



NIBLEY CITY COUNCIL MEETING AGENDA  
Thursday, August 4, 2016 – 6:30 p.m.  
Nibley City Hall 455 West 3200 South, Nibley, Utah

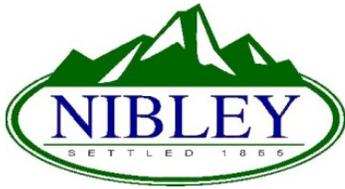
1. Opening Ceremonies (Councilmember Hansen)
2. Call to Order and Roll Call (Chair)
3. Approval of Minutes and Agenda (Chair)
4. Public Comment Period<sup>1</sup> (Chair)
5. TRUTH IN TAXATION HEARING: A public hearing to receive comment concerning the tax rate for real and personal property in Nibley City, as proposed by the tentatively adopted Nibley City FY16-17 Budget.
6. Discussion and consideration of Resolution 16-06: A Resolution Amending The Budget For Various Funds Of Nibley City For Fiscal Year 2015-16, Adopting The Budget For The Various Funds Of Nibley City And Other Budgetary Matters For Fiscal Year 2016-17 And Adjusting Certain Fees And Payments For Services (Third Reading)
7. PUBLIC HEARING: A public hearing to receive comment concerning a preliminary plat for Valley View Meadows subdivision, a 19-lot conservation subdivision located at approximately 250 West 3400 South.
8. Discussion and consideration of a preliminary plat for Valley View Meadows subdivision, a conservation subdivision located at approximately 250 West 3400 South.
9. PUBLIC HEARING: A public hearing to receive comment concerning a preliminary plat for Heritage Parkway subdivision, a 53-lot conservation subdivision located at approximately 2700 South 1200 West.
10. Discussion and consideration of a preliminary plat for Heritage Parkway subdivision, a 53-lot conservation subdivision located at approximately 2700 South 1200 West.
11. Discussion of a contract for boring under the railroad tracks for water and power service along 640 West.
12. Presentation of an update to the 2600 South sidewalk project.
13. Discussion and consideration of Resolution 16-08: A Resolution Authorizing An Amended Interlocal Agreement For Library Services With Hyrum City (First Reading)
14. Council and Staff Reports

### **Adjourn Meeting**

*IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE, PLEASE CALL 752-0431 A MINIMUM OF 24 HOURS BEFORE THE MEETING.*

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



**Nibley City Council  
Agenda Report for  
August 4, 2016**

**Agenda Item 5 & 6**

|                         |   |
|-------------------------|---|
| <b>Description</b>      | <p>TRUTH IN TAXATION HEARING: A public hearing to receive comment concerning the tax rate for real and personal property in Nibley City, as proposed by the tentatively adopted Nibley City FY16-17 Budget.</p> <p>Discussion and consideration of Resolution 16-06: A Resolution Amending The Budget For Various Funds Of Nibley City For Fiscal Year 2015-16, Adopting The Budget For The Various Funds Of Nibley City And Other Budgetary Matters For Fiscal Year 2016-17 And Adjusting Certain Fees And Payments For Services (Third Reading)</p>   |
| <b>Department</b>       | City Council  |
| <b>Presenter</b>        | David Zook, City Manager and Stephen Nelson, City Treasurer   |
| <b>Sponsor</b>          | n/a   |
| <b>Applicant</b>        | n/a   |
| <b>Background</b>       | <p>Previous drafts of the FY 16-17 Budget were presented to the City Council and the public at the May 5, May 19, June 2 and June 9 City Council meetings. The City Council's last public hearing regarding the budget was held on May 19.</p> <p>Resolution 16-06 would adopt the budget for the current fiscal year and finalize the tax rate. This budget is identical to the budget passed on June 9 and is being brought before the Council again to adopt the tax rate. On June 9, the Council adopted a budget with a proposed tax rate of 0.001667, an increase from the certified tax rate of .001484, done by Cache County. Because the propose tax rate is higher than the certified tax rate, Nibley had to comply with Truth in Taxation laws and adopt a final budget by August 17 after proper notice procedure. Nibley has followed the proper notice procedure by posting it online on the public notice website, having it published in the newspaper twice, and following other public meeting posting requirements.</p> <p>The proposed tax increase would bring an additional \$45,000 of property tax revenue in this fiscal year. This means that the average homeowner that has a market value of \$213,000 would see an increase of \$21.44 to their property taxes this year. Residential properties are taxed at 55% of their market value. Commercial properties are taxed at 100% of their market value.</p> |
| <b>Recommendation</b>   | Adopt a tax rate for fiscal year 2016/2017  |
| <b>Financial Impact</b> | Increase revenue by \$45,000  |
| <b>Reviewed By</b>      | Mayor, City Council, City Manager, All Departments  |

