

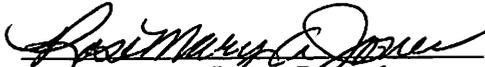
## NOTICE AND AGENDA

Notice is hereby given the Millville City Council will hold their regularly scheduled council meeting on Thursday, May 26, 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 Mark Williams.
3. Approval of agenda and time allocation.
4. Approval of minutes of the previous meeting – May 12, 2016.
5. Action Items—
  - A. Report on P & Z Meeting held May 19, 2016 –Planning Commissioner Lynette Dickey–7:03 p.m.
  - B. Consideration for a Temporary Ban on Fireworks East of 500 East – Mayor Michael Johnson –
  - C. Request for a Business License for Covenant Consulting Group, Inc. at 190 West 265 South – Ross Bowen – 7:05 p.m.
  - D. Request for a Business License for Vivint Solar Developer, LLC for Door-to-Door Solicitation as requested by Dan Black – 7:10 p.m.
  - E. PUBLIC HEARING – 7:15 p.m.  
The purpose of the hearing is to receive comment on a Resolution to Initiate the Creation of the Cache Water District.
  - F. Concern for Traffic on 100 North – Lynette Dickey – 7:20 p.m.
  - G. Proposal of an Eagle Scout Project to Create a Sign at approximately 550 North 500 West for Millville City – Seth Duffin – 7:25 p.m.
  - H. Review of Proposed Revisions to the 2016 Fiscal Year Budget/Review of Fiscal Year Proposal of the 2017 Proposed Budget – Set Required Public Hearings – Mayor Michael Johnson – 7:35 p.m.
  - I. Consideration of an Agreement between Nibley City and Millville City for Sewer Usage – Engineer Zan Murray – 7:50 p.m.
  - J. Consideration for Adoption of the Final Draft of the Interlocal Agreement for Ridgeline High School between Cache County School District and Millville City–Engineer Zan Murray–8 p.m.
  - K. Proposal for Emergency Notification System – Councilmember Michael Callahan – 8:10 p.m.
  - L. 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. Discussion on the Proposed Sewer Ordinance – Engineer Zan Murray.
  - C. Councilmember Reports.
  - D. 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 May 23, 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 Meeting Notices website (<http://www.utah.gov/pmn/index.html>) on May 23, 2016.

  
Rose Mary A. Jones, Recorder

**MILLVILLE CITY COUNCIL MEETING**  
**City Hall – 510 East 300 South – Millville, Utah**  
**May 12, 2016**

**PRESENT:** Michael Johnson, Michael Callahan, Julianne Duffin, Mark Williams, Rose Mary Jones, Tara Hobbs, Gary Larsen, Zan Murray, Patricia Cronin, Martha Balph, Sally Sears, J. Dayton Crites, Sam Whelan, Landon Vincent, Gabe Whelan

**Call to Order/Roll Call**

Mayor Michael Johnson called the City Council Meeting to order for May 12, 2016 at 7:06 p.m. The roll call indicated Mayor Michael Johnson and Councilmembers Michael Callahan, Julianne Duffin, and Mark Williams were in attendance with Councilmembers Cindy Cummings and Ryan Zollinger excused. Also Recorder Rose Mary Jones and Treasurer Tara Hobbs were present.

**Opening Remarks/Pledge of Allegiance**

Councilmember Duffin led all present in the pledge of allegiance and then offered a prayer.

**Approval of agenda and time allocations**

The agenda for the City Council Meeting of May 12, 2016 was reviewed.

**Councilmember Williams moved to approve the agenda for May 12, 2016.**

Councilmember Duffin seconded. Councilmembers Callahan, Duffin, and Williams voted yes with Councilmembers Cummings and Zollinger excused. (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 April 28, 2016.

**Councilmember Duffin moved to approve the minutes for April 28, 2016.**

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

**Report on P & Z Meeting held May 5, 2016**

Councilmember Callahan reported on the Planning Commission Meeting held May 5, 2016. (A copy of the draft minutes is included as Attachment "C".) He explained toward the end of the meeting there was an extended and spirited discussion about the need for a checklist for building permits and also various subdivision requirements. He felt this should be addressed.

Councilmember Duffin also asked if the Planning Commission had addressed the development of a map for sidewalks and curb and gutter in specific areas of the City. There was also discussion about high tunnel greenhouses; it was explained they do not require a building permit.

### **Information Regarding the Cache Valley Transit District**

Patricia Cronin reported to the Council, as Millville's representative for the Cache Valley Transit District, regarding an internal review which was published for 2015. She briefly reviewed the history, mission, and value statements of the District. She explained the District has expanded since it started, and at the present time, Wellsville is considering joining with the District within the year. Ms. Cronin reviewed the policies, procedures and practices, which she concurred with most of them. She explained the Board has extra meetings often for the purpose of entertaining one on one discussions for concerns throughout the valley. She also discussed the operation with a zero-fare cost and also other options. She was not entirely favorable of the zero-fare and thought paying something would be feasible; however, she felt those who totally depend on this service with poverty income could be handled in some different manner. She also explained the District's books are transparent and could be reviewed by anyone interested.

The Council then spent time considering the bus stops currently being used and those proposed. There were two new bus stops (to be in close proximity to the new high school) on the 100 West road proposed. Because of the narrow road on 100 West, the Council did not feel this would be the best place, as there is no sidewalk. They had a concern for safety on that road. The new stops are proposed to be implemented by August 1.

Ms. Cronin suggested requesting that a covered stop be built at approximately 200 South and Main Street, as there are individuals riding the bus to work from the businesses on 300 South.

The Council requested Ms. Cronin explain the Council's concerns to the CVTD Board.

(The Internal Review and map which was reviewed are included with the minutes as Attachment "D".)

### **Proposal for Permanent Restriction of Fireworks east of 500 East**

Martha Balph made a presentation to the Council requesting to have a permanent restriction for fireworks east of 500 East. A petition had been circulated and she explained all homeowners in the area east of 500 East were contacted. The response showed 93% were in favor of this proposal. She provided information regarding the cost of funding wildfires and the new Senate Bill which had passed in the last legislative session, which requires funding for wildfires occurring within municipal boundaries.

Mayor Johnson reported on some of the findings he had obtained from the State Code and his interpretation was that cities could be restrictive where structures intermingle with hazardous environmental concerns. Councilmember Duffin questioned the reasoning of those who had declined from signing the petition; Mrs. Balph indicated it was because of their desire to have family events that include fireworks.

(The information prepared by Mrs. Balph is included along with the original signed petition and included with the minutes as Attachment "E".)

**Councilmember Callahan moved to draft an ordinance to restrict fireworks to be reviewed at the next possible meeting.** Councilmember Duffin seconded. Treasurer Hobbs praised both Martha Balph and Sally Sears for going the extra mile in keeping their large properties cut down and under control. The Council agreed the landowners do have the responsibility in making this effort. Mrs. Balph indicated the type of grass that grows in this area is considered a noxious weed and hard to control. Councilmembers Callahan, Duffin, and Williams voted yes with Councilmembers Cummings and Zollinger excused.

During the process for getting a permanent ordinance prepared and a public hearing held, the Council felt it would be appropriate to consider a temporary ban on fireworks for this year. This will be considered at the next Council Meeting. Councilmember Duffin will work with Attorney Jorgensen in getting an ordinance prepared for a permanent ban.

#### **Proposed Rate Increase on Water Rates and Stormwater Fees**

Mayor Johnson discussed with the Council a proposal to increase the water rates by \$.05 per 1000 gallons used and also an increase in the stormwater fees from \$2 to \$3 per month. The amount raised by these increases would be about \$6,000 to the water fund and a 50% increase in the stormwater fund. The needs for the increases were more fully identified in the budget discussion.

(Information in consideration for this increase is included with the minutes as prepared by Superintendent Gary Larsen as Attachment "F".)

#### **Review of System for Emergency Notifications to Residents**

Councilmember Callahan discussed with the Council various scenarios of a system for Emergency Notifications and what it could be used for. He pointed out how Nibley City had used this when they had a water contamination incident and how many residents had opted out and then decided they wanted to be part of this service. The cost for this is approximately \$3,000 for one year. It would be available for land lines, cell phones, and other media sources. This cost would include the set up and training. The Emergency Operation Center operators should also be trained to use the system. The system can also

be used for non-emergency calls to remind residents of upcoming events or pertinent information for a specific area of the community.

Treasurer Hobbs indicated there may be grants available for this funding.

The cost could be reduced if the service was signed up for three years or longer. **Councilmember Callahan moved to continue forward with the ReGroup Company people to obtain a written proposal with needed funding to come from the General Fund so this would be available to start on July 1.** Councilmember Williams seconded. Councilmembers Callahan, Duffin, and Williams voted yes with Councilmembers Cummings and Zollinger excused.

### **Budget Presentation for Fiscal Year 2017**

Mayor Johnson and Recorder Jones reviewed information for fiscal year 2017 with the Council. A 'Budget in Brief' showing various projects to be completed in each category and the basis for it was reviewed. (A copy of the budget information is included with the minutes as Attachment "G".)

Additions to the general fund budget were included as follows.

- There was an increase noted regarding the amount for the sidewalk TAP Grant.
- Superintendent Gary Larsen proposed an additional project for having crack seal on some of the park asphalt in this fiscal year.
- Leak detection of water lines to be budgeted for FY2017.
- Extending sidewalk on 450 North eastward to connect the existing sidewalk on the north side of the street. Engineer Murray reported he has a call into Jeff Gilbert to find out if the sidewalk could be extended as part of the 450/550 Road Project. If allowed, this would be a 7% match.
- There is a RAPZ Grant proposed to be awarded to the City in the amount of \$20,000.

The Water/Sewer Fund was then discussed. The betterment projects included with the CCCOG 450/550 North road were reviewed in more depth. The costs for the water line project on 550 North and the dry sewer which will be placed under the 450 North roundabout were discussed for funding possibilities. It was the consensus of the Council to request an additional release of funds from the Division of Drinking Water for monies we have in our Water Capital Replacement Fund. This would be for \$93,000 to pay for the Automatic Meter Read system. Superintendent Larsen indicated the request could be made; this did not mean the funds would have to be spent.

The Council also reviewed the Stormwater Fund with the proposed increased revenue to cover additional mandated requirements.

In the Capital Project Fund, it was proposed to budget for a new city pickup as well as Form Based Code.

The budget for Fiscal Year 2016 will be reviewed at the next Council Meeting as well as additional information on the Fiscal Year 2017 budget.

There was also discussion regarding the Miss Millville Scholarship Funds that had been received and the need to issue the checks to the recipients.

### **Presentation regarding Trail Systems**

County Trail Coordinator Dayton Crites made a presentation to the Council regarding Trail Systems after he introduced himself to the Council. He started working for Cache County in January, 2016. He presented a broad overview of what he would like to see happen in the future as far as planning for trails. He has been working with the DWR on a project which will add about 1.7 miles of river trail along the south side of the Blacksmith Fork River.

He feels by planning the trails, this will also help to make available funding options through grants, etc. He explained the trails infrastructure has an economic benefit to the area where they are included, as well as promoting health and safety factors.

There was discussion about the deer fence trail directly above Millville. He will be working with the DWR and this trail should soon be available spring, summer, and fall, closing in the winter time. This trail will be for non-motorized seasonal use.

By planning the trail system, this helps with development in various areas. Trailhead access points could be included with development.

There was discussion about the property on the south eastern part on Millville extending into the County and whether this will be available for public or just for private use.

He would like to reach out to the canal companies having them include trails in their easements. Councilmember Callahan indicated Millville Irrigation Company only has the easement to get the water down the canal, there is no property easement.

Mr. Crites expressed his willingness to work with Millville and help in any way he could.

### **Consideration of an Agreement between Nibley City and Millville City for Sewer Usage**

Engineer Zan Murray reviewed with the Council an Intercity Wastewater Agreement for sewage between Millville and Nibley Cities. There was concern about this agreement if Nibley were to change from using Logan City as their treatment facility and what affect this would have on Millville City. It was suggested that Attorney Jorgensen review the

document and make sure the way this is written would be in the City's best interest. Millville City bought into the Nibley sewer system and there is a value for it. Nibley City would need to purchase the capacity that is there if the cities were to decide to handle this differently. It is proposed that Millville will bill Cache County School District and the Seminary for their water usage to determine the cost for the wastewater used in these facilities. It was suggested to meet with Attorney Jorgensen and include the Mayor, Superintendent Larsen, and Councilmember Zollinger to review some of these concerns. Engineer Murray will set up the meeting with Attorney Jorgensen. This item will be again discussed after a recommendation is completed with our Attorney.

(The information reviewed is included with the minutes as Attachment "H".)

### **Consideration for the Proposed Sewer Ordinance**

Engineer Murray reviewed with the Council the proposed sewer ordinance for Millville City. This draft is taken from the Nibley City Ordinances as they have them. There were definitions reviewed. There was also a review of how this ordinance is written requiring any building within 300 feet of a line to connect to the sewer at their cost. Engineer Murray brought up a concern from Councilmember Zollinger regarding individuals requesting lot-size reductions if the sewer is available. There was also discussion on whether this would instigate the payment of the Nibley Sewer Upsizing Bond with which Millville participated. There was also discussion about the roadways and how they will be affected.

The interpretation of the way the ordinance was written was discussed. There was discussion if this would be a city-wide system or if a service district could be formed. The Council was asked to read this and think about it.

There was also discussion about the sewer laterals and if the City or the property owner would be responsible for them. If there is a sewer blockage, it may be on the individual's property. The municipalities are going to away from owning the laterals and having them be the property of the homeowner. Insurance companies are also encouraging this to happen that way.

