included as itemized component parts of the Impact fee schedule. In charging any such fees as a condition of development approval, the City recognizes that the fees must be a reasonable charge for the service provided.
- G. Fees Effective at Time of Payment. Unless the City is otherwise bound by a contractual requirement, the impact fees shall be determined from the fee schedule in effect at the time of payment in accordance with the provisions of Section 3.16.050.A., above, and Section 3.16.070, below.
- H. Imposition of Additional Fee or Refund After Development. Should any developer undertake development activities such that the ultimate density or other impact of the development activity is not revealed to the City, either through inadvertence, neglect, a change in plans, or any other cause whatsoever, and/or the impact fee is not initially charged against all units or the total density within the development, the City shall be entitled to charge an additional impact fee to the developer or other appropriate person covering the density for which an impact fee was not previously paid.

Section 3.16.060 CAPITAL FACILITIES PLANS; REASONABLE PLANS

- A. Capital Facilities Plans; Reasonable Plans. The City has prepared Capital Improvement Plans or other reasonable plans for water (based on an existing Master Plan for water), transportation, and a Master Plan for Parks. The Plans have been prepared based on reasonable growth assumptions for the City, general demand characteristics of future users of each system, and engineering principles. Furthermore, the Plans identify the impact on system improvements created by development activity and

estimate the proportionate share of the costs of impacts on system improvements that are reasonably related to new development activity.

Section 3.16.070 *IMPACT FEE SCHEDULES & CALCULATIONS*

- A. Maximum Supportable Impact Fees. The fee schedules included herein represent the maximum Impact Fees which the City may impose on development within the defined service area and are based upon general demand characteristics and potential demand that can be created by each class of user. The City reserves the right under the Impact Fees Act (Utah Code 11-36a-402(1)(c,d)) to assess an adjusted fee to respond to unusual circumstances to ensure that the fees are equitably assessed.

This adjustment may result in a higher fee if the City determines that a user would create a greater than normal impact on the system. The City may also decrease the fee if the developer provides documentation that the proposed impact will be less than what could be expected given the type of user (Utah Code 11-36a-402).

WATER IMPACT FEES:	\$3,050.00
TRANSPORTATION IMPACT FEES:	\$1,760.00
PARKS AND RECREATION IMPACT FEES:	\$5,330.00
TOTAL:	\$10,140.00

Further calculation and presentation is included in the Exhibit B: Millville City Impact Fee Analysis.

Section 3.16.080 *FEE EXCEPTIONS AND ADJUSTMENTS*

- A. Waiver for “Public Purpose”. The City Council may, on a project by project basis, authorize exceptions or adjustments to the then Impact Fee structure for those projects the City Council determines to be of such benefit to the community as a whole to justify the exception or adjustment. Such projects may include facilities being funded by tax-supported agencies, affordable housing projects, or facilities of a temporary nature.

- (1) Procedures. Applications for exceptions are to be filed with the City at the time the applicant first requests the extension of service to the applicant’s development or property.

Section 3.16.090 **APPEAL PROCEDURE**

- A. Any person or entity that has paid an Impact Fee pursuant to this Ordinance may challenge the Impact Fee by filing:
 - 1. An appeal to the City pursuant to paragraph B, C and D of this Section 3.16.090;
 - 2. A request for arbitration or other procedure, as provided in Utah Code Ann. § 11-36a-701 to 705, as amended; or
 - 3. An action in state district court as provided in Utah Code Ann. § 11-36a-703(2), as amended.
- B. Application. Any person or entity that has paid an Impact Fee pursuant to this Ordinance may challenge or appeal the Impact Fee by filing a written notice of appeal with the City Council within 30 days of the date that the fee was paid, or within such other time limit as set by Utah Code Ann. §11-36a-702.
- C. Hearing. Upon receiving the written notice of appeal, the City Council shall set a hearing date to consider the merits of the challenge or appeal. The person or entity challenging or appealing the fee may appear at the hearing and present any written or oral evidence deemed relevant to the challenge or appeal. Representatives of the City may also appear and present evidence to support the imposition of the fee.
- D. Decision. The hearing panel, which shall consist of the City Council or such other body as the City shall designate, shall hold a hearing and make a decision within 30 days after the date the challenge or appeal is filed.

Section 3.16.100 **MISCELLANEOUS**

- A. Severability. If any section, subsection, paragraph, clause or phrase of this Impact Fee Ordinance shall be declared invalid for any reason, such decision shall not affect the remaining portions of this Impact Fee Ordinance, which shall remain in full force and effect, and for this purpose, the provisions of this Impact Fee Ordinance are declared to be severable.
- B. Interpretation. This Impact Fee Ordinance has been divided into sections, subsections, paragraphs and clauses for convenience only and the interpretation of this Impact Fee Ordinance shall not be affected by such division or by any heading contained herein.

- C. Effective Date. Except as otherwise specifically provided herein, this Impact Fee Ordinance shall not repeal, modify or affect any other impact fee of the City in existence as of the effective date of this Ordinance. All impact fees established, including amendments and modifications to previously existing impact fees, after the effective date of this Ordinance shall comply with the requirements of this Impact Fee Ordinance. This Code Amendment shall take effect ninety (90) days after the day on which this Impact Fee Ordinance is approved.

ADOPTED AND PASSED by the City Council of Millville City, Cache County, State of Utah, this ____ day of _____, 2016.

MILLVILLE CITY

Mike E. Johnson
Mayor

ATTEST:

Rose Mary A. Jones
City Recorder

Voting Status:

Michael Callahan _____
Cindy Cummings _____
Julianne Duffin _____
Mark Williams _____
Ryan Zollinger _____

I, Rose Mary A. Jones, City Recorder of Millville, Cache County, Utah hereby certify that I, on the ____ day of _____, 2016 in the City of Millville, County of Cache, State of Utah, posted the foregoing Code Amendment _____ in a likely manner, a copy of which is hereto attached, in each of three of the most public places in the said City of Millville, to wit:

1. Millville City Office – 510 East 300 South
2. Millville City North Park – 410 North 100 East
3. Millville City Post Office – 70 West 200 North

WITNESS my hand this ____ day of _____, 2016.

Rose Mary A. Jones

Exhibit A: Map of the City-wide Service Area

Exhibit B: Millville City Impact Fee Analysis

Exhibit C: Millville City Capital Improvement Plans