**Agenda Item 7 & 8**

|                           |   |                          |             |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
|---------------------------|---|--------------------------|-------------|--------------------|---------|-------------|------|----------------------|------------|------------|------------|--------------------------|-----|---------------|-----|---------------------|---------|---------------|-------------|--------------------|-------------|---------------|---|--|--|
| <p><b>Description</b></p> | <p>PUBLIC HEARING: A public hearing to receive comment concerning a preliminary plat for Valley View Meadows subdivision, a 19-lot conservation subdivision located at approximately 250 West 3400 South.</p> <p>Discussion and consideration of a preliminary plat for Valley View Meadows subdivision, a conservation subdivision located at approximately 250 West 3400 South.</p>   |                          |             |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| <p><b>Department</b></p>  | <p>Planning &amp; Building</p>  |                          |             |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| <p><b>Presenter</b></p>   | <p>Shari Phippen, City Planner</p>  |                          |             |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| <p><b>Sponsor</b></p>     | <p>n/a</p>  |                          |             |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| <p><b>Applicant</b></p>   | <p>Ironwood Construction</p>  |                          |             |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| <p><b>Background</b></p>  | <p><b>Phasing</b><br/>The developer intends on doing the project in one phase.</p> <p><b>Open Space/Density Calculations</b></p> <table data-bbox="391 730 1523 961"> <tr> <td>Project Size</td> <td>9.51 acres</td> <td>Original Lot Yield</td> <td>16 lots</td> </tr> <tr> <td>ROW acreage</td> <td>2.07</td> <td>Developable Property</td> <td>7.44 acres</td> </tr> <tr> <td>Open Space</td> <td>1.86 acres</td> <td>Percentage of Open Space</td> <td>25%</td> </tr> <tr> <td>Density Bonus</td> <td>25%</td> <td>Allowable Lot Yield</td> <td>20 lots</td> </tr> <tr> <td>Avg. Lot Size</td> <td>12,701 sqft</td> <td>Req. Avg. Lot Size</td> <td>13,068 sqft</td> </tr> <tr> <td>Req. Frontage</td> <td colspan="3">95'- all lots meet or exceed the required frontage.</td> </tr> </table> <p>There is less than a 3% difference in the required average lot size and the average size of the buildable lots. The Council has the discretion, with the vote of 3 or more members, to waive any of the provisions of the ordinance, if they find cause for doing so. I believe there is cause for doing so in this situation.</p> <p><b>R-O-W</b><br/>The right-of-way within the subdivision is proposed to be 60', which our engineering standards dictate is acceptable for local, neighborhood access roads. 450 West runs on the western boundary of this project and the developer will be building their half of 450 West in conjunction with this project. Because it will server a larger traffic load than a local, neighborhood road, the Transportation Master Plan dictates that 450 West will a 66' right of way. This preliminary plat is in line with that right of way cross-section.</p> <p><b>O.S</b><br/>The developer is proposing to turn over 1.86 acres of open space to the City for public access. While we have not discussed in detail what will be done with the open space, a portion of it will be used for the subdivision's retention. At a minimum, the developer will be required to landscape and develop that portion of the open space.</p> <p>I would like to see the City maximize the usability of the open space. I would like to see a sidewalk constructed west of the west bank of the irrigation canal so that there is a walking trail around the open space. It would take about 450' of sidewalk to do that, beyond what is being constructed as part of the road r-o-w. a 5' walking trail would cost approximately \$8,000, a 10' trail would cost approximately \$16,000. A 5'</p> | Project Size             | 9.51 acres  | Original Lot Yield | 16 lots | ROW acreage | 2.07 | Developable Property | 7.44 acres | Open Space | 1.86 acres | Percentage of Open Space | 25% | Density Bonus | 25% | Allowable Lot Yield | 20 lots | Avg. Lot Size | 12,701 sqft | Req. Avg. Lot Size | 13,068 sqft | Req. Frontage | 95'- all lots meet or exceed the required frontage. |  |  |
| Project Size              | 9.51 acres  | Original Lot Yield       | 16 lots     |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| ROW acreage               | 2.07  | Developable Property     | 7.44 acres  |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| Open Space                | 1.86 acres  | Percentage of Open Space | 25%         |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| Density Bonus             | 25%   | Allowable Lot Yield      | 20 lots     |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| Avg. Lot Size             | 12,701 sqft   | Req. Avg. Lot Size       | 13,068 sqft |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |
| Req. Frontage             | 95'- all lots meet or exceed the required frontage.   |                          |             |                    |         |             |      |                      |            |            |            |                          |     |               |     |                     |         |               |             |                    |             |               |   |  |  |

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|                         | <p>trail, in general, is not suitable as a trail because it is not wide enough to accommodate anything besides a single person going in each direction. I believe a 10' trail is more appropriate for this situation. That allows for two people walking together in one direction and other people coming in the opposite direction.</p> <p><b>Utilities</b><br/>The plat proposes a secondary water system for the subdivision, which, if privately held, is permissible, and which the City Engineer will take into account when calculating the amount of required water.</p> <p><b>Canal</b><br/>There is an irrigation ditch that runs through the open space. NBFIC has been notified of the development and made aware that they have 30 days from the time they were notified to contact the City with any questions or concerns- I have a signed letter to that effect. The NBFIC is pushing for it to be piped. The City would like to see if left open- one of the goals of the General Plan is to, as much as possible, leave water courses open. The resolution of the ditch piping will be presented when the subdivision comes in for final plat approval.</p> <p><b>Maintenance</b><br/>As part of the submittal of the final plat for this subdivision, the developer will be required to submit a maintenance plan for the open space. City Code 10-18-17(B) outlines the requirements for the maintenance plan, which are:</p> <ol style="list-style-type: none"> <li>1. The plan shall define ownership.</li> <li>2. The plan shall establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space.</li> <li>3. The plan shall estimate staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the conservation land and operation of any common facilities on an ongoing basis. Such funding plan shall include the means for funding long term capital improvements as well as regular yearly operating and maintenance costs.</li> <li>4. At the city's discretion, the applicant may be required to escrow sufficient funds for the maintenance and operation costs of common facilities for up to one year following acceptance by the city.</li> </ol> |
| <b>Recommendation</b>   | <p>The Council should hold the public hearing and receive comments.</p> <p>It is my opinion that the project meets the necessary requirements to receive approval of the preliminary plat. Prior to presenting the final plat, a fully detailed plan will need to be prepared and reviewed with staff outlining ownership and development of the open space. The final approval of that plan will be done by the Planning Commission and City Council as part of the final plat approval.</p> <p>At their July 13, 2016 meeting, the Planning Commission made a favorable recommendation that this preliminary plat should be given approval.</p>   |
| <b>Financial Impact</b> |   |
| <b>Reviewed By</b>      | City Planner, Planning Commission   |