Engineer Murray is awaiting receipt of a letter from Issa Hamud from Logan City to confirm that Nibley will bill Millville and that no bill is to be received from Logan City with regard to the Millville treatment connection for sewage.

There was consideration for whether a sewer enterprise fund needs to be set up at this time. There are calculations that Engineer Murray will go through to determine the costs for the ERUs; a rate will be set. There was a question raised about whether the bonds set between Millville and the State of Utah would then be activated for repayment. Engineer Murray will consult with Walt Baker on this to find out the answer. The proposed

ordinance will need to be reworked so the formatting will be in accordance with Millville's code. Also this may need to be reviewed by our attorney.

This item was continued to the next meeting for clarification, specifically on where hookups for the sewer would be available. (A copy of the information is included with the minutes as Attachment "I".)

**Consideration for Adoption of the Final Draft of the Interlocal Agreement for Ridgeline High School between Cache County School District and Millville City**

Engineer Murray reviewed with the Council the Interlocal Agreement between Millville and Cache County School District for the high school. The agreement includes an impact fee payment of water and roadways for up to 2,000 students. There was also discussion on the impact fee amount in the agreement and the cost of assets that will be determined for our City asset list; these amounts should match. Engineer Murray will need to work through these fees to calculate the roadway improvements, water improvements, and miscellaneous items such as signs and street lights. This is a transparency issue to show how the impact fees were collected and spent. The number will be changed to match the infrastructure received.

This item will be continued to the next agenda. (Information reviewed is included with the minutes as Attachment "J".)

**Power Backup for Emergency Operation Center**

Harry Meadows discussed with the Council a generator that could be used as a backup for the Emergency Operation Center. Information was provided for a Kodiak Power Machine at the cost of \$2,080.

There was also discussion about having a generator to back up the wells and booster pumps; this would be a trailer-mounted generator and the cost would be about \$50,000.

The budget was reviewed to see if the generator for the operation center could be purchased in this fiscal year. This will be considered upon finding out what is in the budget. (The information presented was included with the minutes as Attachment "K".)

There was also follow up on the Baker Annexation request. Development Coordinator Meadows had talked with them and informed them that there is more to do with the process before the annexation petition can be acted upon.

**Bills to be paid**

The bills were presented. They are as follows:

Stephanie Eggleston	3.78	General
Tara Hobbs	79.92	Stormwater
Rose Mary Jones	49.20	General
Adria Davis	10.48	P&Z
Chad Kendrick	65.00	Road
Julianne Duffin	165.99	Youth Council
Heidi Checketts	22.37	Youth Council
Alicia Nyman	53.80	Youth Council
Melanie Nichols	30.00	Youth Council
Angie Spackman	13.27	Youth Council
Utah Division of Finance	91,633.21	Water
Rocky Mountain Power—		
North Park	75.77	Park
Shop	177.90	Building
Crossing Guard	16.94	Crossing Guard
Ball Park	9.85	Park
North Well	17.31	Water
Park Well	1,549.82	Water
Water Treatment	57.23	Water
Highline Reservoir	711.90	Water
Public Treasurers Investment Fund	7,667.00	Water
Cache County Service Area	10,652.77	Sanitation
Cache County Service Area	1,722.00	9-1-1
Cache County Service Area	11.39	Stormwater
Watkins Printing	130.79	MissMillville/Water
AT&T	51.20	General
Caselle	125.00	Water
Maceys	260.78	Miss Millville
Lewis Young Robertson Burningham	2,467.50	General
Intermountain Traffic Safety	512.59	CrossingGuard/Road
J-U-B Engineer	1,375.00	Engineer/Stormwater
Valley Implement	4,090.38	CCCOG/Road
Salary Register	13,042.42	

**Councilmember Duffin moved to pay the bills.** Councilmember Williams seconded. Councilmembers Callahan, Duffin, and Williams voted yes with Councilmembers Cummings and Zollinger excused.

**City Reports**

**Roads/Sidewalks:**

Superintendent Larsen had nothing to report on the roads.

**City Parks:**

Superintendent Larsen asked if there were any questions about parks. Mayor Johnson asked if there had been any vandalism continuing at the north park. Superintendent Larsen reported there had been none for over a year.

**Culinary Water System:**

Superintendent Larsen reported he had received the first shipment of the Auto Meter Read meters. They will be installed as soon as time permits.

Treasurer Hobbs requested help with the computer conversion needed to be compatible with this AMR system. Recorder Jones was asked to contact Jeff Young to see if they would be willing to help out in getting us set up with the needed software, etc.

**Review of Non-Standard Lots:**

Mayor Johnson requested the discussion of non-standard lots be continued to the next Council Meeting agenda for additional discussion.

**Subdivision Permitting Criteria Approval**

Councilmember Callahan requested that some type of criteria or checklist be developed to make sure all building permits and subdivision approvals are being handled the same way. Mayor Johnson has been in contact with Planning Commission Chairman Hart keeping him abreast of when infrastructure has progressed to the point that the subdivisions could proceed with the building permit process.

There was also discussion about building permit approvals and when impact fees are being paid. It was the consensus of the Council that all fees should be paid at the time of the approval. If an individual's funding is not completed, the building clearance process should not be considered on the P&Z agenda until the funds are available for payment. Treasurer Hobbs indicated that sometimes the building clearances are approved and she could wait three or four months for the requestor to pay their fees; sometimes they do not ever follow up on their building approval.

**Councilmember Reports**

(A copy of the Councilmember Reports listing is included with the minutes as Attachment "L".)

Councilmember Duffin had the completed General Plans ready to be handed out. The officials wanting a printed copy were given one.

**Other items for Future Agendas**

Councilmember Callahan requested having the Emergency Notification for Residents considered at the next meeting.

Treasurer Hobbs reported the dumpster which is being used for the spring cleanup has a rental fee of \$5.71 per day. As there is a predetermined amount to be expensed for this project, \$125.61 has been used for the rental fees. The dumpster will be dumped one last time and then this will complete the spring cleanup project for the year.

Mayor Johnson indicated a business license had been received from Mary Kate Johnson with the payment for teaching tennis lessons, as addressed at the last Council Meeting. Although this did not come through the same process as usual, it was the consensus of the Council that this had already been preapproved and so the license is to be issued.

The Emergency Operation Power Backup was again addressed. There is not enough funding in the current budget for this year. The consensus of the Council was to have this item included in the budget for Fiscal Year 2017.

There was a question on the Tibbitts Subdivision and finalizing the plat for it. There is still a Land Agreement outstanding with other property owners. The plat has been signed by the City; the Wilkers still need to sign this after they receive authorization by their bank.

Mayor Johnson requested completing information with Hickman Land Title for a boundary line adjustment. It was a plat that dealt with the corner where Nettleton's home is. Engineer Murray will contact Stacie as Hickman Title to check on what is still needed.

Mayor Johnson reported the authorization for the land acquisition for the CCCOG project is nearly completed; there are still items to be completed with LaMont and Linda Mathews. Mayor Johnson will follow up with Attorney Jorgensen to see what still needs to be completed.

Engineer Murray reported on the 450/550 North Road Project. The City has received easement documents from CenturyLink. One of the documents is for a 10x20' easement for them to place equipment on. There are some errors in the documents received. These

will be fixed and then the Mayor will need to sign them. CenturyLink is still in the design process for the moving of their lines.

Comcast is in the process of moving their lines.

Engineer Murray reviewed the construction phase of this project. Facer is doing the excavation for the piping for the storm drain line. The following week they would like to install the dry sewer at the 450 North Main location. The dry sewer will start at 400 North, go to 450 North, and then eastward on 450 North to approximately 50 East. Each of these projects will require a one week shut down of the roadway. The required signage will be used to make sure the traffic is diverted.

There will be another shut down of the road to tie in 550 North and the collector road. Engineer Murray explained the project is not going to be completed in time for school to start; however, he proposed having all of the other work except for the roundabout completed. When the utility boxes for CenturyLink that sits near Main Street are moved, the contractor will be able to complete the project. The contractor would like to be able to do the road paving (possibly the 2<sup>nd</sup> or 3<sup>rd</sup> week of June). This will also close down the road for approximately a week. By completing the paving, all of the project should be completed except for the Main Street corridor.

There was discussion about the contractor demobilizing because of the delay with CenturyLink. He has the right to do this and then would charge the City again for mobilization. The alternatives are being considered. It was proposed to have three road closures instead of two.

To help with public relations, signage will be made for the closures, information will be included in the water bills to let the residents know, and media alerts are available for those who would like to participate in them.

As there will be asphalt cut for the piping projects, the Council determined to have the road patched to help with the control of dust and potholes until CenturyLink can get their lines relocated.

There was a concern expressed about the water being shut off. In the project contract, it requires a 24-hour notice be given; apparently this did not happen. There should have been a door hanger notification made. Engineer Murray will discuss this with the contractor.

### **Adjournment**

**Councilmember Callahan moved to adjourn.** Councilmember Duffin seconded. Councilmembers Callahan, Duffin, and Williams voted yes with Councilmembers Cummings and Zollinger excused. The meeting adjourned at 10:54 p.m.

## **MILLVILLE PLANNING COMMISSION MEETING**

City Hall - 510 East 300 South - Millville, Utah

May 19, 2016

### **1. Roll Call:**

Chairman Jim Hart, Commissioners Lynette Dickey, Garrett Greenhalgh, Natalie Smith (Alt.) and Larry Lewis (Alt.)

### **Others Present:**

Ezra Eames and Brett Hadfield. Secretary Adria Davis recorded the minutes.

### **2. Opening Remarks/Pledge of Allegiance**

Chairman Hart opened the meeting at 8:00 p.m.

He led those present in the Pledge of Allegiance.

### **3. Review and Approval of agenda**

The agenda for the Planning Commission meeting of May 19, 2016 was reviewed. A motion was made by Commissioner Lewis (Alt.) to approve the agenda as presented. Commissioner Dickey seconded. Commissioners Hart, Dickey, Greenhalgh, Smith (Alt.) and Lewis (Alt.) voted yes, with Commissioners Thompson and Farmer absent.

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

The minutes for the meeting of May 5, 2016 were reviewed. A motion was made by Commissioner Greenhalgh to approve the minutes as outlined. Commissioner Smith (Alt.) seconded. Commissioners Hart, Dickey, Greenhalgh, Smith (Alt.) and Lewis (Alt.) voted yes, with Commissioners Thompson and Farmer absent.

### **5.A Consideration of zoning clearance for a building permit by Visionary Homes, for a residence to be located at 134 North 430 East, lot #17 Mond-Aire Heights Subdivision in Millville, Ut.**

Garrett Greenhalgh voiced that he had a personal interest in this item as he was representing Visionary Homes in this matter.

**Commissioner Farmer arrived at the meeting at this time.**

A motion was made by Commissioner Lewis (Alt.) to approve the zoning clearance. Commissioner Smith (Alt.) seconded. Commissioners Hart, Farmer, Dickey, Lewis (Alt.) and Smith (Alt.) voted yes. Commissioner Greenhalgh abstained from the vote.

**Commissioner Thompson arrived at the meeting at this time.**

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

Commissioner Greenhalgh had gathered information from multiple other communities for comparison and discussion continued from prior meetings regarding the wording of this ordinance.

Additional topics to consider included:

Parking: min. of 4 spaces plus 1 per resident

Must be resident, no day treatment patients

Definition of Elderly or Disabled as defined by the Utah State code.

Min. of 4, max. of 16 residents

Exclusion of drug, alcohol and violent residents

This item was continued to the next meeting for further input.

**6.B. Subdivision requirements checklist prior to building permit issuance**

Commissioner Lewis gathered information from surrounding communities regarding their subdivision policies. All of them varied. The commissioners discussed which items they felt should be complete before moving ahead with building permits. They agreed that the Power, Water, Gas, Curb and Gutter, and Asphalt should be complete before issuing building permits. With the Signs, Lights, and Sidewalks to be completed prior to acceptance of the subdivision. However, none of the commissioners felt comfortable moving ahead with permits without the final OK from Gary as to the completion and approval of those listed items.

Brett Hadfield was present and gave input relating to the overall subdivision process. A checklist for the developers had never been provided to them, making it difficult to know what items were actually being required until after multiple reviews by the engineers. An up-front checklist would be very beneficial to those developers in the future.

Ezra Eames also was present and gave some feedback on his progress with Phase II. Curb and Gutter is complete, it has been pinned, and the utilities will be in within the next few days. The asphalt has already been ordered and just waiting on Johnsons to lay the road.

**6.C. City Council Reports – review minutes from May 12, 2016 meeting.**

The commissioners were given copies of the minutes. No comments were made.

**6.D. Agenda Items for Next Meeting**

Poss. Building permits dependent upon Phase II completion

Discussion – Ordinance on Elderly facilities

Discussion – Natalie Smith presentation on Trello program

**6.E. Other**

Commissioner Dickey expressed some concerns about the traffic on 100 North (also seconded by Commissioner Greenhalgh). It was recommended that she address the city council.

**7. Calendaring of future Planning and Zoning Meeting**

The next meeting will be held Thursday, June 2, 2016.

**8. Assignment of Representative for City Council Meeting**

Commissioner Dickey was assigned to represent the planning commission at the next City Council meeting.

**9. Adjournment**

Chairman Hart moved to adjourn the meeting at 9:35 p.m. Commissioner Lewis (Alt.) seconded.



# Millville City

PO Box 308  
 510 East 300 South  
 Millville, Utah 84326  
 (435) 750-0924 FAX (435) 750-6206  
[www.millvillecity.org](http://www.millvillecity.org)

**CHECK APPLICABLE BOX**

Commercial       New Application  
 Home Business       Application Amendment

**CHANGE OF:**

Ownership       Business Name  
 Address       Business Description

## Business License Application

For businesses with a permanent physical location within the Millville City limits.  
 This is not the application for special events, temporary businesses or solicitors.

