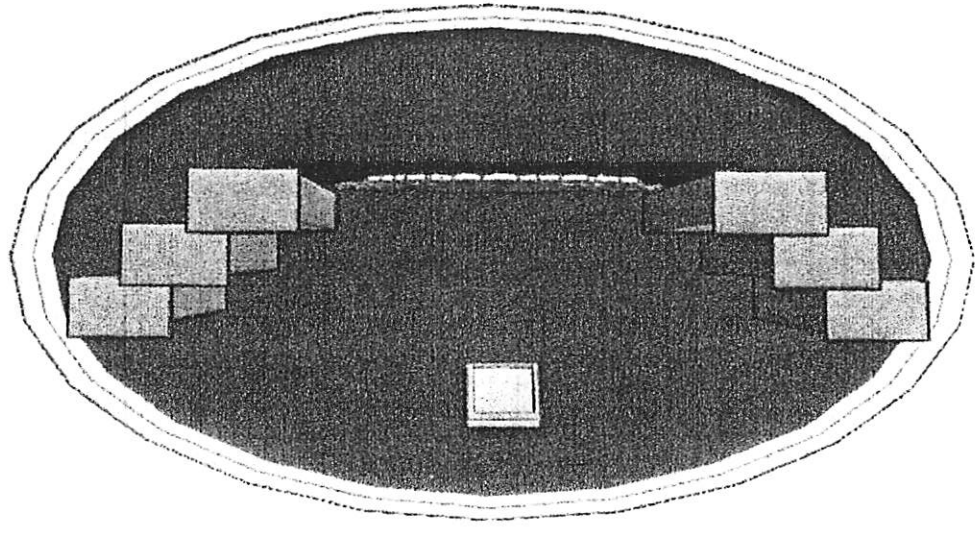
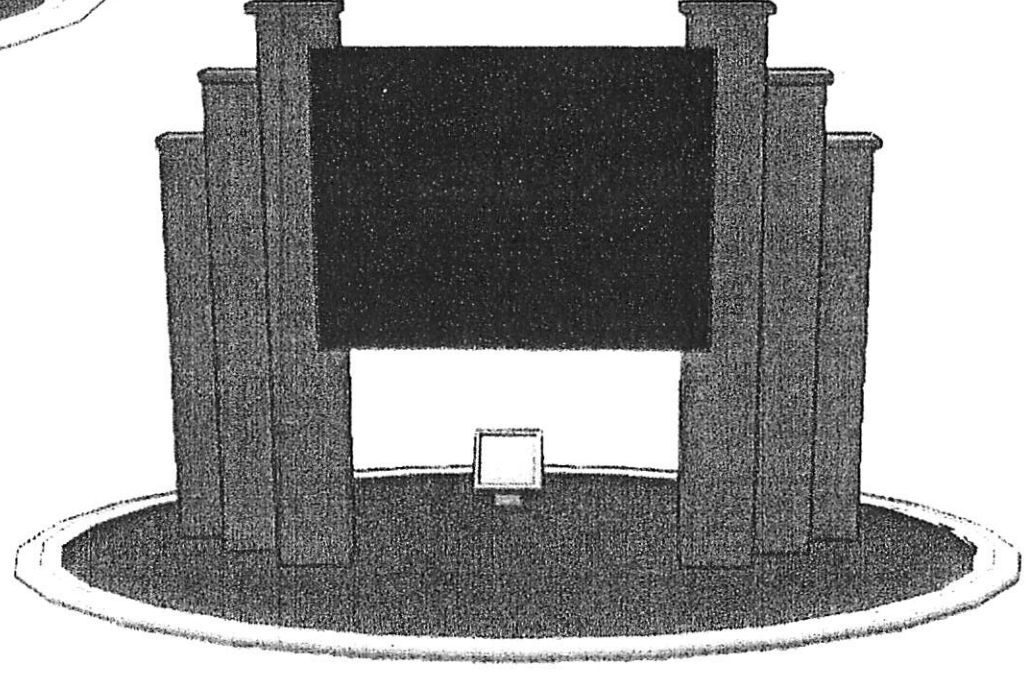
ATTACHMENT "B"