**Agenda Item 9 & 10**

|                           |   |                          |             |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
|---------------------------|---|--------------------------|-------------|--------------------|---------|-------------|---------|----------------------|-------------|------------|-----------|--------------------------|-----|---------------|--------|---------------------|---------|---------------|------------|--------------------|--|----------|----------|--|--|
| <p><b>Description</b></p> | <p>PUBLIC HEARING: A public hearing to receive comment concerning a preliminary plat for Heritage Parkway subdivision, a 53-lot conservation subdivision located at approximately 2700 South 1200 West.</p> <p>Discussion and consideration of a preliminary plat for Heritage Parkway subdivision, a 53-lot conservation subdivision located at approximately 2700 South 1200 West.</p>  |                          |             |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| <p><b>Department</b></p>  | <p>Planning/Building</p>  |                          |             |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| <p><b>Presenter</b></p>   | <p>Shari Phippen, City Planner</p>  |                          |             |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| <p><b>Sponsor</b></p>     | <p>n/a</p>  |                          |             |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| <p><b>Applicant</b></p>   | <p>Sierra Homes</p>   |                          |             |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| <p><b>Background</b></p>  | <p><b>Phasing</b><br/> The preliminary plat shows that the project will be developed in 4 phases. By and large, the phasing is acceptable, as it will result in the major accesses being constructed in the first two phases, and also, as it will result in the development of nearly all of the open space in the first two phases. I would prefer to see Phases 3 and 4 swap- I think it will make for a smoother development.</p> <p><b>Open Space/Density Calculations</b></p> <table border="0"> <tr> <td>Project Size</td> <td>19.88 acres</td> <td>Original Lot Yield</td> <td>46 lots</td> </tr> <tr> <td>ROW acreage</td> <td>5 acres</td> <td>Developable Property</td> <td>14.88 acres</td> </tr> <tr> <td>Open Space</td> <td>3.3 acres</td> <td>Percentage of Open Space</td> <td>22%</td> </tr> <tr> <td>Density Bonus</td> <td>18.75%</td> <td>Allowable Lot Yield</td> <td>55 lots</td> </tr> <tr> <td>Avg. Lot Size</td> <td>9,518 sqft</td> <td>Req. Avg. Lot Size</td> <td></td> </tr> <tr> <td>Frontage</td> <td>85'-110'</td> <td></td> <td></td> </tr> </table> <p>The open space shown falls just short of the required 25% in order to receive the 18.75% open space. However, 67% of the open space is adjacent to the 5 acres owned by Nibley City and the addition of more than 2 acres to that property gives the City far more potential of that property than we would have originally had. Additionally, the required frontage on the proposed ordinance is 95' for 25% open space projects, and approximately half of the lots in this subdivision fall short of that. However, the frontages are in line with what is in the area. Lot frontages in the Stonebridge and Maple View Estates subdivisions, to the south and east of this project range from 85'-110', identical to what is proposed in this subdivision. As stated with the previous subdivision, the Commission and Council do have the discretion, with the vote of 3 or more members, to waive any of the provisions of the ordinance, if they find cause for doing so. I believe there is cause for doing so for both of these cases.</p> <p><b>Right of Way</b><br/> The right-of-way within the subdivision is proposed to be 60', which our engineering standards dictate is acceptable for local, neighborhood access roads. 1200 West runs on the eastern boundary of this project and the developer will be building their portion of 1200 West in conjunction with this project. Because it will server a larger traffic load than a local, neighborhood road, and is anticipated to serve as a portion of the road connecting through Hyrum, Nibley and Logan, the Transportation Master Plan dictates that 1200 West will be an 80' right of way. This preliminary plat is in line with that right of way cross-section. 2600 South is shown as a 66' cross section, which</p> | Project Size             | 19.88 acres | Original Lot Yield | 46 lots | ROW acreage | 5 acres | Developable Property | 14.88 acres | Open Space | 3.3 acres | Percentage of Open Space | 22% | Density Bonus | 18.75% | Allowable Lot Yield | 55 lots | Avg. Lot Size | 9,518 sqft | Req. Avg. Lot Size |  | Frontage | 85'-110' |  |  |
| Project Size              | 19.88 acres   | Original Lot Yield       | 46 lots     |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| ROW acreage               | 5 acres   | Developable Property     | 14.88 acres |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| Open Space                | 3.3 acres   | Percentage of Open Space | 22%         |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| Density Bonus             | 18.75%  | Allowable Lot Yield      | 55 lots     |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| Avg. Lot Size             | 9,518 sqft  | Req. Avg. Lot Size       |             |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |
| Frontage                  | 85'-110'  |                          |             |                    |         |             |         |                      |             |            |           |                          |     |               |        |                     |         |               |            |                    |  |          |          |  |  |

is in line with what has been built West of 800 West and through existing subdivisions.

The Planning Commission has a scheduled public hearing for their August 10, 2016 meeting where they will be considering an amendment to the Transportation Master Plan that will show 2600 South as a 66' ROW running West from the railroad tracks to Hwy 89/91.

### **Open Space**

The developer is proposing to turn over 3.3 acres of open space to the City for public access. We have not discussed in detail what will be done with the open space. Prior to the developer presenting the first final plat, we will need to have a plan for the Commission and Council to review and approve that outlines how the open space will be constructed, who will construct which portion of the open space, and how the long-term operation and maintenance will be handled.

### **Utilities**

We have provided the engineering review comments to the developer. The City Engineer will calculate the amount of water required as part of further plat review.

### **Irrigation Canal**

There is an existing ditch that the developer has proposed to reroute. When the plat was previously presented, there was coordination with the canal company at that time regarding the ditch being rerouted. However, I think that since 3 years have passed, it would be wise to have the developer contact the irrigation company and give them an additional opportunity to review the plat and express any concerns they might have to Nibley City.

### **Pedestrian ROW**

City Code 11-5-6 requires that, if a block is longer than 660', that there will be a pedestrian ROW in the middle of the block. This preliminary plat has a pedestrian ROW between Lots 6-7, which is acceptable. However, ROW falls short of the required 20' outlined in 11-5-6.

### **Maintenance**

As part of the submittal of the final plat for this subdivision, the developer will be required to submit a maintenance plan for the open space. City Code 10-18-17(B) outlines the requirements for the maintenance plan, which are:

1. The plan shall define ownership.
2. The plan shall establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space.
3. The plan shall estimate staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the conservation land and operation of any common facilities on an ongoing basis. Such funding plan shall include the means for funding long term capital improvements as well as regular yearly operating and maintenance costs.
4. At the city's discretion, the applicant may be required to escrow sufficient funds for the maintenance and operation costs of common facilities for up to one year following acceptance by the city.