License No. \_\_\_\_\_

Date Received \_\_\_\_\_

### SECTION I: Business Information

Application Contact: Ross Bowen Contact Ph: 435-770-5786

A. Business Name "DBA": Covenant Consulting Group, Inc.

B. Business Location: 190 West 265 South  
 Street Address (include unit #) \_\_\_\_\_ Millville, UT 84326

C. Mailing Address: P.O. Box 723  Same as "B. Business Location"  
 ATTN: \_\_\_\_\_ Street (include unit#)/PO Box address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

D. Local Business Ph: 435-770-5786 Fax: n/a www: n/a

### SECTION II: Business Description - General (complete the commercial or the home business AND the far right column)

**COMMERCIAL**

Building/plaza: \_\_\_\_\_

Is this a secondary use within an existing business location?  
 Yes, in \_\_\_\_\_  No

Hours of Operation: \_\_\_\_\_

Type of Operation: (mark all that apply)

Sales/Service: Customers typically come on site  
 Sales/Service: Customers rarely come on-site  
 Service no sales  
 Fresh food service and/or preparation  
 Manufacturing  
 Medical/dental  
 Daycare  
 Instruction  
 Preschool  
 Other: \_\_\_\_\_

Previous use of location:  
 \_\_\_\_\_

**HOME BUSINESS**

Please Note:  
 A home business does not change the aesthetic character of the area and zone.

On-site employees?  Yes  No  
 If yes,  
 Up to how many? \_\_\_\_\_ Working hours? \_\_\_\_\_  
 Where will they park? \_\_\_\_\_

On-site customers?  Yes  No  
 If yes,  
 Up to how many per day? \_\_\_\_\_  
 Up to how many per week? \_\_\_\_\_  
 Where will they park? \_\_\_\_\_

On-site business will be performed from a:  
 (mark all that apply)

Home office       Garage/storage room  
 Desk and chair       Carport/driveway  
 Shed/out building       Vehicle  
 Other: \_\_\_\_\_

Do you intend to set-up off-site?  
 (i.e. in parking lot, at festivals, within stores)  
 Yes  No

Proposed start date: May 6, 2016

**This Business Includes:**

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/> Signage
<input type="checkbox"/>	<input checked="" type="checkbox"/> Alcohol sales and/or services
<input type="checkbox"/>	<input checked="" type="checkbox"/> Live entertainment on-site
<input type="checkbox"/>	<input checked="" type="checkbox"/> Door-to-door solicitation
<input type="checkbox"/>	<input checked="" type="checkbox"/> Fireworks sales on-site
<input type="checkbox"/>	<input checked="" type="checkbox"/> Vending machines on-site
<input type="checkbox"/>	<input checked="" type="checkbox"/> On-site secondary business
<input type="checkbox"/>	<input checked="" type="checkbox"/> On-site events (ie. community party parking lot/sidewalk sales)
<input checked="" type="checkbox"/>	<input type="checkbox"/> Investment advice and/or service
<input type="checkbox"/>	<input checked="" type="checkbox"/> Pesticides use and storage
<input type="checkbox"/>	<input checked="" type="checkbox"/> Hazardous materials use and storage
<input type="checkbox"/>	<input checked="" type="checkbox"/> Vehicle sales
<input type="checkbox"/>	<input checked="" type="checkbox"/> Firearms or explosives sales
<input type="checkbox"/>	<input checked="" type="checkbox"/> Care of children or preschool
<input type="checkbox"/>	<input checked="" type="checkbox"/> Any construction jobs over \$1,000
<input type="checkbox"/>	<input checked="" type="checkbox"/> Piercing, tattooing, perm, make-up
<input type="checkbox"/>	<input checked="" type="checkbox"/> Used merchandise transactions
<input type="checkbox"/>	<input checked="" type="checkbox"/> Changes to existing garbage service
<input type="checkbox"/>	<input checked="" type="checkbox"/> Vehicles, trailers, mowers, etc. (stores on site)
<input type="checkbox"/>	<input checked="" type="checkbox"/> Electrical, plumbing, structural, or mechanical changes to site

### SECTION III: Business Description - Specific (attach additional pages if necessary)

**Financial advisory services provided from home office**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION IV: Additional Information**

E. Utah State Tax Commission — Sales Tax Number: \_\_\_\_\_  Not applicable  
F. State & federal regulatory agency licensing info: Series 65  Not applicable  
(Not referring to an EIN or entity number)  
G. Did you use "One-Stop Online Business Registration" to Register your business with state and federal agencies?  
 Completely  Partially  Not at all  I do not know — someone else did it  
H. Previous Business Name: \_\_\_\_\_  Not applicable  
I. Previous Business Location: \_\_\_\_\_  Not applicable

**SECTION V: Ownership (Parent business entity and business officer information)**

Parent Entity  
Parent Business Name: \_\_\_\_\_  same as "A. Business Name DBA"  
State Entity Type:  Sole Proprietorship  Partnership  LLC  Corporation  Non-Profit Corporation (w/501 c3 letter)

Officers (1)  
Officer Name: Ross Bowen Contact Ph. 435-770-5786  
Home Address: 190 West 265 South  
Street (include unit #) / PO Box Address City, State, ZIP  
 This person can be contacted in the event of an after-hours police or fire emergency.

	<input type="checkbox"/> Owner	<input type="checkbox"/> Member	<input checked="" type="checkbox"/> President
	<input type="checkbox"/> Local Manager	<input type="checkbox"/> Manager	<input type="checkbox"/> Director
		<input type="checkbox"/> Local Manager	<input type="checkbox"/> Officer
			<input type="checkbox"/> Local Manager

Officers (2)  
Officer Name: \_\_\_\_\_ Contact Ph. \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Street (include unit #) / PO Box Address City, State, ZIP  
 This person can be contacted in the event of an after-hours police or fire emergency.

	<input type="checkbox"/> Owner	<input type="checkbox"/> Member	<input type="checkbox"/> President
	<input type="checkbox"/> Local Manager	<input type="checkbox"/> Manager	<input type="checkbox"/> Director
		<input type="checkbox"/> Local Manager	<input type="checkbox"/> Officer
			<input type="checkbox"/> Local Manager

**SECTION VI: Notification and Verification of Authority**

- 1) Mandatory review process – this application does not constitute a business license. All applications are subject to the review process mandated by Title 5 of the Municipal Code. Incomplete applications will not be processed. Decisions on applications will take 15 days (minimum), and are made based on:
  - (i) the information provided on the application, and
  - (ii) review of the Mayor and City Council
- 2) Additional Requirements – Under the Municipal Code, additional Business License application requirements are necessitated for some business types.
- 3) Denial of License – Application denial or subsequent license suspension or revocation are most often the result of:
  - (i) an inaccurate or incomplete application, or failure to update information with the City and/or
  - (ii) non-compliance with the Municipal Code, Land Use Code, and/or applicable building, fire, and environmental codes.
- 4) Other regulatory bodies – It is the applicant's responsibility to determine and comply with any requirements from other regulatory agencies.
- 5) Signage – Permanent signage requires a separate Sign Permit Application, which is located on the city web site, Millvillecity.org.
- 6) Building alterations – All alterations to buildings or spaces, including electrical, plumbing, and mechanical alterations, require a separate building application.

I/We hereby agree to conduct said business strictly in accordance with the business license regulations as set forth in the Millville City Code, and swear under penalty of law the information contained herein is true.

Signature of Owner/Authorized Agent: \_\_\_\_\_ Printed Name: Ross Bowen Date: 5/6/16

**SECTION VII: For administration use only**

Classification:  Conforming  Non-Conforming  Child Care  Home Business  Low Impact  Medium Impact

Conditional Use: (If box is checked see conditions)

Agree  Do not agree Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Yes  No City Council grants permission Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FEES  \$25.00 PAYMENT TYPE  RECEIPT



**Millville City**

PO Box 308  
 510 East 300 South  
 Millville, Utah 84326  
 (435) 750-0924 FAX (435) 750-6206  
[www.millvillecity.org](http://www.millvillecity.org)

**CHECK APPLICABLE BOX**

- Commercial     New Application  
 Home Business     Application Amendment
- CHANGE OF:**  
 Ownership     Business Name  
 Address     Business Description

**Business License Application**

For businesses with a permanent physical location within the Millville City limits.  
 This is not the application for special events, temporary businesses or solicitors.

License No. \_\_\_\_\_  
 Date Received \_\_\_\_\_

**SECTION I: Business Information**

Application Contact: Vivint Solar Developer, LLC Contact Ph: 855-877-2974

A. Business Name "DBA": \_\_\_\_\_

B. Business Location: Building 4B, Bay 1, 112 North 700 West Ogden, UT 84404 Millville, UT 84326  
Street Address (include unit #)

C. Mailing Address: 3301 N Thanksgiving Way, Suite 500, Lehi, UT 84043  Same as "B. Business Location"  
ATTN: Street (include unit#)/PO Box address City State, Zip

D. Local Business Ph: 855-877-2974 Fax: 801-765-5748 www: vivintsolar.com

**SECTION II: Business Description — General** (complete the commercial or the Home Business AND the far right column)

**COMMERCIAL** Not located in City

Building/plaza: \_\_\_\_\_  
 Is this a secondary use within an existing business location?  
 Yes, in \_\_\_\_\_  No

Hours of Operation: \_\_\_\_\_

Type of Operation: (mark all that apply)

- Sales/Service: Customers typically come on site  
 Sales/Service: Customers rarely come on-site  
 Service no sales  
 Fresh food service and/or preparation  
 Manufacturing  
 Medical/dental  
 Daycare  
 Instruction  
 Preschool  
 Other: Construction/Sales

Previous use of location:  
 \_\_\_\_\_

**HOME BUSINESS**

**Please Note:**

A home business does not change the aesthetic character of the area and zone.

On-site employees?  Yes  No

If yes,

Up to how many? \_\_\_\_\_ Working hours? \_\_\_\_\_

Where will they park? \_\_\_\_\_

On-site customers?  Yes  No

If yes,

Up to how many per day? \_\_\_\_\_

Up to how many per week? \_\_\_\_\_

Where will they park? \_\_\_\_\_

**On-site business will be performed from a:**

(mark all that apply)

- Home office     Garage/storage room  
 Desk and chair     Carport/driveway  
 Shed/out building     Vehicle  
 Other: \_\_\_\_\_

**Do you intend to set-up off-site?**

(i.e. in parking lot, at festivals, within stores)

Yes  No

Proposed start date: \_\_\_\_\_

**This Business Includes:**

- | Yes                                 | No  |
|-------------------------------------|---|
| <input type="checkbox"/>            | <input type="checkbox"/> Signage  |
| <input type="checkbox"/>            | <input type="checkbox"/> Alcohol sales and/or services                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> Live entertainment on-site                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Door-to-door solicitation  |
| <input type="checkbox"/>            | <input type="checkbox"/> Fireworks sales on-site  |
| <input type="checkbox"/>            | <input type="checkbox"/> Vending machines on-site   |
| <input type="checkbox"/>            | <input type="checkbox"/> On-site secondary business                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> On-site events (i.e. community party parking lot/sidewalk sales) |
| <input type="checkbox"/>            | <input type="checkbox"/> Investment advice and/or service                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> Pesticides use and storage                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> Hazardous materials use and storage                              |
| <input type="checkbox"/>            | <input type="checkbox"/> Vehicle sales  |
| <input type="checkbox"/>            | <input type="checkbox"/> Firearms or explosives sales                                     |
| <input type="checkbox"/>            | <input type="checkbox"/> Care of children or preschool                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> Any construction jobs over \$1,000                               |
| <input type="checkbox"/>            | <input type="checkbox"/> Piercing, tattooing, perm, make-up                               |
| <input type="checkbox"/>            | <input type="checkbox"/> Used merchandise transactions                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> Changes to existing garbage service                              |
| <input type="checkbox"/>            | <input type="checkbox"/> Vehicles, trailers, mowers, etc. (stores on site)                |
| <input type="checkbox"/>            | <input type="checkbox"/> Electrical, plumbing, structural, or mechanical changes to site  |

**SECTION III: Business Description — Specific**  (attach additional pages if necessary)

Sales, installations, and service of solar energy systems

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION IV: Additional Information**

E. Utah State Tax Commission — Sales Tax Number: 12887537-004-STC  Not applicable

F. State & federal regulatory agency licensing info: \_\_\_\_\_  Not applicable  
(Not referring to an EIN or entity number)

G. Did you use "One-Stop Online Business Registration" to Register your business with state and federal agencies?  
 Completely  Partially  Not at all  I do not know — someone else did it

H. Previous Business Name: \_\_\_\_\_  Not applicable

I. Previous Business Location: \_\_\_\_\_  Not applicable

**SECTION V: Ownership (Parent business entity and business officer information)**

**Parent Entity**

Parent Business Name: Vivint Solar Holdings, Inc.  same as "A. Business Name DBA"

State Entity Type:  Sole Proprietorship  Partnership  LLC  Corporation  Non-Profit Corporation (w/501 c3 letter)

**Officers (1)**

Officer Name: C. Dan Black Contact Ph. 855-877-2974

Home Address: 3301 N Thanksgiving Way, Suite 500, Lehi, UT 84043  
Street (include unit #) / PO Box Address City State ZIP

<input type="checkbox"/> Owner	<input type="checkbox"/> Member	<input type="checkbox"/> President
<input type="checkbox"/> Local Manager	<input type="checkbox"/> Manager	<input type="checkbox"/> Director
	<input type="checkbox"/> Local Manager	<input checked="" type="checkbox"/> Officer
		<input type="checkbox"/> Local Manager

This person can be contacted in the event of an after-hours police or fire emergency.