WELCOME TO
MILLVILLE
EST
CITY





ULESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
BREAK SHARP EDGES 010-020
FINISHED SURFACES 125

FRACTION	± 1/16
X.X	± 0.030
X.XX	± 0.010
X.XXX	± 0.005
ANGULAR	± 0.5°

MATERIAL

FINISH

DO NOT SCALE DRAWING

DRAWN 5/24/2016
CHECKED
APPR.
COMMENTS:

CENTRAL VALLEY MACHINE
1886 N. 100 EAST
LOGAN, UT 84335
435-752-0934

TITLE:

SIZE B DWG. NO. MILLVILLE WELCOME SIGN REV

SCALE: 1:6 WEIGHT: 70.554 LBS SHEET 1 OF 1

Millville City Sign Financing

Wood Beams	Burton Lumber	10x6x20 (1)	$155.00	$186.00
	Burton Lumber	10x6x16 (2)	$248.00	$298.00
Caps				
Brackets & Lags	Lowe's	2x12x12 (1)	$24.00	$27.00
	Burton Lumber	Lag Washers (48)	$48.00	$60.00
	Burton Lumber	Brackets (8)	$25.00	$28.00
Wood Stain & Sealer				
Wood Chips	Bennetts Paint	Gallon (1)	$33.00	$43.00
Cement	Steven Forest Products	Cubic Yard (1)	$40 Discount Pending	$40.00
Curbing	Le Grand Johnson	Cubic Yard (1)	$0 (Donation)	$122.00
Sign	Canyon Landscape	Curbing (50ft.)	$125 Discount pending	$125.00
Lighting	Central Valley Machning	Stainless Steel (2)	$200.00	$610.00
	Dave Beazer		?	
Painting				
Backhoe	Dons Autobody		$0 (Donation)	$200.00
Misc. Supplies	Mike Gibbons/Kyle Hancy		Donation pending	$100.00
			$50.00	$100.00
Total			$948.00	$1,939.00

ATTACHMENT "H"

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
TOTAL GENERAL	$1,552,368.00	TOTAL GENERAL	$1,552,368.00
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
TOTAL STORMWATER	$22,192.00	TOTAL STORMWATER	$22,192.00
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			
TOTAL CAPITAL PROJECT	$51,000.00	TOTAL CAPITAL PROJECT	$51,000.00

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		
TOTAL WATER AND SEWER	$566,569.00	TOTAL WATER AND SEWER	$566,569.00
BUDGET TOTAL	$2,192,129.00	BUDGET TOTAL	$2,192,129.00
DIFFERENCE	$0.00		

BUDGET IN BRIEF - FY 2017	12-May-16
Employee Rate Increase Proposed	Proposed 2%
Stormwater Fund	Increase of $1 per month per service
Water Fund	Increase of $.05 per 1000 gallons of water used
EXPENSES - GENERAL	
General Government	Conferences, Trainings, Interlocal Agreements, Dues, Code Book, Newsletter, Social, Supplies, Postage
Elections	Election held FY 2018, Noticing Etc.
Fire	Increase from $7.50 to $8 per capita
First Responders	Slight increase $ 7,266 to $7,866
Roads General	Salary, street lights, equipment, misc. road services
Roads Class C	Slurry, crack seal, salt/sand, grading, mapping roads, 200 East-Center to 100 North
Road Impact Fee	450/550 North Road Project
Parks General	Salary, utilities, mowing, supplies, maintenance, parking
Parks/Recreation -Other	MissMillville $1500; MillDays $5850; Easter $300; Christmas $400;FairBooth $750; Misc. $1000
Park Cap Impvement RAPZ	City Park Restroom
Park Impact Fees	Trees North Park, Mond-Aire Park, City Park Restroom
Public Safety /Emergency Preparedness/	Generator Emergency Operation Center/Public Safety/Emergency Notification System - $6500
Youth Council	$400 carry over 2016;Reimbursements for USU Conference
TAP Grant	Federal funding - $13,000 match
EXPENSES - WATER	
General	Training, utilities, dues, Postage, Misc.
Special Dept. Supplies	Water testing, computer support, equipment, pumps, leak detection
Capital Facility Rplacement Fund	Auto Meter Read
Water Capital Projects	Park Well Delineation, 200 East - Center to 100 North, Water Map Update
Inter City Sewer	$2/month per connection
City Sewer/Nibley	Usage from Meter - CCSD
CAPITAL PROJECT FUND	Electrical line from High School to 550 North on 300 West; Pickup Truck
CONSIDERATIONS	
Fire Risk Assessment	