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| <b>Recommendation</b>   | <p>The recommendation on this one is a little more complex. The conservation residential subdivision ordinance currently on the books does not provide for the R-2A subdivision, which is the zoning of this property. However, the Commission is close to finalizing a revised ordinance that would allow for this subdivision to be approved as it is presented to you. This subdivision was evaluated under the revised ordinance, whereas Valley View was evaluated based on the ordinance that is currently on the books.</p> <p>Because the revised ordinance has not yet been adopted, at their July 13, 2016 meeting, the Commission did not feel they had the ability to make a favorable recommendation, despite the proposal substantially meeting the requirements of the revised ordinance. Their recommendation was that it be denied based on non-compliance.</p> <p>My recommendation would be that discussion of the preliminary plat be continued for a period of no more than 120 days, in order for the City to complete its revision of the conservation residential subdivision ordinance.</p> |
| <b>Financial Impact</b> |  |
| <b>Reviewed By</b>      | City Planner, Planning Commission  |

**Agenda Item 11**

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| <b>Description</b>      | Discussion of a contract for boring under the railroad tracks for water and power service along 640 West for new well.  |
| <b>Department</b>       | Public Works  |
| <b>Presenter</b>        | Justin Maughan, Public Works Director   |
| <b>Sponsor</b>          | n/a   |
| <b>Applicant</b>        | n/a   |
| <b>Background</b>       | <p>Please see attached info from Engineer.</p> <p>In addition to that info, I called a number of references and at this time, and have only been able to speak to one. However, that one, I personally know and trust, Clay Bodily, the City Engineer of Smithfield. Clay was happy with Allied's performance, he would hire them again and he indicated that they were quite a bit lower cost than the other bids that they received for their project. Their project sounded very similar to ours. I have left voicemails for others to call me back.</p> |
| <b>Recommendation</b>   | Accept the bid from Allied Underground Technologies for \$95,213.00 and proceed with construction.  |
| <b>Financial Impact</b> | This cost is a bit higher than was originally estimated. However, if you look at the entire project as a whole, we are doing ok. Two years ago, I presented a plan that would cost \$1.78M dollars to complete. We have spent to date \$940k. Current projections put us with completion right around \$2M, which would be about an 11% increase from original estimates.   |
| <b>Reviewed By</b>      |   |

## Agenda Item 12

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| <b>Description</b> | Presentation of an update to the 2600 South sidewalk project  |
| <b>Department</b>  | Public Works  |
| <b>Presenter</b>   | Justin Maughan, Public Works Director   |
| <b>Sponsor</b>     | n/a   |
| <b>Applicant</b>   | n/a   |
| <b>Background</b>  | <p>Construction on the 2600 South and HWY 165 intersection has been progressing for the last couple of months. The light is scheduled to be up and functional by the 9<sup>th</sup> of August, but I believe that they are waiting to turn it on to the public one week before school starts.</p> <p>When this construction is complete, there will be a gap in the sidewalk and curb and gutter on the south side of 2600 South in front of the mobile home park. Nibley City had originally designed and planned to construct that in conjunction with the intersection project, and it was included in the bid as an alternate. But due to the fact bids that were higher than what we had budgeted at the time, and concern with the design, we did not accept the alternate. So at this point we are at square one, and need to determine a final alignment and design for the sidewalk and contract with our own contractor to complete the construction.</p> <p>The original design for the sidewalk essentially mirrored the area in front of the church on 2600 South, which is what you would typically see on a developed street with curb, gutter, parkstrip and sidewalk. It included removing the existing trees in front of the mobile home park, and planting new ones. At the time, the bid was \$75k to complete the work.</p> <p>The major concern with the design was the removal of the existing trees. Tree board members were asked to submit an opinion. The majority were in favor of saving the trees. So we investigated options for saving the trees.</p> <p>The first option would be to purchase property from the owner, and move the sidewalk south 10 feet, so that we could construct the sidewalk out from underneath the canopy of the trees. The property owner was not interested in this option, and felt that it would put the sidewalk too close to his tenets homes.</p> <p>The second option was to put the sidewalk up against the back of the curb and have no parkstrip. This option will not work, as there is not enough room between where the top back of curb would be, and the trunk of the trees.</p> <p>The second option would be to squeeze the sidewalk between the right of way line, and the south side of the trees. It can be done, but there will be a couple of the trees on the west end that look like they will have to come out. The issue with this option is the health of the trees. Anything we do under the canopy of the tree will impact their health, but to what extent is hard to say. I had a very similar project in Logan about three years ago, and we lost a few of the trees within a year. I called the Logan City Arborist and asked him how the rest are currently doing, and he said that they are doing ok.</p> |

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|                         | <p>The biggest impact on the health of the trees would be digging in the root system. Curb and gutter creates some issues to deal with in regards to drainage. Those issues may not be able to be worked out, without some piping. Piping will definitely impact the root system of the trees.</p> <p>We should be able to get the sidewalk in without disturbing the roots very much.</p> <p>Another big issue is just getting the equipment under the limbs to be able to do the work. Some of the lower/larger branches may have to be cut off, changing the look of the trees. I don't see a lot of that happening, but there will be some.</p> <p>Other points of interest about the trees:<br/>They are underneath power lines and are subject to their trimming techniques.<br/>Roots may cause issues with heaving of curb and sidewalk.</p> |
| <b>Recommendation</b>   | Put the sidewalk on the south side of the trees and stay within the existing right of way. Work on design to limit to the maximum extent possible any piping. May require grading and cooperation from the property owner to accomplish.   |
| <b>Financial Impact</b> | Should not drastically change the cost of the project. It may take a contractor more time, because they will likely have to use smaller equipment and be a little more delicate, which may result in a little more cost. Also will be some engineering redesign cost.  |
| <b>Reviewed By</b>      | Public Works Director  |