**Officers (2)**

Officer Name: Andrew Walton Contact Ph. 855-877-2974

Home Address: 3301 N Thanksgiving Way, Suite 500, Lehi, UT 84043  
Street (include unit #) / PO Box Address City State ZIP

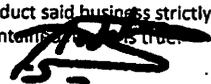
<input type="checkbox"/> Owner	<input type="checkbox"/> Member	<input type="checkbox"/> President
<input type="checkbox"/> Local Manager	<input checked="" type="checkbox"/> Manager	<input type="checkbox"/> Director
	<input type="checkbox"/> Local Manager	<input type="checkbox"/> Officer
		<input type="checkbox"/> Local Manager

This person can be contacted in the event of an after-hours police or fire emergency.

**SECTION VI: Notification and Verification of Authority**

- Mandatory review process** – this application does not constitute a business license. All applications are subject to the review process mandated by Title 5 of the Municipal Code. Incomplete applications will not be processed. Decisions on applications will take 15 days (minimum), and are made based on:
  - the information provided on the application, and
  - review of the Mayor and City Council
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- Signage** – Permanent signage requires a separate Sign Permit Application, which is located on the city web site, Millvillecity.org.
- Building alterations** – All alterations to buildings or spaces, including electrical, plumbing, and mechanical alterations, require a separate building application.

I/We hereby agree to conduct said business strictly in accordance with the business license regulations as set forth in the Millville City Code, and swear under penalty of law the information contained herein is true.

 Andrew Walton 05/06/16  
 Signature of Owner/Authorized Agent Printed Name Date

**SECTION VII: For administration use only**

Classification:  Conforming  Non-Conforming  Child Care  Home Business  Low Impact  Medium Impact

Conditional Use: (If box is checked see conditions)

Agree  Do not agree Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Yes  No City Council grants permission Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FEEES  \$25.00 PAYMENT TYPE  RECEIPT

CITY OF MILLVILLE RESOLUTION NO. 2016-2

A RESOLUTION TO INITIATE THE CREATION OF THE CACHE WATER DISTRICT

WHEREAS, Cache County is referred to herein as the “County”; and

WHEREAS, Amalga Town, Clarkston Town, Cornish Town, Hyde Park City, Hyrum City, Lewiston City, Logan City, Mendon City, Millville City, Newton Town, Nibley City, North Logan City, Paradise Town, Providence City, Richmond City, River Heights City, Smithfield City, Trenton Town, and Wellsville City are referred to herein collectively as the “Municipalities”; and

WHEREAS, the County and some or all of the Municipalities desire to place before their voters the creation of a local district under the Water Conservancy District Act, Utah Code Ann. § 17B-2a-1001 *et seq.*, as provided in this Resolution, to plan for and facilitate the long-term conservation, development protection, distribution, management and stabilization of water sources for domestic, irrigation, power, manufacturing, municipal, recreation and other beneficial uses at a reasonable cost to meet the needs of the residents and growing population of Cache County; and

WHEREAS, the Cache County Council intends to reduce the portion of the County-wide property tax that is utilized for water development by an amount equal to any property tax imposed by the new local district, which will result in a combined county and local district property tax rate that is revenue neutral and will not increase the property tax burden on any property for at least four (4) years; and

WHEREAS, Utah Code Ann. § 17B-1-203 provides that the process to create a local district may be initiated by a resolution adopted by the legislative body of each county whose unincorporated area includes, and each municipality whose boundaries include, any of the proposed local district; and

WHEREAS, the proposed local district will be created only after its creation has been approved by the voters residing within the district; and

WHEREAS, Millville City, being one of the Municipalities located within the boundaries of the proposed local district, desires to join with the County and other Municipalities in presenting the question of creating the proposed local district before their voters.

NOW THEREFORE, be it resolved and enacted by the Millville City Council as follows:

1. In order to allow the citizens of Millville City to vote on the creation of a water conservancy district, Millville City, concurrently with the County and other Municipalities, proposes the creation of a local district under the Water Conservancy District Act, Utah Code Ann. § 17B-2a-1001 *et seq.*, which may include all of the incorporated and unincorporated areas within the boundary of Cache County, Utah, as depicted in the map which is attached as Exhibit “A” to and incorporated as part of this Resolution, conditioned upon each Municipality located within the proposed boundary of the district passing a similar Resolution. If the legislative body of any Municipality fails to adopt a similar Resolution, that Municipality may be excluded from the district.

2. The district that is proposed to be created will be known as the “Cache Water District,” a water conservancy district located in a county of the third class.

3. The service proposed to be provided by the Cache Water District is the operation of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of water, including storm, flood, irrigation, and culinary water, whether the system is operated on a wholesale or retail level or both, as provided in Utah Code Ann. § 17B-1-202(1)(a)(xii).

4. The type of specialized local district that is proposed to be created is a water conservancy district, as provided in the Water Conservancy District Act, Utah Code Ann. § 17B-2a-1001 *et seq.*

5. The anticipated method of paying the costs of providing the proposed service is through the collection of ad valorem property taxes, service fees and charges, and/or levied assessments. It may be some time before the district will be able to provide water service and collect fees and charges for that service. Consequently, the district initially will be funded through Cache County, until the district establishes its own property tax assessment, at which time Cache County is to reduce its property tax rate by an equivalent amount as stated in the foregoing recitals.

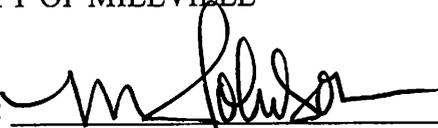
6. The maximum property tax levy a water conservancy district can impose is 0.0001 per dollar before certain activities are commenced, 0.0002 per dollar after certain activities are commenced, and 0.0003 per dollar if an additional levy is necessary to pay maturing bonds or debts. The average home value in Cache County is \$201,182, but the fair market value of residential property is allowed an exemption equal to a 45% reduction in the value of the property for property tax purposes. Taking these factors into consideration, the estimated average annual financial impact on a household within the proposed district will be as follows: the tax on a \$201,182 residence would be \$11.07 using a tax rate of 0.0001, \$22.13 using a tax rate of 0.0002, and \$33.20 using a tax rate of 0.0003. However, for at least the first four (4) years after the creation of the District, the net financial impact on a household may be zero if Cache County reduces its property tax rate by an amount equal to the new rate assessed by the district. Service fees and levied assessments cannot be estimated, and will be charged based upon actual water deliveries or contractually agreed upon amounts.

7. The number of members of the board of trustees of the proposed water conservancy district, consistent with Utah Code Ann. § 17B-1-302(2), will be eleven. The board of trustees will consist of ten elected trustees and one appointed trustee who will be elected or appointed, respectively, pursuant to the procedures set forth in Utah Code Ann. Title 17B, Chapter 1, Part 3 and § 17B-2a-1005. Seven of the elected Trustees will be elected from districts, with one trustee to be elected to represent each of the seven Cache County Council districts, as those districts may be established and modified from time-to-time pursuant to applicable law. The three remaining elected trustees will be elected County-wide. The one Trustee who is appointed by the Cache County Council will, pursuant to Utah Code Ann. § 17B-2a-1005(2)(d), be a person who owns irrigation rights and uses those rights as part of that person’s livelihood. Regarding the ten elected trustee positions, the initial trustees will be appointed by the Cache County Council pursuant to Utah Code Ann. §§ 17B-1-303 and 20A-1-512, with staggered terms and subsequent trustees to otherwise be elected as provided herein.

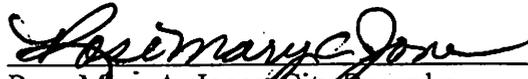
Approved and passed as of the date set forth below.

CITY OF MILLVILLE

Dated: 4.28-16

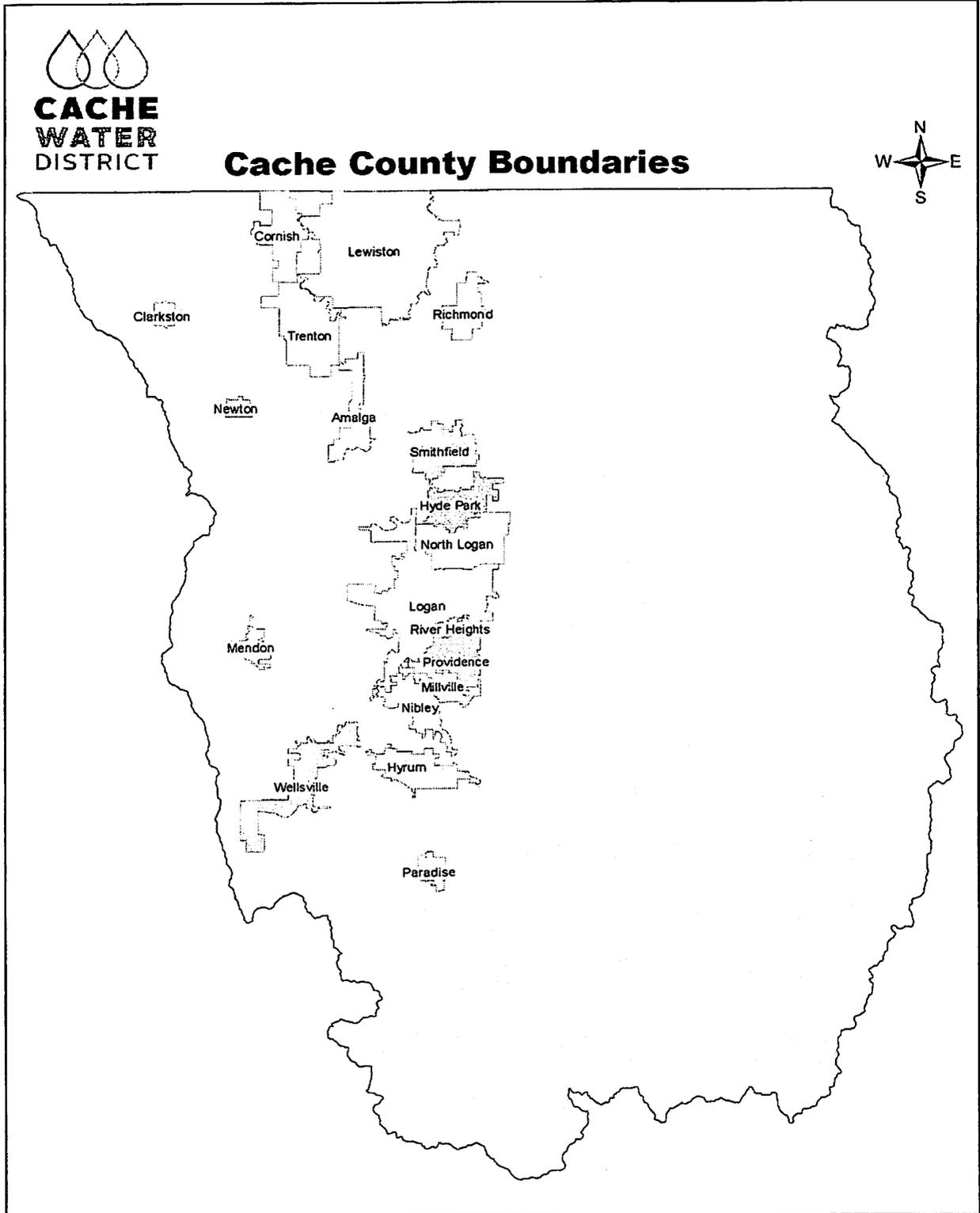
By:   
Michael E. Johnson, Mayor

Attest:

  
Rose Mary A. Jones, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan	X			
Cindy Cummings	X			
Julianne Duffin	X			
Mark Williams	X			
Ryan Zollinger	X			