MILLVILLE CITY PROPOSED BUDGET 2015-2016

Description	General Income	Rev 12/15	Rev 6/15	
Property Tax	$59,465.00			$59,465.00
Sales Tax	$172,000.00		$18,000.00	$190,000.00
Comcast Franchise	$8,500.00		$500.00	$9,000.00
In Lieu Fees	$6,500.00		$700.00	$7,200.00
Building Permits	$4,000.00		$2,000.00	$6,000.00
Animal Licenses	$5,000.00		$800.00	$5,800.00
Sanitation	$130,000.00		$4,000.00	$134,000.00
Fines / Court	$4,200.00		$300.00	$4,500.00
Interest	$3,800.00		$4,000.00	$7,800.00
Business Licenses	$2,200.00		-$100.00	$2,100.00
9-1-1 Service	$21,000.00		-$800.00	$20,200.00
Class "C" Roads	$85,838.00		-$12,838.00	$73,000.00
Energy Sales and Use Tax	$113,000.00		-$3,000.00	$110,000.00
Appropriated Fund Balance	$45,332.00	$8,400.00	$74,493.00	$128,225.00
Park Impact Fee	$10,000.00		$14,000.00	$24,000.00
Appropriated Road Impact Fee		$131,000.00	-$112,000.00	$19,000.00
Road Impact Fee	$22,800.00		$34,200.00	$57,000.00
Restaurant/RAPZ Tax	$23,000.00		-$23,000.00	$0.00
Appro. Fund Bal. Class "C" Rd	$2,862.00		-$2,862.00	$0.00
Appro. Fund Bal. Park Capital	$9,500.00		-$9,500.00	$0.00
Designated for Future Use				
Youth Council	$2,600.00		$900.00	$3,500.00
Mass Transit Sales Tax/CVTD	$13,500.00		$1,500.00	$15,000.00
Park Rentals	$2,800.00		$300.00	$3,100.00
Motor Tax	$500.00		$137.00	$637.00
Property Review Fee/Conceptual Plan	$1,000.00		$2,000.00	$3,000.00
Millville Memories Books	$150.00			$150.00
CIB Grant	$10,000.00		-$1,000.00	$9,000.00
CCCOG Grant	$0.00	$1,200,000.00	-$200,000.00	$1,000,000.00
Donations			$850.00	$850.00
Miscellaneous Sales			$2,350.00	$2,350.00
Reimbursement for Engineering			$9,800.00	$9,800.00
TOTAL GENERAL	$759,547.00	$1,339,400.00	($194,270.00)	$1,904,677.00