**Agenda Item 13**

|                         |   |
|-------------------------|---|
| <b>Description</b>      | Discussion and consideration of Resolution 16-08: A Resolution Authorizing An Amended Interlocal Agreement For Library Services With Hyrum City (First Reading)   |
| <b>Department</b>       | Community Development   |
| <b>Presenter</b>        | David Zook, City Manager  |
| <b>Sponsor</b>          | n/a   |
| <b>Applicant</b>        | n/a   |
| <b>Background</b>       | <p>Hyrum City assesses Nibley City for providing Nibley residents access to the Hyrum Library. The assessment is based on active library cards of Nibley residents. This year Hyrum proposed a 17% increase from \$30 to \$35 per library card per year. Hyrum has not requested an increase in this fee since 1996 when Nibley's initial agreement with Hyrum was approved. The actual cost to Hyrum City for each card is approximately \$114 per Hyrum resident. Other cities charge the following for non-residents who use their library.</p> <ul style="list-style-type: none"><li>• Smithfield - \$10</li><li>• North Logan - \$90</li><li>• Logan - \$163</li></ul> <p>This increase was reflected in the adopted FY16-17 Budget.</p> |
| <b>Recommendation</b>   | The Council should adopt the resolution and approve the interlocal agreement with Hyrum City for library services.  |
| <b>Financial Impact</b> | There is an increase of \$4,000 in the FY16-17 budget over the FY15-16 budget, which is the 17% increase Hyrum requested  |
| <b>Reviewed By</b>      | City Manager  |

**RESOLUTION 16-06**

A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR FISCAL YEAR 2015-16, ADOPTING THE BUDGET FOR THE VARIOUS FUNDS OF NIBLEY CITY AND OTHER BUDGETARY MATTERS FOR FISCAL YEAR 2016-17 AND ADJUSTING CERTAIN FEES AND PAYMENTS FOR SERVICES

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

1. The attached Fiscal Year 2015-16 current-year budget is hereby adopted and approved as the amended budget for the current fiscal year ending June 30, 2016, with amendments, if any, as reflected in the attached budget document and the minutes of this meeting.
2. The attached budget entitled Final Budget FY 2017 is hereby adopted and approved for the fiscal year July 1, 2016 to June 30, 2017, with amendments, if any, as reflected in the budget document and the minutes of this meeting.
3. The monthly charge for storm water shall be \$6.75 per month, per residential utility customer.
4. The adopted property tax rate is 0.001667.

Dated this \_\_\_\_\_ day of August, 2016

---

Shaun Dustin, Mayor

ATTEST

---

David Zook, City Recorder

VALLEY VIEW MEADOWS SUBDIVISION  
 PART OF THE SOUTHEAST QUARTER OF 21  
 AND THE NORTHEAST QUARTER OF SECTION 28,  
 TOWNSHIP 11 NORTH, RANGE 1 EAST,  
 SALT LAKE BASELINE AND MERIDIAN  
 PRELIMINARY PLAT

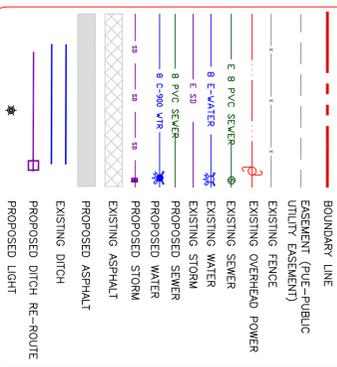
0 30 60 120  
 SCALE: 1"=120' (11x17 PLAN SET)  
 SCALE: 1"=60' (22x34 PLAN SET)



NOTES:

- Statement of Intent - Subdivide the land into 19 individual building lots with open space.
- Owner: TIGC Properties LLC  
 1100 West 1200 South  
 Logan, Utah 84321  
 Developer: Ironwood Development Group LLC  
 North Logan, Utah 84341  
 50 East 2500 North  
 Front yard = 25 feet  
 Side yard = 10 feet  
 Rear yard = 10 feet  
 Corner lots = 20 feet side on street  
 Monument with an Elevation of 4546.58.  
 Lot easements unless otherwise noted are as follows:  
 All lots = 5 feet for interior lots  
 Corner lot = 20 feet from street  
 Rear yard = 10 feet  
 Contour interval: 1'±  
 Subdivision size 9.51± acres  
 Ave lot size=16,108 sq ft  
 To be completed in one phase.
- 8 inches and any street wider than 60 feet greater than 6 inches and any street wider than 60 feet along the canal as it passes through the project.

LEGEND

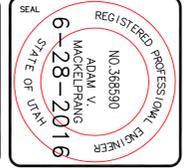


BOUNDARY DESCRIPTION

Part of the Northwest Quarter of Section 20, Township Meridian described as follows:  
 THE N/2 OF LT 12 BLK 17 MILLVILLE WEST FIELD S&Y CONT 10 AC LESS BEG AT SE COR OF THE N/2 OF LT 12 & TH W 2128 FT TH N 100 FT TH E 27.8 FT TH S 115 FT TH W 180 FT TH S 67.8 FT BEG AT NE COR. LT 12 & TH N 89°27'39" E 18.0 FT TH S 0°33'37" W 226.22 FT TH N 89°27'16" W 16.56 FT TO E LN OF LT 12 TH N 0°11'45" E 226.31 FT (230 FT BR) ALC E LN OF LT 12 TO BEG (ENT 6558933) NET 9.50 AC

CONFIDENTIALITY AND COPYRIGHT NOTICE  
 UNAUTHORIZED USE, DISCLOSURE, OR COPYING OF THIS DRAWING IS PROHIBITED.  
 CONSTRUCTION DOCUMENTS THAT ARE DISTRIBUTED FOR BIDDING PURPOSES SHALL NOT BE RETURNED AND SHALL BE DESTROYED WITHIN 30 DAYS AFTER THE BID OPENING BY THE PLAN HOLDER.  
 COPYRIGHT 2005

**ALLIANCE CONSULTING ENGINEERS**  
 150 EAST 200 NORTH SUITE P  
 LOGAN, UTAH 84321  
 (435)755-5121  
 alliancelogan@yahoo.com



PROJECT TITLE  
**VALLEY VIEW MEADOWS SUBDIVISION**  
 PART OF THE SOUTHEAST QUARTER OF 21 AND THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASELINE AND MERIDIAN  
 DRAWING TITLE  
**PRELIMINARY PLAT**

DATE: JUNE 2016  
 DRAWING NO. 1





CACHE • LANDMARK  
ENGINEERS • SURVEYORS • PLANNERS

Justin Maughan  
Nibley City Public Works Director

**RE: Bid Summary UPRR Railroad Crossing**

Justin,

This letter is to provide a summary of the Utility Crossings Bids to install casings under the Union Pacific Railroad on 640 West for the 18" waterline at 4000 South and the power line for the pump house at 3600 South.