**EXHIBIT "A"**  
**Map Depicting the Boundaries of the**  
**Cache Water District**





Description	CapProj Income	Rev 12/15	Rev 6/15		Description	CapProj Exp	Rev 12/15	Rev 6/15	
Interest	\$2,500.00		\$2,200.00	\$4,700.00	City Pickup Truck	\$35,000.00		-\$35,000.00	\$0.00
Appropriated Fund Balance	\$32,500.00	\$11,000.00	-\$43,500.00	\$0.00	Form Based Code		\$11,000.00	-\$11,000.00	\$0.00
Transfer from General Fund					Designated for Future Use			\$4,700.00	\$4,700.00
<b>TOTAL CAPITAL PROJECT</b>	<b>\$35,000.00</b>	<b>\$11,000.00</b>	<b>-\$41,300.00</b>	<b>\$4,700.00</b>	<b>TOTAL CAPITAL PROJECT</b>	<b>\$35,000.00</b>	<b>\$11,000.00</b>	<b>-\$41,300.00</b>	<b>\$4,700.00</b>
Description	Water/Sewer Income	Rev 12/15	Rev 6/15		Description	Water/Sewer Exp	Rev 12/15	Rev 6/15	
Charges for Water Service	\$305,000.00		-\$4,000.00	\$301,000.00	General	\$34,200.00			\$34,200.00
Interest	\$500.00			\$500.00	Salary/Benefit	\$86,000.00		\$18,000.00	\$104,000.00
Impact Fee	\$18,500.00		\$26,874.00	\$45,374.00	Legal	\$2,000.00		\$3,000.00	\$5,000.00
Tapping Fee	\$400.00			\$400.00	Auditor	\$5,300.00			\$5,300.00
Filing Fee	\$1,200.00		\$400.00	\$1,600.00	Financial Consulting	\$4,100.00		\$500.00	\$4,600.00
InterCity Sewer Upsizing Line	\$13,500.00		\$500.00	\$14,000.00	Bond (1997)	\$57,000.00			\$57,000.00
Grant Revenue for ASR Project	\$16,000.00			\$16,000.00	Bond (2006)	\$91,700.00			\$91,700.00
Appropriated Fund Balance	\$248,975.00	\$5,400.00	-\$89,674.00	\$164,701.00	Cap. Facility Rplcmnt Fund Reserve	\$30,000.00			\$30,000.00
Cap Facility Replacement Funds			\$141,000.00	\$141,000.00	Bond -06 Reserve Fund	\$10,000.00			\$10,000.00
<b>TOTAL WATER AND SEWER</b>	<b>\$604,075.00</b>	<b>\$5,400.00</b>	<b>\$75,100.00</b>	<b>\$684,575.00</b>	Special Department Supplies	\$25,000.00		\$25,000.00	\$50,000.00
<b>BUDGET TOTAL</b>	<b>\$1,416,222.00</b>	<b>\$1,372,800.00</b>	<b>-\$156,027.00</b>	<b>\$2,632,995.00</b>	Insurance	\$9,675.00			\$9,675.00
<b>DIFFERENCE</b>	<b>\$0.00</b>				Capital Outlay - Highline Reservoir	\$0.00			\$0.00
					Engineering	\$10,000.00		-\$4,000.00	\$6,000.00
					Water Capital Projects	\$198,000.00	\$3,000.00	-\$3,000.00	\$198,000.00
					InterCity Sewer Upsizing Payment	\$13,600.00		-\$400.00	\$13,200.00
					InterCity Nibley Sewer Payment	\$0.00			\$0.00
					City Sewer	\$5,500.00	\$2,400.00	\$37,000.00	\$44,900.00
					ASR Project	\$22,000.00		-\$1,000.00	\$21,000.00
					<b>TOTAL WATER AND SEWER</b>	<b>\$604,075.00</b>	<b>\$5,400.00</b>	<b>\$75,100.00</b>	<b>\$684,575.00</b>
					<b>BUDGET TOTAL</b>	<b>\$1,416,222.00</b>	<b>\$1,372,800.00</b>	<b>-\$156,027.00</b>	<b>\$2,632,995.00</b>

**MILLVILLE CITY PROPOSED BUDGET 2016-17**

Proposed 5-26-16

Description	General Income	Description	General Expense
Property Tax	\$60,000.00	General Government	\$50,785.00
Sales Tax	\$190,000.00	Auditor	\$10,800.00
Comcast Franchise	\$8,600.00	Financial Consulting	\$9,500.00
In Lieu Fees	\$6,800.00	Elected Officials	\$18,700.00
Building Permits	\$8,000.00	Insurance/Bonds	\$18,383.00
Animal Licenses	\$5,300.00	Recorder	\$13,800.00
Sanitation	\$130,000.00	Treasurer	\$7,000.00
Fines / Court	\$4,500.00	School Crossing Guard	\$4,250.00
Interest	\$5,000.00	Development Coordinator	\$5,050.00
Business Licenses	\$2,000.00	Legal	\$10,000.00
9-1-1 Service	\$21,000.00	Building	\$8,550.00
Class "C" Roads	\$75,000.00	P&Z Budget	\$4,800.00
Appro. Fund Bal. Class "C" Rd	\$80,200.00	City Engineering	\$45,000.00
Energy Sales and Use Tax	\$115,000.00	Police	\$16,112.00
Appropriated Fund Balance	\$24,918.00	Fire	\$15,200.00
Park Impact Fee	\$96,600.00	Animal Control	\$6,000.00
Road Impact Fee	\$36,000.00	Elections	\$1,000.00
Restaurant/RAPZ Tax	\$46,000.00	First Responders	\$7,578.00
Youth Council	\$3,200.00	Roads-General	\$87,160.00
Mass Transit Sales Tax/CVTD	\$16,500.00	Roads-Class "C"	\$75,000.00
Park Rentals	\$3,000.00	Class "C" Appropriated Funds	\$80,200.00
Motor Tax	\$500.00	CCCOG Road Project	\$600,000.00
Property Review Fee/Conceptual Plan	\$1,000.00	Roads - Capital Outlay	\$0.00
Millville Memories Books	\$250.00	Road Impact Fees Capital Outlay	\$20,000.00
TAP Grant	\$13,000.00	Road Impact Fee Desgnted Future	\$16,000.00
CCCOG Grant	\$600,000.00	Parks-General	\$85,000.00
		Parks/Recreation-Other	\$9,800.00
		Park Capital Improvement RAPZ	\$46,000.00
		Park Impact Fees	\$49,250.00
		Park Impact Desgnted Future Use	\$24,350.00
		Sanitation	\$130,500.00
		9-1-1 Service	\$21,000.00
		Disaster Relief Fund	\$2,000.00
		Public Safety/Emergency Preparedness	\$6,500.00
		Youth Council	\$6,600.00
		Designated for Future Use	
		Mass Transit Tax Distribution/CVTD	\$16,500.00
		TAP Grant	\$13,000.00
		Transfer to Capital Project Fund	
		Form Based Code	\$11,000.00
<b>TOTAL GENERAL</b>	<b>\$1,552,368.00</b>	<b>TOTAL GENERAL</b>	<b>\$1,552,368.00</b>
Description	Stormwater Income	Description	Stormwater Expenses
Charges for Stormwater	\$20,160.00	Salaries/Benefits	\$8,000.00
Interest	\$32.00	Special Department Supplies	\$11,300.00
Appropriated Fund Balance		Spring Cleanup	\$1,300.00
Stormwater Construction Fees	\$2,000.00	Appropriated for Future Use	\$1,592.00
<b>TOTAL STORMWATER</b>	<b>\$22,192.00</b>	<b>TOTAL STORMWATER</b>	<b>\$22,192.00</b>
Description	Capital Project Income	Description	Capital Project Expenses
Interest	\$3,600.00	City Pickup Truck	\$35,000.00
Appropriated Fund Balance	\$47,400.00	Electrical Service 300 West at 550 N	\$16,000.00
Transfer from General Fund			
<b>TOTAL CAPITAL PROJECT</b>	<b>\$51,000.00</b>	<b>TOTAL CAPITAL PROJECT</b>	<b>\$51,000.00</b>

Description	Water/Sewer Income	Description	Water/Sewer Expenses
Charges for Water Service	\$321,000.00	General	\$45,000.00
		Salary/Benefit	\$91,200.00
Interest	\$150.00	Legal	\$2,000.00
		Auditor	\$9,300.00
Impact Fee	\$62,000.00	Financial Consulting	\$3,800.00
		Bond (1997)	\$58,355.00
Tapping Fee	\$300.00	Bond (2006)	\$91,299.00
		Cap. Facility Rplcmnt Fund Reserve	\$30,000.00
Filing Fee	\$1,500.00	Bond -06 Reserve Fund	\$10,000.00
		Special Department Supplies	\$28,000.00
InterCity Sewer Upsizing Line	\$13,500.00	Insurance	\$9,675.00
		Capital Facility Rplcmnt Fund/AMR	\$93,000.00
Charges for Sewer Service	\$18,000.00	Engineering	\$10,000.00
		Water Capital Projects	\$51,500.00
Grant Revenue for ASR Project	\$0.00	InterCity Sewer Upsizing Payment	\$13,440.00
		City Sewer/Nibley	\$18,000.00
Appropriated Fund Balance	\$57,119.00	ASR Project	\$2,000.00
Appro. from Capital Replacement Fund	\$93,000.00		
<b>TOTAL WATER AND SEWER</b>	<b>\$566,569.00</b>	<b>TOTAL WATER AND SEWER</b>	<b>\$566,569.00</b>
<b>BUDGET TOTAL</b>	<b>\$2,192,129.00</b>	<b>BUDGET TOTAL</b>	<b>\$2,192,129.00</b>
<b>DIFFERENCE</b>	<b>\$0.00</b>		

**BUDGET IN BRIEF - FY 2017**

Employee Rate Increase Proposed  
Stormwater Fund  
Water Fund

12-May-16  
Proposed 2%  
Increase of \$1 per month per service  
Increase of \$.05 per 1000 gallons of water used

**EXPENSES - GENERAL**

General Government  
Elections  
Fire  
First Responders  
Roads General  
Roads Class C  
Road Impact Fee  
Parks General  
Parks/Recreation -Other  
Park Cap Impvement RAPZ  
Park Impact Fees  
Public Safety /Emergency Preparedness/  
Youth Council  
TAP Grant

Conferences, Trainings, Interlocal Agreements, Dues, Code Book, Newsletter, Social, Supplies, Postage  
Election held FY 2018, Noticing Etc.  
Increase from \$7.50 to \$8 per capita  
Slight increase \$ 7,266 to \$7,866  
Salary, street lights, equipment, misc. road services  
Slurry, crack seal, salt/sand, grading, mapping roads, 200 East-Center to 100 North  
450/550 North Road Project  
Salary, utilities, mowing, supplies, maintenance, parking  
MissMillville \$1500; MillDays \$5850; Easter \$300; Christmas \$400;FairBooth \$750; Misc. \$1000  
City Park Restroom  
Trees North Park, Mond-Aire Park, City Park Restroom  
Generator Emergency Operation Center/Public Safety/Emergency Notification System - \$6500  
\$400 carry over 2016;Reimbursements for USU Conference  
Federal funding - \$13,000 match

**EXPENSES - WATER**

General  
Special Dept. Supplies  
Capital Facility Rplacement Fund  
Water Capital Projects  
Inter City Sewer  
City Sewer/Nibley

Training, utilities, dues, Postage, Misc.  
Water testing, computer support, equipment, pumps, leak detection  
Auto Meter Read  
Park Well Delineation, 200 East - Center to 100 North, Water Map Update  
\$2/month per connection  
Usage from Meter - CCSD

**CAPITAL PROJECT FUND**

Electrical line from High School to 550 North on 300 West; Pickup Truck

**CONSIDERATIONS**

Fire Risk Assessment

## INTERCITY WASTEWATER AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF NIBLEY, hereinafter "NIBLEY", and the CITY OF MILLVILLE, hereinafter "MILLVILLE":

### WITNESSETH:

WHEREAS, NIBLEY operates and maintains a citywide municipal wastewater collection system; and

WHEREAS, MILLVILLE does not currently have a citywide municipal wastewater collection system; and

WHEREAS, NIBLEY's wastewater transmission system is located between MILLVILLE and Logan City, which has a wastewater treatment facility, presently capable of handling and treating the wastewater generated by NIBLEY and MILLVILLE; and

~~WHEREAS, NIBLEY has entered into an Inter-City Wastewater Treatment Service Agreement with Logan City, whereby and whereunder Logan will accept and treat wastewater from NIBLEY infrastructure and legal agreements are in place to accept and transport wastewater for treatment; and~~

WHEREAS, Logan City has expressed its desire to have MILLVILLE operate under NIBLEY's treatment agreement with Logan City; and

WHEREAS, MILLVILLE CITY has determined it would be more cost-efficient and advisable for MILLVILLE to transport wastewater collected by its own wastewater collection system through a portion of NIBLEY's wastewater collection system for delivery to ~~and treatment facility by Logan City; and~~

WHEREAS, NIBLEY and MILLVILLE agreed in an INTER-CITY SEWAGE SYSTEM COST REIMBURSEMENT AGREEMENT, originally dated August 3, 2000, and amended December 2, 2004, to cooperate in the costs of constructing and maintaining certain components of NIBLEY's wastewater collection system, which were constructed with an excess capacity in order to be utilized by MILLVILLE at some future date to transport wastewater from MILLVILLE ~~to Logan City~~ for treatment; and

WHEREAS, the components of NIBLEY's wastewater system shared with MILLVILLE include an interceptor or trunk line through NIBLEY, built from 2900 South Street, west of the Blacksmith Fork River, to and along 2600 South Street and leading to and including a lift station, and an enlarged force main pipeline which connects from the referenced pump station to the connection with ~~Logan City's wastewater collection~~ treatment systems. All of said components

were constructed and installed as part of the Nibley Wastewater Project, begun in the year 2000, hereinafter sometimes referred to as the "COMMON SEWER SYSTEM IMPROVEMENTS".

WHEREAS, MILLVILLE has paid NIBLEY its share of the cost, according to the 2004 agreement, to construct said COMMON SEWER SYSTEM IMPROVEMENTS and is entitled to use the excess capacity therein once wastewater collection facilities are constructed in MILLVILLE; and

WHEREAS, although MILLVILLE has not yet implemented a citywide wastewater system, construction is underway to install wastewater collection infrastructure on the western extreme of MILLVILLE, intended to serve the newly constructed Ridgeline High School and a small number of structures in MILLVILLE, which are expected to begin collecting wastewater in 2016.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter stated to which each party hereby binds and commits itself, it is agreed as follows:

1. Modification, Maintenance, Capital Improvements, and Repair of COMMON SEWER SYSTEM IMPROVEMENTS. Any modification to the referenced, COMMON SEWER SYSTEM IMPROVEMENTS, and all maintenance, replacement, capital improvements to and repair costs for the referenced COMMON SEWER SYSTEM IMPROVEMENTS shall be shared and paid for by each party according to each city's prorated share of the cost for the original construction of the COMMON SEWER SYSTEM IMPROVEMENTS. Operational expenses shall be shared and paid by each party as stated in paragraph 5.A., below.

2. Utilization by Millville of the COMMON SEWER SYSTEM IMPROVEMENTS. MILLVILLE anticipates that, in the future, it will, upon obtaining necessary approvals and financing, design, construct, and install a citywide wastewater collection system within its corporate limits, at its sole cost and expense, including the necessary trunk line or lines extending from the collection system to a point agreed upon by both parties where a measuring device or devices will be installed and connection will be made to the common sewer interceptor or trunk line along 2600 South Street in NIBLEY. MILLVILLE shall be obligated to install at its own expense such gravity wastewater lines, pump stations, pressure wastewater lines, and all other related appurtenances as are determined necessary and appropriate in order to construct and install its own wastewater collection system within its corporate limits.