Description	June, 2015** General Expense	Rev 12/15	Rev 6/16	Revised 6-9-16
General Government	$45,000.00		$8,000.00	$53,000.00
Auditor	$10,600.00		-$100.00	$10,500.00
Financial Consulting	$8,070.00		$430.00	$8,500.00
Elected Officials	$18,700.00		-$900.00	$17,800.00
Insurance/Bonds	$15,050.00		-$550.00	$14,500.00
Recorder	$13,500.00		$700.00	$14,200.00
Treasurer	$6,800.00		-$2,800.00	$4,000.00
School Crossing Guard	$3,600.00		$500.00	$4,100.00
Development Coordinator	$3,700.00		$300.00	$4,000.00
Legal	$10,000.00		-$2,000.00	$8,000.00
Building	$8,400.00		$600.00	$9,000.00
P&Z Budget	$4,800.00		-$2,000.00	$2,800.00
City Engineering	$45,000.00		$125,000.00	$170,000.00
Police	$16,111.00			$16,111.00
Fire	$14,000.00		-$250.00	$13,750.00
Animal Control	$6,000.00		-$300.00	$5,700.00
Elections	$5,000.00	-$4,500.00	-$400.00	$100.00
First Responders	$7,266.00			$7,266.00
Roads-General	$88,000.00	$900.00	-$30,900.00	$58,000.00
Roads-Class "C"	$88,700.00		-$58,700.00	$30,000.00
Roads - Capital Outlay	$0.00			$0.00
Road Impact Fees Capital Outlay	$22,800.00	$108,200.00	-$55,000.00	$76,000.00
Road Impact Fee Desgnted Future	$0.00	$22,800.00	-$22,800.00	$0.00
Class "C" Desgntd for Future Use	$0.00		$43,000.00	$43,000.00
Parks-General	$82,200.00		$12,800.00	$95,000.00
Parks-Other	$8,200.00		$1,000.00	$9,200.00
Park Capital Improvement RAPZ	$20,000.00		-$20,000.00	$0.00
Sanitation	$130,500.00			$130,500.00
9-1-1 Service	$21,000.00		-$200.00	$20,800.00
Disaster Relief Fund	$2,600.00		-$2,600.00	$0.00
Public Safety	$4,850.00		-$1,000.00	$3,850.00
Youth Council	$5,600.00		$400.00	$6,000.00
Designated for Future Use	$0.00			$0.00
Mass Transit Tax Distribution/CVTD	$13,500.00		$1,500.00	$15,000.00
Park Impact Desgnted Future Use	$10,000.00		$14,000.00	$24,000.00
CIB Grant	$20,000.00		-$2,000.00	$18,000.00
Transfer to Capital Project Fund				
Transfer to Stormwater Fund		$12,000.00		$12,000.00
CCCOG Road Project		$1,200,000.00	-$200,000.00	$1,000,000.00
TOTAL GENERAL	$759,547.00	$1,339,400.00	-$194,270.00	$1,904,677.00

Description	SW Income	Rev 12/15	Rev 6/15	
Stormwater Fees	$13,600.00		$300.00	$13,900.00
Interest	$20.00		$18.00	$38.00
Appropriated Fund Balance	$3,980.00	$5,000.00	-$1,500.00	$7,480.00
Transfer from General Fund		$12,000.00		$12,000.00
Stormwater Construction Fees			$5,625.00	$5,625.00
TOTAL STORMWATER	$17,600.00	$17,000.00	$4,443.00	$39,043.00

Description	SW Exp	Rev 12/15	Rev 6/15	
Salaries/Benefits	$6,500.00		$1,000.00	$7,500.00
Special Department Supplies	$11,100.00		$3,443.00	$14,543.00
SW Drain Line 100 North		$17,000.00		$17,000.00
TOTAL STORMWATER	$17,600.00	$17,000.00	$4,443.00	$39,043.00

ATTACHMENT "I"

Description	CapProj Income	Rev 12/15	Rev 6/15	
Interest	$2,500.00		$2,200.00	$4,700.00
Appropriated Fund Balance	$32,500.00	$11,000.00	-$43,500.00	$0.00
Transfer from General Fund				
TOTAL CAPITAL PROJECT	$35,000.00	$11,000.00	-$41,300.00	$4,700.00

Description	CapProj Exp	Rev 12/15	Rev 6/15	
City Pickup Truck	$35,000.00		-$35,000.00	$0.00
Form Based Code		$11,000.00	-$11,000.00	$0.00
Designated for Future Use			$4,700.00	$4,700.00
TOTAL CAPITAL PROJECT	$35,000.00	$11,000.00	-$41,300.00	$4,700.00

Description	Water/Sewer Income	Rev 12/15	Rev 6/15	
Charges for Water Service	$305,000.00		-$4,000.00	$301,000.00
Interest	$500.00			$500.00
Impact Fee	$18,500.00		$26,874.00	$45,374.00
Tapping Fee	$400.00			$400.00
Filing Fee	$1,200.00		$400.00	$1,600.00
InterCity Sewer Upsizing Line	$13,500.00		$500.00	$14,000.00
Grant Revenue for ASR Project	$16,000.00			$16,000.00
Appropriated Fund Balance	$248,975.00	$5,400.00	-$89,674.00	$164,701.00
Cap Facility Replacement Funds			$141,000.00	$ 141,000.00
TOTAL WATER AND SEWER	$604,075.00	$5,400.00	$75,100.00	$684,575.00
BUDGET TOTAL	$1,416,222.00	$1,372,800.00	-$156,027.00	$2,632,995.00
DIFFERENCE	$0.00			