**Bid Advertisement and Potential Bidders**

Construction plans were finalized first of July with the final easements and permits signed with UPRR, Blau, and Rocky Mountain Power. We advertised in the Herald Journal (two days 7/12 and 7/14) and contacted a couple of contractors to inform them of the project. Construction Documents were picked up by four contractors and two plan rooms.

Contractors (Plan Holders):  
NW King and Sons  
Mile High Contracting, Inc.  
L&M Farms Industries  
Allied Underground Technology

**Bid Date**

Bids were received on July 28 and only one bid was received from Allied Underground Technology. The bid was for \$95,213.00.

**Options**

The City has 30 days to notify the contractor whether the City will award the project to them. The City can reject the bid and rebid at a later date and see if more bidders are interested in the project.

The rebid process may provide more bidders and may see a lower price; however the rebid may not bring a lower bid. The current construction bidding is not favorable to receiving a lot of bids. Due to the amount of construction in the region, contractors are more selective on projects they bid on due to the current availability of work. We have seen on occasions this year one bidder on some projects depending on the project. If the City were to rebid, I would recommend bidding in the late fall or in January for early spring construction. Early spring construction presents some issues in Nibley with the higher ground water. This was evident with the installation of the water lines on 4000 South (last fall) and the 640 West (this spring).

The disadvantages to rebidding is you may or may not get a better price. Generally we have seen higher prices in rebidding with the current market unless scope of the project has changed significantly (value engineering) or availability of work for contractors has changed. This project does not have any value engineering due to the constraints of the UPRR permit requirements.

If you have questions about bids or the project contact me at 435.760.1622 or lance@cachelandmark.com.

Sincerely,

Lance Anderson, P.E.  
Principal Engineer

SECTION 00410

BID FORM

640 West Railroad Utility Crossings

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Justin Maughan  
Nibley City  
455 West 3200 South  
Nibley, Utah 84321

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| <u>1</u>            | <u>7/27/2016</u>     |
| _____               | _____                |
| _____               | _____                |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**BASE BID - SCHEDULE 1**

| GENERAL     |   |      |                    |            |            |
|-------------|---|------|--------------------|------------|------------|
| ITEM NUMBER | CONTRACT DESCRIPTION                    | UNIT | ESTIMATED QUANTITY | UNIT PRICE | ITEM PRICE |
| 1           | Mobilization / Demobilization / Cleanup | LS   | 1                  | \$ 12,650  | \$ 12,650  |
| 2           | Casing Installation – 10" Steel Casing  | LF   | 100                | \$ 298.68  | \$ 29,868  |
| 3           | Casing Installation – 30" Steel Casing  | LF   | 105                | \$ 501.86  | \$ 52,695  |
| Total       |   |      |                    |            | \$ 95,213  |

## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond, certified check or cashier's check
  - B. List of Similar Projects
  - C. List of Project References
  - D. Proposed Schedule

## **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Allied Underground Technology (SEAL)

State of Incorporation: Utah

Type (General Business, Professional, Service, Limited Liability): LLC

By: Brett LaMont  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Brett LaMont

Title: Manager  
(CORPORATE SEAL)

Attest: [Signature]

Date of Qualification to do business in Utah is 2/18/15.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address *mailing*: PO Box 297, Wellsville, Ut, 84339

*physical*: 2720 N mule Ranch Circle, Coconino, Ut 84307

Phone No. 435-994-0373 Fax No. None

E-mail brett.allied@gmail.com

SUBMITTED on July 28, 2016.

State Contractor License No. 9309068-3501

SECTION 00410

SCHEDULE A - LIST OF SIMILAR PROJECTS

640 West Railroad Utility Crossings

For bid to be considered responsive, this form must be completed. Each BIDDER shall list below the name of at least three similar PROJECTS and the scope of work performed.

| PROJECT   | Scope of Work   |
|---|---|
| Stansbury Park Improvement District                           |   |
| 1. <u>Regional pump station bypass sewer line</u>             | <u>Installation of 120 LF of 30" casing on line &amp; grade w/ pilot tube method. Installed 25 LF of 30" casing and approx 1030 LF of 18" sewer line.</u> |
| 2. <u>Smithfield RR Crossing Project</u>                      | <u>Installation of 63 LF of 36" casing on Line &amp; Grade under UPR Tracks.</u>  |
| 3. <u>36" Pipe Bore Crossing UTA &amp; UPR at Lund Lane</u>   | <u>Installation of <sup>85' of</sup> 36" casing under UTA &amp; UPR Tracks, installation of 24" Storm Boxes and ditch excavation</u>                      |
| 4. <u>1000 W 14800 S Sewer extension Project</u>              | <u>Installation of approx 2,200 LF of 18" sewer, and 100 LF of 36" casing on Line &amp; grade under canal.</u>  |
| 5. <u>Parish Lane I-15 crossing Replacement Sewer Project</u> | <u>approx 300 LF of 42" casing under UTA, UPR, &amp; I-15 on Line &amp; grade. Included 24" sewer pipe &amp; pumping of sewage, &amp; connections</u>     |
| 6. <u>Raw Water Supply Line phase 1 Quinns Junction</u>       | <u>approx 14,000 LF of 26-28" HDPE, vaults, and 979 LF of 36" casing under multiple Hgwys. 6,200 LF of trails</u>   |

Additional numbered pages may be attached to this page if sufficient space is not provided thereon.