3. Wastewater Meters. Wastewater Meters or other measuring devices installed at the connection points for MILLVILLE's wastewater collection system on the enlarged wastewater interceptor line, shall be purchased, installed and paid for by MILLVILLE. However, they shall be turned over to and owned and maintained by NIBLEY, after acceptance of them by NIBLEY, with MILLVILLE agreeing to pay or reimburse NIBLEY for all reasonable costs to operate, maintain, repair, and/or replace said devices. MILLVILLE shall have the right to verify the costs of maintenance and repair as well as verify the meter readings and the working order of the devices at any time. At such time that NIBLEY begins using said meters to measure wastewater flow from MILLVILLE, NIBLEY shall contract with an independent, third-party to verify the accuracy of said meters at least twice per year, with MILLVILLE agreeing to pay or

reimburse NIBLEY for the costs of such testing. Said meters must be installed by MILLVILLE so as to be compatible with NIBLEY's telemetry system.

4. Ownership/Maintenance/Connections - Millville's Wastewater System. It is agreed that all lines and other wastewater-related appurtenances upstrtheeam from metering device(s) referenced in the last paragraph, which are not a part of the NIBLEY wastewater system, nor that used in common by NIBLEY and MILLVILLE shall be solely owned and maintained by MILLVILLE. However, until such time that MILLVILLE hires the necessary licensed staff to perform such maintenance, MILLVILLE desires to contract with NIBLEY to have NIBLEY's licensed wastewater technicians perform such maintenance. The cost for such maintenance shall be billed at actual cost to MILLVILLE. Notwithstanding any maintenance of MILLVILLE's wastewater system that may be provided by NIBLEY staff, MILLVILLE shall remain responsible for regulatory compliance of MILLVILLE's Wastewater System, including maintaining necessary permitting or approvals for operation of MILLVILLE's system from any and all regulatory agencies.

5. Payments to Nibley. MILLVILLE shall pay to NIBLEY for the perpetual right to access and use the referenced COMMON SEWER SYSTEM IMPROVEMENTS and related appurtenances the following sums:

- A. Pro-rata Share of Routine Maintenance and operational Expenses. The referenced COMMON SEWER SYSTEM IMPROVEMENTS were installed so as to create excess capacity, which MILLVILLE shall be entitled to access and use once it constructs and installs a wastewater collection system within its corporate limits. Because the COMMON SEWER SYSTEM IMPROVEMENTS have been enlarged for this purpose, MILLVILLE agrees to pay a proportional share of capital improvement, modification, repair, replacement, and maintenance expenses incurred in connection with said improvements, based upon the percentages stated in paragraph 1, above, notwithstanding the fact that MILLVILLE is not actually fully utilizing the referenced improvements, currently, and that it will only be collecting wastewater from a small portion of its city initially. Because said improvements have been designed and were constructed and installed with excess capacity for MILLVILLE, MILLVILLE understands and agrees that it shall be required to pay its proportional share of the expenses as contemplated in paragraph 1, above, in order that MILLVILLE pays for the additional expenses associated with the creation and maintenance of such excess capacity. At the present time, the primary operational expense that is expected to be incurred will be for electricity to run the pump station, and NIBLEY agrees to pay all of the expenses incurred for electricity until such time that MILLVILLE connects to the COMMON SEWER SYSTEM IMPROVEMENTS and begins utilizing the same. At that time, payment for the electricity used by the pump station shall be prorated and

paid by each party based on the actual proportional usage made by each party of said pump station.

In order to serve the new Ridgeline High School, MILLVILLE has installed a limited system to convey wastewater across the 2600 South bridge to a newly-installed wastewater metering station at SR165 and 2600 South, which connects to the 2600 South trunk line. Because the initial wastewater flow amounts are expected to be limited, due to only a small portion of MILLVILLE being initially sewered, flow rates from MILLVILLE shall be calculated based upon culinary water meter readings from each of the buildings connected to the wastewater collection system. In the case that any of these buildings might use culinary water for outside irrigation, wintertime culinary water meter readings may be used to calculate the year-round wastewater flow rate. At such time that this limited collection system is expanded to the point that wastewater flow reaches a minimum flow that can be accurately measured by MILLVILLE's wastewater metering station, this agreement shall be revisited and revised as necessary.

B. Capital Improvements-Upgrading. Capital improvement costs for repair, replacement, or maintenance of the referenced, COMMON SEWER SYSTEM IMPROVEMENTS shall also be shared on the basis of the percentages contemplated in paragraph 1, above.

6. Millville's Continuing Obligation. It is understood and agreed that in the event Millville determines not to or is unwilling to construct and install a wastewater collection system within its corporate limits and therefore does not utilize the referenced, COMMON SEWER SYSTEM IMPROVEMENTS, MILLVILLE shall remain obligated for and liable to pay all amounts required by this Agreement, whether for initial construction and installation or subsequent maintenance, replacement, and repair.

7. System Responsibility. Each party shall be responsible for their own collection system and trunk lines, and each agrees to indemnify and hold the other harmless for loss, damage, or claims of any kind arising from their own acts or neglect; and, each shall hold the other harmless from any debt or other payment obligation, treatment or collection problems, concerns, or liabilities, it being the express intention of the parties that each shall be responsible for their own wastewater collection systems and all claims and liabilities for which each is responsible whether under the terms of this Agreement or otherwise resulting from their own acts or neglect.

8. Agreement with Logan for Treatment Services. MILLVILLE shall be fully responsible for negotiating a Wastewater Treatment Service Agreement with Logan City so as to enable MILLVILLE to utilize the referenced, COMMON SEWER SYSTEM IMPROVEMENTS. ~~and~~ ~~a~~ Any inability or failure of MILLVILLE to so negotiate such a treatment services agreement shall not effect MILLVILLE's responsibilities for initial and on-

going payments as required hereunder. However, with approval from Logan City, MILLVILLE may pay NIBLEY for MILLVILLE's pro-rata share of the costs from Logan City to treat wastewater transported through NIBLEY, with such costs being calculated as contemplated in paragraph 5.A. above. In the event that NIBLEY elects to change treatment providers or operate its own treatment facility, MILLVILLE may elect to either construct its own infrastructure at MILLVILLE's cost to continue to deliver wastewater to Logan, or MILLVILLE may continue to share NIBLEY's collection infrastructure and shall enter in an agreement with the new treatment facility for treatment of MILLVILLE's wastewater. Any costs related to MILLVILLE's decision on to pursue either of these options shall be paid by MILLVILLE.

9. Effective Period. This Agreement shall remain in effect until otherwise terminated by mutual agreement of the parties.

10. Payment Due Date. All amounts due to NIBLEY from MILLVILLE shall be billed on a annual basis to MILLVILLE by NIBLEY; and MILLVILLE shall pay all amounts due within thirty (30) days of the billing statement date. Any amounts not paid within said thirty (30) day period shall bear interest at the rate of one percent (1%) per month from the thirty-first (31st) day after said billing statement date until paid.

11. Damages and Expenses. All costs, damages and expenses (including but not limited to attorney's fees and the reasonable value of equipment and employee time) incurred by a non-breaching party in enforcing the terms and provisions of this Agreement, whether by filing suit or otherwise, because of a default or a breach by the breaching party to this Agreement or its residents' failure to abide by this Agreement or failure to comply with applicable rules and ordinances regulating discharge of materials into the sewage collection system, shall be born and paid by the breaching party.

CITY OF NIBLEY

ATTEST:

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
City Recorder

CITY OF MILLVILLE

ATTEST:

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

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Nibley City Attorney

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Millville City Attorney

J:\BL\NIBLEY\sewage cost sharing agr4.docx  
N-6512.09

May 6, 2016

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement"), made by and between the CITY OF MILLVILLE ("City") and the CACHE COUNTY SCHOOL DISTRICT ("District"), together referenced herein as the "Parties," is made pursuant to the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., and is made with reference to the following recitals:

WHEREAS, the District owns parcel numbers 02-126-0010,  
02-126-0008 containing a total of 51.21 acres. (School Property)

WHEREAS, the District intends to construct a new high school ("School") in the City east of State Road 165 between 100 North and 400 North in Millville; and

WHEREAS, the Parties recognize the benefit of making certain improvements, including roads, water and sewer lines ("Project Improvements"), to upgrade the infrastructure surrounding the School; and

WHEREAS, the Project Improvements are primarily shown in detail on the Construction Set of plans for Cache County High School #3 dated March 21, 2014 and amendments to the construction plans labeled Cache County High School #3 and dated 5/21/14. Portions of which are referenced by sheet number and are attached and incorporated as Exhibit A.

WHEREAS, the City has adopted a Roadway Corridor Study (RCS) Dated October, 2005. Portions of which are attached and incorporated as Exhibit B.

WHEREAS, the City has adopted construction standards as outlined in the Manual of Design and Construction Standards (MDCS) in February 2007. Portions of which are attached and incorporated as Exhibit C. The Utah American Public Works Association (APWA) Standards and Specifications, most recent edition, are adopted by reference as part of the MDCS and Exhibit C.

WHEREAS, the District has bid components of the Project and received pricing for such components, they are summarized for reference in this Agreement as Exhibit D.

WHEREAS, the District has completed a Traffic Impact Study titled, "Millville High School 2600 South / SR 165 Traffic Impact Study" (TIS) which is attached and incorporated as Exhibit E.

WHEREAS, the Parties desire to delineate each Party's responsibility with respect to the Project Improvements; and

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, any two or more Utah public agencies may enter into an agreement with one another for joint and cooperative action, including undertaking and financing a facility or improvement; and

May 6, 2016

WHEREAS, the Parties each find and expressly declare the undertaking herein contemplated, including the Project Improvements, (i) is in the best interests of their several citizens and beneficial to their health and welfare, (ii) will enable them to make the most efficient use of their powers, and (iii) will enable them to realize economies of scale and other benefits contemplated by the Interlocal Cooperation Act; and

WHEREAS, all approvals, authorizations, and other actions required to cause this Agreement to be the legal, valid, and binding obligation of each of the Parties have been or will be obtained;

NOW THEREFORE, the City and the District agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and provisions by which the Parties can cooperate with each other in the construction of the Project Improvements as generally described in the recitals above. The foregoing recitals are hereby incorporated into this Agreement by this reference and expressly made a part of the Agreement.
2. Responsibilities to be Borne by the District.
  - a. The District shall improve the intersection at 550 North 300 West by adding a left turn lane going west and right turn lane going east on 550 North enabling cars to turn South onto 300 West per the TIS (Exhibit E) Section XI, Exhibit A Sheet C-5.9 and in accordance with MDSC (Exhibit C).
  - b. The District shall dedicate an additional 14 feet of Right-of-Way to widen 300 West south of 550 North from a sixty-six foot (66 ft.) wide cross section to an eighty foot (80 ft.) wide cross section as planned in the Millville Roadway Corridor Study dated October 2005 (Exhibit B).
  - c. The District shall construct roadway improvements as shown in Exhibit A Sheets C-5.0 through C-5.9 and in accordance with the MDSC (Exhibit C), Such improvements shown in Exhibit A may include only a portion of the cross section as defined in the MDSC (Exhibit C) as agreed upon by the City and District.
  - d. The District shall construct a new bridge over the canal on 200 North between the School and 100 West.
  - e. The District shall construct PVC waterline pipe and appurtenances as shown in Exhibit A Sheets C-4.9 to C-4.14 in accordance with the MDSC (Exhibit C).

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- f. The District shall construct sewer line pipe and appurtenances as shown in Exhibit A Sheets C-4.2 to C-4.8 in accordance with the MDCS (Exhibit C).
- g. The District shall construct a five foot diameter manhole in lieu of the four foot diameter manhole as indicated at the intersection of 100 North and 100 West in Exhibit A.
- h. The District shall install storm drain piping and appurtenances in the Right of Way as shown in Exhibit A, Sheets C-4.15 to C-4.18 in accordance with the MDCS (Exhibit C).
- i. The District shall restore to existing conditions or construct landscaping improvements adjacent to any disturbance in the right-of-way in accordance with the UPDES Construction General Permit.
- j. The District shall transfer to the City 4.5 irrigation shares (13.5 a-f) in Millville Blacksmith Fork Irrigation Company with points of diversion at the City Wells.
- k. The District shall dedicate public rights-of-way for 300 West to the City limit line, 100 North and 200 North. The District shall also dedicate an easement for the waterline and storm drain facilities through the District property.
- l. The District shall maintain all Project Improvements outside of public rights-of-way except for the 12 inch waterline and infrastructure connected to the Storm Water Detention Basin as shown on C-4.15 of Exhibit A. The District shall maintain the landscaping in and around the Storm Water Detention area.
- m. The District shall provide the required quality control inspection and testing as outlined in the MDCS (Exhibit C). Test results and inspection reports from an independent testing and inspection entity related to Project Improvements will be provided to the City prior to acceptance of Project Improvements.
- n. The District shall complete all aspects of the project occurring in the City in accordance with Utah Code Ann. § 10-9a-305 related to public education entities.
- o. The District shall have the contractor constructing the Project Improvements and utility lines to warrant their work for a period of one year following the final inspection and acceptance of the Project Improvements by the City.
- p. Signage and other related exterior appurtenances associated with the High School will be submitted to the City Council for review and approval before installation.

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3. Responsibilities to be Borne by the City.