Description	Water/Sewer Exp	Rev 12/15	Rev 6/15	
General	$34,200.00			$34,200.00
Salary/Benefit	$86,000.00		$18,000.00	$104,000.00
Legal	$2,000.00		$3,000.00	$5,000.00
Auditor	$5,300.00			$5,300.00
Financial Consulting	$4,100.00		$500.00	$4,600.00
Bond (1997)	$57,000.00			$57,000.00
Bond (2006)	$91,700.00			$91,700.00
Cap. Facility Rplcmnt Fund Reserve	$30,000.00			$30,000.00
Bond -06 Reserve Fund	$10,000.00			$10,000.00
Special Department Supplies	$25,000.00		$25,000.00	$50,000.00
Insurance	$9,675.00			$9,675.00
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
TOTAL WATER AND SEWER	$604,075.00	$5,400.00	$75,100.00	$684,575.00
BUDGET TOTAL	$1,416,222.00	$1,372,800.00	-$156,027.00	$2,632,995.00

ATTACHMENT "J"

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 IMPROVMENTS. 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:

Nibley City Attorney

Millville City Attorney

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

ATTACHMENT "K"

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

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 MDCS (Exhibit C), Such improvements shown in Exhibit A may include only a portion of the cross section as defined in the MDCS (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 MDCS (Exhibit C).

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.

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.

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.

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.

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

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 2nd day of May 2016.

May 6, 2016

CITY OF MILLVILLE

By _____
Its Mayor

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

Re: Millville Sewer

From : Walter Baker <wbaker@utah.gov> Thu, May 26, 2016 11:39 AM

Subject : Re: Millville Sewer 1 attachment

To : Zan Murray <ZPM@jub.com>

Cc : Mike Johnson <mike.e.johnson@comcast.net>, rmjx2@comcast.net, John Mackey <jkmackey@utah.gov>, Leah Ann Lamb <llamb@utah.gov>

Zan,

The grant condition associated with the grant and loan authorized Millville City in November 1999 contained a condition that requires Millville City to repay the $391,000 grant and the remaining balance on its $391,000, 0% interest loan to the Board "when it receives financing for a centralized sewer system". The connection of homes/businesses along the Nibley/Millville interceptor sewer would not trigger this condition. Construction of a city-wide sewer system would.

Please let me know if you have any questions on this.

Walt

On Thu, May 26, 2016 at 10:22 AM, Zan Murray <ZPM@jub.com> wrote:

> Walt, thanks for taking some time to speak with me today regarding the situation with the Millville sewer collection system and existing Grant Agreement between Millville City and the Water Quality Board. As you are aware, due to the new high school in the community, a sewer collection system has been extended into the city limits to service the high school and adjacent seminary building. With the sewer system partially in place, Millville City is considering adopting and ordinance that would require those that develop property within 300 feet of an existing sewer mainline to extend the mainline across their property. Would this ordinance requirement trigger any repayment conditions of the existing Grant Agreement with the Water Quality Board?
>
> Thanks in advance for your response.
>
> ZAN MURRAY, S.E.
>
> Area Manager
>
> **J-U-B ENGINEERS, Inc.**
>
> 1047 S 100 W Suite 180, Logan, UT 84321
> p | 435-713-9514 c | 435-757-5767 e | zpm@jub.com
>
> 1047 S 100 W Suite 180, Logan, UT 84321
>
> e zpm@jub.com w www.jub.com
>
> p 435 713 9514 c 435 757 5767 f 435 713 9503

This e-mail and any attachments involving J-U-B or a subsidiary business may contain information that is confidential and/or

ATTACHMENT "M"

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 107.

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 associate 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 and 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.

ATTACHMENT "N"

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 6th of each month)