END OF SCHEDULE A

SECTION 00410

SCHEDULE B - LIST OF REFERENCES

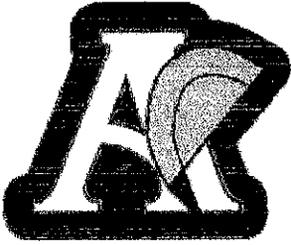
640 West Railroad Utility Crossings

For bid to be considered responsive, this form must be completed. Each BIDDER shall list below the name, business address, and phone number of at least three CLIENTS who the BIDDER has performed similar work for.

| CLIENT/REFERENCE                              | Contact Information                         |
|---|---|
| 1. <u>Stansbury Park Improvement District</u> | <u>Brett Palmer</u><br><u>801-882-7922</u>  |
| 2. <u>Smithfield City</u>                     | <u>Clay Bodily</u><br><u>435-563-6226</u>   |
| 3. <u>Centerville City/ESI engineers</u>      | <u>Cody Pederson</u><br><u>801-263-1752</u> |
| 4. <u>South valley Sewer District</u>         | <u>Mike Foerster</u><br><u>801-571-1166</u> |
| 5. <u>South Davis Sewer District</u>          | <u>Matt Myers</u><br><u>801-295-3469</u>    |
| 6. <u>Park City Corp</u>                      | <u>John Olem</u><br><u>435-615-5000</u>     |

Additional numbered pages may be attached to this page if sufficient space is not provided thereon.

END OF SCHEDULE B



Allied Underground Technology  
PO Box 297  
Wellsville, UT 84339  
435-994-0373 -Business

---

To whom it may concern,

Brett LaMont has the authority to sign in behalf of Allied Underground Technology.

President

Brett LaMont

Witness

**Allied Underground Technology LLC**

Estimated 640 West Railroad Crossing Timeline

8/15/16 thru 8/17/16 8/18/16 thru 9/2/16 9/5/16 thru 9/14/16 9/15/16 thru 9/15/16 9/19/16 thru 9/21/16

Mobilize to jobsite

Installation of 30"  
Casing

Installation of 10"  
Casing

Cleanup Project Site

Mobilize Out

Timeline is approximate as to when we can actually begin work

SECTION 00430

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER: (Name and Address):

Allied Underground Technology, LLC
P.O. Box 297, Wellsville, UT 84339

SURETY: (Name and Address of Principal Place of Business):

Westfield Insurance Company
One Park Circle, Westfield Center, OH 44251-5001

OWNER:

Nibley City Corp.
455 West 3200 South
Nibley, Utah 84321

BID:

Bid Due Date: July 28, 2016
Description : 640 West Railroad Utility Crossings

BOND:

Bond Number: Bid Bond
Date: July 28, 2016
Penal sum Five Percent of the Attached Bid

\$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Allied Underground Technology, LLC (Seal)

Bidder's Name and Corporate Seal

By:

[Handwritten Signature]
Signature

Brett C LaMont
Print Name

Manager

Title

Attest:

[Handwritten Signature]
Signature

Title

SURETY

Westfield Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Handwritten Signature]
Signature (Attach Power of Attorney)

Sue Johnston
Print Name

Attorney-In-Fact

Title

Attest:

[Handwritten Signature]
Signature

Nancy Oliver, Witness

Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GRAYDON DOTSON, GRADEN MARSHALL, CLIFF ORTON, NANCY OLIVER, KATHY MARTINEZ, SUE JOHNSTON, JOINTLY OR SEVERALLY

of SALT LAKE CITY and State of UT its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 04th day of JANUARY A.D., 2016 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 04th day of JANUARY A.D., 2016, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 28th day of July A.D., 2016 .



Frank A. Carrino Secretary

RESOLUTION 16-08

A RESOLUTION AUTHORIZING AN AMENDED INTERLOCAL AGREEMENT  
FOR LIBRARY SERVICES WITH HYRUM CITY

WHEREAS, Hyrum City, as authorized by law, operates and maintains a public library; and

WHEREAS, Nibley City requested and Hyrum City agreed to provide library services to Nibley's residents for a fee under contract; and

WHEREAS, Nibley City and Hyrum City entered into an agreement for Hyrum City to provide library services for Nibley City at an annual fee of \$30.00 per user family or separate card on January 20, 2011; and

WHEREAS, the Hyrum City Council finds it necessary to raise nonresident library fees for Nibley City from \$30 to \$35 annually to help cover increasing costs to continue to provide exceptional service to library patrons; and

WHEREAS, pursuant to the authority granted to the parties by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Annotated, 1953 as amended and Section 10-1-202, Utah Code Annotated, 1953 as amended, the parties are allowed to enter into a contract which would provide for such a cooperative effort.

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

1. After due investigation and study, it is the determination of the Nibley City Council that there is good cause for Nibley City residents to use Hyrum City's library.
2. Nibley City is willing to reenter into an Agreement whereby Hyrum City agrees to provide library services for Nibley City, subject to certain terms and conditions, all as more specifically set forth in the copy of an Interlocal Agreement For Library Services, which is attached hereto as Exhibit A and by this reference made a part hereof.
3. This Resolution shall take effect July 1, 2016.
4. The attached Interlocal Agreement for Library Services is hereby adopted.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Shaun Dustin, Mayor

ATTEST

\_\_\_\_\_  
David Zook, City Recorder

INTERLOCAL AGREEMENT FOR LIBRARY SERVICES  
(Ref. Resolution 16-08)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between HYRUM CITY, a Utah municipal corporation, hereinafter referred to as "Hyrum", and NIBLEY CITY, a Utah municipal corporation, hereinafter referred to as "Nibley", sets forth terms and conditions under which the residents of Nibley may use the Hyrum Library.