- a. Upon execution of this agreement, the City shall issue the Conditional Use Permit with terms acceptable to the City and District.
- b. The City shall give fair and equitable consideration for increasing right-of-way widths and asphalt pavement widths to accommodate the RCS (Exhibit B), upsizing of water and sewer lines for future development as credit toward impact fee costs.
- c. The City shall provide sewer meter as shown on Sheet C-4.3 near SR-165 and 2600 South. Specifically items 4-9 as listed on Detail 1 on sheet C-6.1 of Exhibit A.
- d. The City shall maintain the public roads and Project Improvements inside the City rights-of-way after acceptance by the City. The City shall also maintain the 12 inch water main through the District Property and infrastructure connected to the Storm Water Detention Basin as shown on C-4.15 of Exhibit A.
- e. The City will provide quality assurance inspection and testing services as it deems necessary related to Project Improvements and storm water.
- f. The City will review any signage and other related appurtenances requested by the District. Approval of such items will be granted after City comments are addressed. The City will use the existing sign ordinance as a guide when reviewing signs and related appurtenances.

4. Additional Rights/Powers of the City.

- a. The City may elect at its sole expense to participate in the construction inspections and acceptance of the work with equal standing to the District's designated representative.

5. Responsibility of Cost.

- a. The following list of items are required to be constructed by the District to meet State and City ordinances and meet current City and industry design standards. The value associated with these items may be considered toward the impact fees required to be paid by the District to the City.
  - i. Roadway improvements for 300 West for a 66 foot right-of-way according to the RCS (Exhibit B) and MDCS (Exhibit C). Curb, gutter and sidewalk associated with the roadway improvements for 300 West not adjacent to District Property are not required to be constructed.

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- ii. Improvements to 550 North 300 West intersection as shown on Sheet C-5.9 of Exhibit A.
  - iii. Roadway improvements to 100 North and 200 North as shown on Sheets C-5.7 and C-5.8 in Exhibit A.
  - iv. Culinary waterlines and appurtenances up to and including 8 inches in diameter.
  - v. Sewer lines and appurtenances up to and including 8 inches in diameter.
  - vi. Storm drainage infrastructure of all public rights-of-way.
- b. The following list of items are considered upgrades requested by the City or by Nibley City, to be constructed by the District and are considered part of the fair and equitable compensation toward the impact fees to be paid by the District to the City. These upgrades are shown in Exhibit A.
- i. Improvements to widen 300 West from sixty-six feet (66 ft.) to eighty feet (80 ft.). The cost of property to widen the road from sixty-six feet (66 ft) right of way to an eighty foot (80 ft) right of way.
  - ii. Improvements and utilities (water and sewer) from the southeast School Property line on 100 North, east to 100 West.
  - iii. ½ of the improvements and utilities (water and sewer) on 200 North from the east School Property line to the canal and all the cost of improvements and utilities from the canal on 200 North to 100 West.
  - iv. Upgrading the sewer line pipe size from eight inches (8") to ten inches (10"), twelve inches (12"), or fifteen inches (15"). The cost to increase depth of sewer to 550 North.
  - v. Upgrading the waterline pipe size from eight inches (8") to twelve inches (12") within the school property.
  - vi. Materials and installation to upsize the sewer line from eight inches (8") to fifteen inches (15") from 300 West along 2600 South west to Highway 165.
  - vii. Sewer meter, manhole, telemetry, and installation and connection of the meter at the intersection of 2600 South and Highway 165.

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- viii. Water line not required for fire protection on the school property.
- ix. Water line from the northeast property of the district at 300 West to 550 North.
- x. Sewer line from the northeast property of the district at 300 West to 550 North.
- xi. Sewer lines east of the east school property line on 100 North and 200 North to 100 West.
- xii. A portion of emergency overflow improvements including gates and pipe for the canal at 100 West and 100 North.
- xiii. The installation of 2600 South (300 North Millville) with a bridge crossing the Blacksmith Fork to connect to SR-165.
- xiv. Install a traffic signal at the intersection of 2600 South per SR-165 corridor agreement between UDOT, Millville City, and Nibley City.
- xv. Install a roundabout intersection at 300 West and 2600 South in lieu of a tee intersection to improve the traffic flow for the 200 East CMPO future corridor.

6. Impact Fees.

- a. Transportation Impact fees in the amount of \$1,765,034 were calculated by the City according to Millville City Ordinance 2009-2. No future impact fee will be assessed to the School District for expansion of the facilities for up to 2,000 students.
- b. Water Impact fees for distribution and source in the amount of \$90,318 were calculated in accordance with Ordinance 2006-3 based upon a student population of 2,000.
- c. The District has constructed upgrades as listed in Section 5.b of this agreement. The cost of these upgrades is detailed in Exhibit D of this agreement.
- d. With the improvements constructed by the District required by ordinances and standards outlined in Section 5.a, and giving fair and equitable consideration to the District for the upgrades constructed by the District as outlined in Section 5.b; the City and District agree that all impacts by the District to the City have been compensated for and no additional fee is required of the District to the City or from the City to the District.

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7. Duration of Agreement. This Agreement shall become effective on the date it has been approved by the executive and legislative bodies of each party or as otherwise required by Utah Code Ann. §11-13-202.5. The Agreement shall remain effective until the completion of the various infrastructure projects and acceptance by the City, and performance by both parties of the terms and conditions of this Agreement.
8. Termination. Termination of this Agreement prior to the expiration of its term is not contemplated. However, this Agreement may be terminated early under the following conditions:
  - a. Upon mutual written agreement by the Parties; or
  - b. In the event of a material breach of this Agreement by either party, the non-breaching party shall give written notice of the alleged material breach to the other party, with a request that the breach be cured within thirty (30) days of the written notice. In the event the stated breach is not cured within the thirty (30) day time or shorter period, the non-breaching party may terminate this Agreement by giving a sixty (60) day written notice to the breaching party of termination. Provided, however, additional time shall be allowed as may be required to diligently complete a cure reasonably commenced within the original thirty (30) day period of time. A material breach is defined as intentional or willful neglect of any of the provisions of this Agreement. A non-material breach shall be resolved by the contact persons/representatives of the Parties, provided that the refusal or neglect by either party to cure a non-material breach may be sited as a material breach within the reasonable discretion of the non-breaching party.
9. Damages/Expenses. All costs, damages, and expenses incurred by a non-breaching party because of a default or a breach by the other party of this Agreement shall be the responsibility of the defaulting or breaching party.
10. Indemnification. Each party shall indemnify, save harmless and defend the other party, and the other party's officers, agents, employees and representatives, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may hereafter arise or be incurred, that are caused in whole or in part, by any negligent or wrongful act or omission of the indemnifying party, its officers, agents, employees and representatives.
11. Governing Law/Disputes. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Utah. Any litigation arising hereunder must be filed in the First Judicial District Court in and for Cache County, State of Utah.
12. Severability of Agreement. If any provision of this Agreement is found to be in violation of law or unenforceable, then notwithstanding any other provision of this Agreement, the remaining provisions of the Agreement shall remain effective and be

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interpreted consistent with the remaining provisions to give effect to the mutual intent of the Parties to the maximum extent allowed by law.

13. Entire Agreement. This Agreement contains the entire Agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.
14. Headings and Paragraph Numbers. Headings and paragraph numbers have been inserted solely for convenience and reference and shall not be construed to effect the meaning, construction of effect of this Agreement.
15. Binding/Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their agents, successors-in-interest, assigns and transferees. This Agreement may not be assigned without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
16. Authorization. The undersigned representatives of each party confirm his or her authority to execute this Agreement and represent that his or her governing body has authorized this Agreement.
17. Modification. This Agreement may not be changed, altered or modified without the written consent of the Parties.
18. The Parties have articulated herein the ongoing maintenance responsibilities and once the construction is completed and the warranty period expired, the purposes of this Agreement shall be deemed fulfilled and the Agreement shall terminate of its own accord and without further action by either party.

DATED this \_\_\_\_\_ day of May 2016.

May 6, 2016

CITY OF MILLVILLE

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved by Attorney for the City of Millville

\_\_\_\_\_  
\_\_\_\_\_

DATED this \_\_\_\_\_ day of April, 2015.

CACHE COUNTY SCHOOL DISTRICT

By \_\_\_\_\_  
Its \_\_\_\_\_

Approved by Attorney for  
Cache County School District

\_\_\_\_\_  
Miles P. Jensen

## **8-2 Wastewater System Policy**

- 8-2-1 Definitions
- 8-2-2 Use Of Public Sewers
- 8-2-3 Private Wastewater Disposal
- 8-2-4 Sanitary And Building Sewers And Connections; Rates
- 8-2-5 Annual Review
- 8-2-6 Use Regulations
- 8-2-7 Powers And Authority Of Inspectors
- 8-2-8 Penalty

### **8-2-1 Definitions**

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

**ACTIVE SANITARY SEWER:** Any sanitary sewer pipe that is connected to the existing collection system outfall to a wastewater treatment works through any combination of pipes, manholes, pump stations, force mains or other system components is considered active. When any inactive sewer components are connected to the active sewer system, that portion of the sewer is then considered active.

**BIOCHEMICAL OXYGEN DEMAND (BOD):** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty degrees centigrade (20°C) expressed in milligrams per liter.

**BUILDING DRAIN:** That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (5') (1.5 meters) outside the inner face of the building wall.

**BUILDING SEWER:** The extension from the building drain to the public sewer or other place of disposal, also called "house connection".

**CESSPOOL:** An underground reservoir for liquid waste (as household sewage).

**CITY:** Millville City, Cache County, Utah.

**EASEMENT:** An acquired legal right for the specific use of land owned by others.

**FLOATABLE OIL:** Oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. Wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

**GARBAGE:** All waste resulting from residences, commercial trades or businesses and institutions. Commercial and industrial waste shall be distinct from domestic or household sanitary systems.

**GOVERNING BODY:** The mayor and council members of Millville City.

**INACTIVE SEWER:** Sewer pipes that have been installed as part of a development project for future use, which are not connected to the outfall through other collection system components are considered inactive

sewers. When any inactive sewer components are connected to the active sewer system, that portion of the sewer is then considered active.

**INDUSTRIAL WASTE:** The wastewater from industrial processes, trade or business as distinct from domestic or sanitary wastes.

**MAY:** Permissive. See definition of Shall.

**NATURAL OUTLET:** Any outlet, into a watercourse pond, ditch, lake or other body of surface or ground water.

**PERSON:** Any individual, firm, company, association, society, corporation or group.

**pH:** The logarithm of the reciprocal of the hydrogen ions concentration. The concentration is the weight of hydrogen ions, in grams per liter of solution. Neutral water, for example, has a pH value of seven (7) and a hydrogen ion concentration of  $10^{-7}$ .

**PRETREATMENT:** Treatment of wastewater flows for removal of harmful chemicals or substances or alteration of the wastewater flow characteristics prior to entering the public wastewater facilities to prevent damage to the wastewater facilities.

**PROPERLY SHREDDED GARBAGE:** The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1/2") (1.27 centimeters) in any dimension.

**PUBLIC SEWER:** A common sewer controlled by a governmental agency or public utility.

**RESIDENTIAL EQUIVALENT:** A structure, building or unit discharging effluent into the system placing no more burden or discharging no more effluent than "residential flows", as defined hereinafter.

**RESIDENTIAL FLOWS:** The assumed average and/or standard flow expected from a single-family dwelling based on wintertime culinary water usage. A residential flow volume strength is 250 mg/l TSS (total suspended solids, see definition of Suspended Solids) and 200 mg/l BOD (biochemical oxygen demand, see definition of Biochemical Oxygen Demand (BOD)).

**SANITARY SEWER:** A sewer designed to carry liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

**SEPTIC TANK:** A tank in which the solid matter of continuous flowing sewage is disintegrated by bacteria.

**SEWAGE:** The spent water of a community. The preferred term is "wastewater", as defined herein.

**SEWER:** A pipe or conduit designed to carry wastewater or drainage water.

**SHALL:** Mandatory. See definition of May.

**SLUG:** Any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the

average twenty four (24) hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

STATE: State of Utah

STORM DRAIN (Sometimes Termed STORM SEWER): A drain or sewer for conveying water, ground water, subsurface water or unpolluted water from any source.

SUPERINTENDENT: The superintendent of wastewater facilities, and/or of wastewater treatment works, and/or of water pollution control of Millville City, or his authorized deputy, agent or representative.

SUSPENDED SOLIDS: Total suspended matter that either floats on the surface of, or is in suspension in water, wastewater or other liquids, and that is removable by laboratory filtering as prescribed in "standard methods for the examination of water and wastewater" and referred to as non-filterable residue.

SYSTEM: The sewer or wastewater facilities of the City.

UNPOLLUTED WATER: Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

WASTEWATER: The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any ground water, surface water and storm water that may be present.

WASTEWATER FACILITIES: The structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

WASTEWATER TREATMENT WORKS: An arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with "waste treatment plant" or "wastewater treatment plant" or "water pollution control plant".

WATERCOURSE: A natural or artificial channel for the passage of water, either continuously or intermittently.

### **8-2-2 Use of Public Sewers**

- A. Deposits: It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of said City, any human excrement, garbage or other objectionable waste.
- B. Discharges: It shall be unlawful to discharge to any natural outlet within the City, or in any area under the jurisdiction of said City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter.
- C. Connection Requirements: The owner of any new houses, buildings or properties constructed for human occupancy, employment, recreation or other purposes, situated within the City, and abutting on any street, alley, easement or right of way in which there is located an existing active public sanitary sewer of the City, and within three hundred feet (300') of the active portion of the sanitary sewer system at the time of construction, **shall**, at the owner's expense, to install suitable sewer facilities along the entire length of the adjacent property line, and to connect such new facilities directly with the public sewer in accordance with the provisions of this chapter. An exception to this policy may be granted by the City council in extraordinary cases only.