WITNESSETH:

WHEREAS, Hyrum operates and maintains a public library at 50 West Main Street in Hyrum; and

WHEREAS, Nibley does not operate and maintain a public library but made a significant contribution to the Hyrum Library building fund and desires to make public library services available to its residents; and

WHEREAS, Nibley has determined that it can best provide library services to its residents through interlocal agreement with Hyrum; and

WHEREAS, Hyrum is willing to enter into such agreement with Nibley to provide Nibley residents access to the Hyrum Library, with both parties desiring to formalize the agreement between them by this document.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties hereto agree as follows:

1. This Agreement is made and entered into pursuant to the authority granted to the parties by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Annotated, 1953 as amended, and Section 10-1-202, Utah Code, Annotated, 1953 as amended, which provides that pursuant to said Interlocal Cooperation Act any two or more Utah public agencies may enter into an agreement to provide for joint and cooperative action, including the joint use of Hyrum City's library as contemplated by this Agreement; and each of the parties hereto is a public agency as defined by the Interlocal Cooperation Act. This Agreement does not create an interlocal entity separate and distinct from each party but does provide for joint and cooperative action as contemplated herein.
2. This Agreement has been determined by both parties to be in the best interests of the residents of both communities and to promote their mutual general welfare. The parties hereto further desire to define their relative duties and obligations with respect to the use, operation, and ownership of Hyrum City's library as contemplated by this Agreement.

3. Hyrum agrees to provide the residents of Nibley with full library services in accordance with the rules and regulations adopted by Hyrum for use of its library and the provisions of this Agreement. All Nibley residents who use Hyrum's library shall be subject to and comply with the rules and regulations adopted by Hyrum, as fully as if they were residents of Hyrum.
4. Hyrum further agrees to provide a seat on its library board to a resident of Nibley selected by the Nibley Mayor and City Council. Such member will have full voting rights and powers as granted to all other board members.
5. Nibley agrees to pay an annual fee of ~~\$30.00~~ \$35.00 per user family or separate card. Said fee may be amended from time to time by mutual agreement of both parties hereto and the total remitted by Nibley to Hyrum shall be based upon the annual number of cards issued as provided by computer listing of all cards issued to Nibley residents as of March 1st of any calendar year.
6. The determination of what constitutes a "family", who shall be required to obtain a separate library card, and all other such issues shall be resolved by reference to the rules and regulations adopted by Hyrum for its library.
7. This Agreement shall be for a term of one (1) year from July 1, 2016 to June 30, 2017 and shall automatically renew for additional annual terms of one (1) year without further action by either party except that either party reserves the right to terminate this Agreement by serving written notice of same to the other party at least six (6) months prior to the beginning of the next fiscal year. The terms and provisions of this Agreement for such renewal term or terms shall be as agreed to by both parties, provided, however, that the total annual fee due from Nibley to Hyrum shall be determined not later than March 1 of any given year in order to accommodate municipal budget requirements and deadlines. After the annual assessment is set by multiplying the fee by the number of library cards issued to Nibley residents as of March 1 of each year it may not be amended for the following fiscal year except by mutual consent of both parties as a result of inordinate or very unusual circumstances (annexation of a large urbanized area, issuance of a significant number of additional cards, etc.). The total annual fee shall be payable by Nibley to Hyrum not later than July 31 of each contract year.
8. Excepting unusual circumstances, additional residents of Nibley may apply for and receive library privileges from Hyrum during any annual term of this Agreement, and such privileges may be terminated, whether voluntarily or involuntarily, all without further adjustment of the annual fee stated above during the remainder of the current annual term then in progress. It is intended that the total annual fee to be paid by Nibley hereunder, shall constitute the entire amount to be due from Nibley to

Hyrum for any given term of this Agreement. New library cards shall be issued and existing cards retired without further adjustment of the stated fee. The fee paid by Nibley as formulated herein represents the entire assessment in any given year and no further participation in building maintenance costs, utilities, insurance, investment in collection and library materials, etc. will be expected or assessed by Hyrum.

9. It is intended by the parties that by reason of this Agreement, Nibley residents who apply for and receive library privileges from Hyrum shall be subject to the same obligations and shall receive the same privileges as are extended to Hyrum City residents.
10. Both parties agree to cooperate in completion of any additional paper work or otherwise take steps necessary to meet their obligations as contemplated by this Agreement, although not specifically stated herein.
11. It is expressly understood by the parties that this Agreement establishes a "fee for service" arrangement between the parties and that no ownership interest in Hyrum's library is being acquired by Nibley. Hyrum will acquire, hold, and dispose of all real and personal property associated with the library. Nibley acknowledges and agrees that it does not take title or any ownership interest in any real or personal property held by the library by virtue of this Agreement. Hyrum shall maintain full administrative control of its library, with full authority to adopt and enforce regulations relating to the operation of the library consistent with the terms of this Agreement, and to which all patrons of the library are subject.
12. Hyrum shall prepare and maintain such records as are deemed necessary to advise both parties regarding the use of the library by Nibley's residents. These records shall be made available to Nibley's officials at such reasonable intervals as are agreed to by the parties.
13. The parties agree to adopt such resolutions and take any required action as may be necessary and appropriate to carry into effect the terms of this Agreement.
14. This Agreement may not be amended except by subsequent written Agreement of the parties.
15. This Agreement shall become effective upon approval by the City Councils of both parties and executed by their respective Mayors and Recorders.
16. The undersigned representatives of the parties confirm their authority to execute this Agreement on behalf of their respective municipalities by reason of the approval of this Agreement by resolution of their respective City Councils.

17. The parties to this Agreement agree that each of them has reviewed and/or participated in the drafting of this Agreement with the assistance of counsel, and, therefore, the wording of this Agreement shall not be construed against any party hereto as the drafter.

18. The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable, or invalid, such provision shall not affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in duplicate, each of which shall be deemed an original, with the effective date being as noted herein.

NIBLEY CITY

\_\_\_\_\_  
Shawn Dustin, Mayor

ATTEST:

\_\_\_\_\_  
David Zook, City Recorder