- D. Connections of Existing Properties: The owner of any existing houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the City, and abutting on any street, alley, easement or right of way in which there is installed an active public sanitary sewer of the City, **may**, at the owner's expense, install suitable sewer facilities therein, and connect such facilities directly with the public sewer in accordance with the provisions of this chapter. All connections to the sanitary sewer system shall be per the requirements outlined in subsection 8-2-4.
- E. Sewer Main and Lateral Maintenance: Unless provision is expressly made for the ownership of sewer mains by means of a written agreement, all sewer mains shall be deemed to be the property of the City of Millville and subject to its absolute control and supervision even though actual installation may have been performed by a developer or other property owner. The property owner shall be responsible for:
  - A. Maintenance of all connecting lines or laterals running from the main line to the point of connection at the facility served by such connecting line.
  - B. Any physical or piping failures along the connecting lines or laterals.
  - C. All blockages or similar impediments of the waste water flows for the entire length of the lateral line from the main line to the facility being served. The city of Millville accepts no liability nor responsibility for any blockage in the lateral line whether it is under public property or private property.

### **8-2-3 Private Wastewater Disposal**

- A. Permitted: Where an existing active sanitary sewer is not available at the time a building is constructed under the provisions of subsection 8-2-2C of this chapter, and the building owner chooses to not connect to the sanitary sewer system, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this section.
- B. Permit: Fee: Before commencement of construction of a private wastewater disposal system, the owner shall first obtain a written permit from the governmental entity with jurisdiction. The application for such permit shall be made on a form furnished by the appropriate governmental entity, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary. A permit and inspection fee shall be paid as required at the time the application is filed.
- C. Compliance: Inspection: Permission to use the system for a private wastewater disposal system shall not become authorized until the installation is completed in compliance with the approved plans applicable with all State and local codes, and this chapter. Authorized City employees shall be allowed to inspect the work at any stage of construction. The applicant for the permit shall notify the City Public Works Superintendent when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within forty eight (48) hours of the receipt of notice by the City Public Works Superintendent.
- D. State Compliance: The type, capacities, location and layout of a private wastewater disposal system shall comply with all recommendations of the Department of Environmental Quality of the State of Utah. No septic tank or cesspool shall be permitted to discharge to any natural outlet.
- E. Maintenance: The owner shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times, and at no expense to the City.
- F. Additional Requirements: No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the Utah State Department of Environmental Quality.

### **8-2-4 Sanitary and Building Sewers and Connections; Rates**

- A. Permit Required: No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.
- B. Classifications: Equivalent Residential Units; Application: Fee:
1. There shall be two (2) classes of sewer connections to be known as "residential" and "commercial". Each connection type shall be measured by ERUs (equivalent residential units). Each residence served by the wastewater system will be considered to be a "residential" connection and will be considered to be equal to one ERU. In cases where there is more than one dwelling unit in a residence, each will be counted as a separate ERU. Each establishment served by the City's wastewater system that is not residential in nature will be considered a "commercial" connection charged equal to the average number of ERUs of flow contributed to the system in a one year period. In the City, an ERU is equal to eight thousand eight hundred (8,800) gallons per month.
  2. Prior to connecting to the wastewater system, a preliminary study shall be conducted to determine the ERU value for each "commercial" connection. Flows from zero to and including 8,800 gallons per month will be considered one (1) ERU. Flows from 8,801 to 17,600 gallons per month are considered two (2) ERUs, and so forth. There will be no partial ERUs. One year from the date the connection occurs, actual flows shall be used to confirm the ERU value for the connection. The flow data will be updated annually.
  3. Where a commercial connection does not have a wastewater effluent meter, the culinary water flows exclusive of irrigation use collected by the water meter will be used to determine the wastewater flow and ERUs.
  4. In every case, the owner or agent shall make application on a form obtained from the City. The permit application shall be supplemented by any plans, specifications or other information considered pertinent in the judgment of the public works director.
  5. Fees associated with the Wastewater System are adopted by Resolution.
  6. Impact fee: An Impact Fee may be adopted by the City to cover the expenses associated with the impact by a new or enlarged structure or use. The maximum impact fee amount will be determined in accordance with State statute and the final amount will be approved by the City Council.
  7. Connection Fee: A Connection Fee will be required by the City to cover the cost of the connection from the location of use to the main line through the lateral. Costs may include administration, inspection, design, materials, construction, and other associated items with the connection of the structure or use to the wastewater system.
  8. Use Fee: A Use Fee will be assessed according to the use amount of the wastewater system. The basic unit of the Use Fee is an ERU. The Use Fee includes a base fee to cover fixed costs such as administration and equipment costs associated with the system. The Use Fee will also include a conveyance fee associated to the amount of wastewater collected from the structure or use.
  9. Wastewater Strength Fee: A Wastewater Strength Fee may be assessed if it is determined by the City or treatment facility that treatment of the wastewater may enhance deterioration on the wastewater facilities, or wastewater treatment works.
  10. Pretreatment Fee: Where pretreatment is required by the City or treatment facility, a fee may be charged by the City or treatment facility.
- C. Mandatory Connection: Penalty:
1. Each person owning, occupying or having an interest in any new plumbed structure constructed in the City and having any portion of the structure located within three hundred feet (300') of an active sewer line at the time of construction of the structure, shall connect to the sewer system upon an application in the form hereinafter set out.
  2. It shall be a class B misdemeanor or a misdemeanor as declared by State law or county ordinance for any person to fail to connect to the sewer system who is the occupant, owner

or user of any new plumbed structure and having any portion of the structure located within three hundred feet (300') of an active sewer system at the time of construction of the structure, by a fine of not less than fifty dollars (\$50.00) for each day of violation, and each day of failure to connect shall be deemed a separate offense. In cases where connection would create an inordinate burden, the city council may waive this requirement.

3. Each individual connection to the sewer system shall execute an application on a form provided by the City.
- D. Installation of Building Sewer: All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- E. Separate And Independent Building Sewer Required; Exception: A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the building sewer from the front building may be extended to the rear building and the whole system will be considered as one building sewer. The City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection as described herein.
- F. Old Building Sewers: Old building sewers may be used in connection with new buildings only when they are examined and tested by the City Public Works Superintendent and found to meet all requirements of this chapter.
- G. Construction Code Compliance: The size, slope, alignment, materials or construction of all sanitary sewers, including building sewers, and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City and the State. In the absence of these code provisions or in amplification thereof, the materials of the ASTM and WPCF (Water Pollution Control Facility) manual of practice no. 9 shall apply.
- H. Elevation: Whenever possible, the building sewer shall be brought from the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer. Where such means are necessary, the owner shall be responsible for all installations, maintenance and operating costs for their operation.
- I. Surface Runoff Or Ground Water: No person shall make connection of roof downspouts, foundation drains, field drains, or other sources of surface runoff or ground water, to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the City and the Utah State department of environmental quality for purposes of disposal of polluted surface drainage.
- J. Connection Code Requirements: The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City, and the State, or the procedures set forth in appropriate specifications of nationally recognized publications of what are known as the ASTM and the WPCF Manual of Practice no. 9. All such connections shall be made gastight and watertight. Any deviation from the prescribed procedures and materials must be approved by the City before installation.
- K. Excavations; Protection: All excavation for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.
- L. Responsibility For Payment:
  1. Irrespective of the occupant, user, tenant, cotenant, permissive user, or any other person, firm, partnership, corporation or entity being in possession of the premises to which there is a sewer connection, the owner of the premises according to the records of the Cache

County Recorder shall be legally responsible for the payment of all charges, fees, assessments and any other payment or obligation or liability of a user. If any delinquent sewer connection, sewer user charge, repairs, maintenance or any other obligation is imposed against any premises, property, buildings or structures, the obligation shall be deemed by the City as an obligation of the owner of the real property on which any use is made from a sewer connection. Water services to delinquent property shall be turned off by the City for failure to pay any and all sewage and wastewater fees, assessments, charges or liability and will not be turned on again to those premises where a delinquency occurs unless and until all liabilities to the City for sewer service are paid in full.

- M. Interest Charge On Delinquent Or Past Due Connection Fees: The mayor and City council may, at their discretion and in circumstances that are equitable, impose interest at the rate of twelve percent (12%) per annum on all past due accounts either for connection fees, user charges, maintenance, repair or any other charge which is provided for, imposed or authorized by this chapter.

### **8-2-5 Annual Review**

- A. Required: The City shall review the total annual cost of operation and maintenance, long-term debt service relating to wastewater collection and treatment, as well as each user's wastewater contribution percentage not less often than every year, and will review the user charge system as necessary to assure equity of the system established herein and to assure that sufficient funds are obtained from the City's user charge system to: 1) adequately finance wastewater collection and treatment; and 2) cover said debt service. The City will apply excess revenues collected from a class of users to the costs of operation and maintenance attributable to that class for the next year, and adjust this rate accordingly.

### **8-2-6 Use Regulations**

- A. No person shall discharge or cause the discharge of any unpolluted waters such as storm water, surface water, ground water, roof runoff, subsurface drainage, or cooling water to any sewer; except storm water runoff from limited areas, which may be polluted at times, may be discharged to the sanitary sewer by permission of the City and Utah State Department of Environmental Quality.
- B. Storm water, other than that exempted under subsection A of this section, and all other unpolluted drainage, shall be discharged to such sewers as are specifically designated as storm sewers, or to natural outlets approved by the City and the Utah State department of environmental quality. Unpolluted industrial cooling water or process waters shall also be discharged to a storm sewer or natural outlet.
- C. The most recent adaptations of City of Logan "ordinance Chapter 13.12" and "Logan's regional enforcement response plan for sewer pretreatment" are hereby adopted into this chapter. All flow contributors into the City wastewater system shall be required to meet all requirements, stipulations and policies required by these public documents as well as all current State and federal law concerning discharge into sanitary sewers.
- D. If any water or wastes are discharged, or are proposed to be discharged to the public sewers, which contain the substances or possess the characteristics enumerated in any of Utah State laws or Logan City's sanitary sewer ordinances or policies, and which are determined by Logan, Nibley or Millville City to have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, Logan, Nibley or Millville City may:
1. Reject the wastes;
  2. Require pretreatment to an acceptable condition for discharge to the public sewers;

3. Require control over the quantities and rates of discharge, and/or wastes not covered by existing taxes or sewer charges under the provisions of this chapter. If Logan, Nibley or Millville City permits the pretreatment or equalization of waste flow, the design and installation of the plants and equipment shall be subject to the review and approval of Logan, Nibley or Millville City and the Utah State department of environmental quality;
  4. Require a plot plan of sewers of the user's property showing sewer and pretreatment facility location.
  5. Require details of wastewater pretreatment facilities.
  6. Require details of systems to prevent and control the losses of materials through spills to the municipal sewer.
- E. All measurements, tests and analysis of the characteristics of waters and wastes to which reference is made in this chapter shall be determined in accordance with the latest edition of standard methods for the examination of water and wastewater, published by the American Public Health Association. Sampling methods, location, times, duration and frequencies are to be determined on an individual basis subject to approval by the City.
- F. No statement contained in this chapter shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by Logan or Millville City for treatment.

#### **8-2-7 Powers And Authority Of Inspectors**

- A. Entrance Upon Premises: Duly authorized employees of the City or representatives of the City permitted by the City or Wastewater Treatment Works representatives, bearing proper credentials and identification shall be permitted to enter all properties for the purpose of inspection, observation, measurement, sampling and testing pertinent to discharge to the community system in accordance with the provisions of this chapter.
- B. Obtain Information: Duly authorized inspectors are authorized to obtain information concerning industrial processes that have a direct bearing on the kind and source of discharge to the wastewater collection system. Industrial users may withhold information when they have established that the revelation of said information to the public might result in an advantage to competitors.
- C. Information to Determine Compliance: The City may require any user of sewer services to provide information needed to determine compliance with this chapter. These requirements may include:
  1. Wastewater's discharge peak rate and volume over a specified time period.
  2. Chemical analysis of wastewaters.
  3. Information on raw materials, processes and products affecting wastewater volume and quality.
  4. Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer control.
- D. Safety Rules Observed: While performing the necessary work on private properties referred to herein, duly authorized inspectors shall observe all safety rules applicable to the premises established by the company.
- E. Premises with Easement: Duly authorized inspectors bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

#### **8-2-8 Penalty**

- A. Notice of Violation: Any person found to be violating any provision of this chapter shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- B. Misdemeanor Penalty: Any person who shall continue any violation beyond the time limit provided for in subsection A of this section shall be guilty of a Class B Misdemeanor and upon conviction thereof, shall be subject to penalty as provided in section 1-4-1 of this code for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.
- C. Liability for Damages: Any person violating any of the provisions of this chapter shall become liable to the City for the expense, loss or damage occasioned the City by reason of such violation.

## **Councilmember Reports**

### **May 26, 2016**

Sign into Millville – Mayor Johnson/Councilmember Duffin  
Fees in Lieu of Water Rights – Gary Larsen/Bob Fotheringham  
Review of Group Residential Facilities – Coordinator Harry Meadows  
Volunteerism Always Pays (VAP) Projects provided by Wal-Mart – Mayor Johnson  
City Artifacts – Councilmember Callahan  
Old Mill Day Committee – Councilmember Cummings  
CERT Training Program – Councilmember Cummings  
Water Rights Recommendation from Planning Commission – Mayor Johnson  
High School – Councilmember Zollinger  
**Schedule for Newsletter Article** –June, Mayor Johnson; July, Councilmember Callahan;  
August, Councilmember Cummings; September, Councilmember Duffin; October,  
Councilmember Williams; November, Councilmember Zollinger.. (To be turned in by the  
6<sup>th</sup> of each month)