

Proposition Information Pamphlet

Pursuant to Utah Code 20A-7-401.5 this proposition information pamphlet is being distributed in conjunction with a proposed referendum filed on March 5, 2019 with Nibley City.

The pamphlet includes the following:

1. A copy of the referendum application
2. A copy of the Fiscal and Legal Impact statement provided by the Nibley City Manager.

Application for an Initiative or Referendum

Utah Code § 20A-7-202



PLEASE NOTE: A copy of the law must be attached to this application along with a statement indicating whether or not signature gatherers will be paid for their services.

Please type or print

Application must be completed by five sponsors

Sponsor Statement

I, Chandra Smith affirm that I am a resident of Utah and I have voted in a regular general election in Utah within the last three years.

2316 S. 1200 W.
Residence Address

Chandra Smith
Sponsor's Signature

Nibley, UT, 84321
City, State, Zip

(435) 752-2895
Phone Number

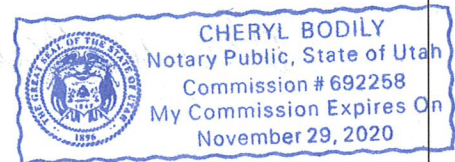
Notary Seal

chandra2895@msn.com
Email

Subscribed and affirmed before me this 4 day of March 2020

by

Cheryl Bodily
Notary Public



Sponsor Statement

I, Kent Smith affirm that I am a resident of Utah and I have voted in a regular general election in Utah within the last three years.

2316 S. 1200 W.
Residence Address

Kent Smith
Sponsor's Signature

Nibley, UT, 84321
City, State, Zip

(435) 752-2895
Phone Number

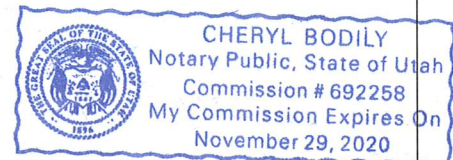
Notary Seal

ksmith2895@msn.com
Email

Subscribed and affirmed before me this 4 day of March 2020

by

Cheryl Bodily
Notary Public



To File This Form

Mail or deliver to:
Lieutenant Governor's Office
Utah State Capitol
Suite 220
Salt Lake City, UT 84114-2325
Fax (801) 538-1133

For More Information Call or Visit:

(801) 538-1041
1-800-995-VOTE (8683)
elections.utah.gov

Application for an Initiative or Referendum

Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, Edward Marion Duke affirm that I am a resident of Utah and I have voted in a regular general election in Utah within the last three years.

Name of Sponsor (please type or print)

1012 W. 2400 S. Nibley UT 84321

Residence Address

Edward M Duke

Sponsor's Signature

Nibley UT 84321 702-493-0606

City, State, Zip

Phone Number

Notary Seal

EdwardMDuke@aol.com

Email

Subscribed and affirmed before me this 4 day of March 2020

by

Cheryl Bodily

Notary Public



CHERYL BODILY
Notary Public, State of Utah
Commission # 692258
My Commission Expires On
November 29, 2020

Sponsor Statement

I, Sharon P. Duke affirm that I am a resident of Utah and I have voted in a regular general election in Utah within the last three years.

Name of Sponsor (please type or print)

1012 W. 2400 S.

Residence Address

Sharon P. Duke

Sponsor's Signature

Nibley, UT 84321 702-321-7123

City, State, Zip

Phone Number

Notary Seal

SDPDuke@aol.com

Email

Subscribed and affirmed before me this 4 day of March 2020

by

Cheryl Bodily

Notary Public



CHERYL BODILY
Notary Public, State of Utah
Commission # 692258
My Commission Expires On
November 29, 2020

Application for an Initiative or Referendum

Utah Code § 20A-7-202

Name of Organization

Sponsor Statement

I, TIMOTHY SYNDERGAARD affirm that I am a resident of Utah and I have voted in a regular
Name of Sponsor (please type or print) general election in Utah within the last three years.

2345 S. 1155 W. Nibley, UT 84321
Residence Address

[Signature]
Sponsor's Signature

Nibley, UT, 84321
City, State, Zip

435-232-6508
Phone Number

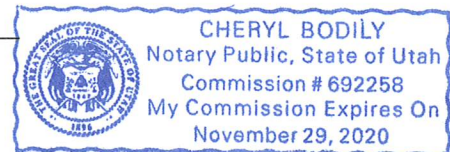
Notary Seal

timothy.snydergaard@GE.com
Email

Subscribed and affirmed before me this 5 day of MARCH 2020.

by

[Signature]
Notary Public



Signature Gatherers will not
be paid for their services
5 MARCH 2020

ORDINANCE 20-04

**RESIDENTIAL PLANNED UNIT DEVELOPMENT OVERLAY ZONE
APPLICATION AND DEVELOPMENT AGREEMENT FOR THE PROPOSED
FIREFLY ESTATES DEVELOPMENT, LOCATED AT APPROXIMATELY 2200
SOUTH AND 1200 WEST**

WHEREAS, Nibley City's Moderate Income Housing Plan encourages development of higher diversity of housing types; and

WHEREAS, the City Council created the Residential Planned Unit Overlay Zone to allow a higher diversity of housing types and developments; and

WHEREAS, the City Council and Planning Commission finds the proposed Firefly Estates meets the criteria listed in Nibley City Code and is a desirable place for a Residential Planned Unit Development Overlay Zone.

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

1. The attached Residential Planned Unit Development Overlay Zone Application be approved.
2. The attached Development Agreement be approved
3. The Overlay Zone shall not take place until the Developer and City have signed the attached Development Agreement and said Development Agreement has been properly recorded as required by Nibley City Code.

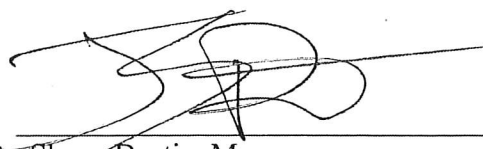
PASSED BY THE NIBLEY CITY COUNCIL THIS 27 DAY OF February 2020.



ATTEST:



David Zook, City Recorder



Shaun Dustin, Mayor



R-PUD OVERLAY ZONE APPLICATION

R-PUD Applications must meet standards listed in NNC 19.32 and 21.

Office Use Only

Date Received _____

Fee Paid _____

Rec'd By _____

Property Owner Information

Name Return Development – Christopher Huffman & Ethan Poppleton
 Address 4505 South Wasatch Boulevard, Suite 150, Holladay, UT 84124
 Phone (801) 557-3170 OR (435) 760-6934 Cell Same as "Phone" Fax _____
 Email Christopher@returndev.com OR Ethan@returndev.com

Property Owner Representative (If Applicable)

Name _____
 Address _____
 Phone _____ Cell _____ Fax _____
 Email _____

PROJECT INFORMATION

Project Address SE Corner of 1100 West 2200 South, Nibley, UT 84321 Otherwise known as "Firefly Estates"
 Tax I.D. Number (s) 03-008-0001
 Project Size (Acres) 19.03 acres
 Current Zoning R2

SUPPORTING MATERIALS

The following materials outlined is a summary of the requirements listed in Nibley City Code 19.32 Residential Planned Unit Development. Other material may be required as determined by the City. The following materials **must** be submitted with this application, or the application will not be accepted by Nibley City:

Applicant Review	Required Items	City Staff Review
Ask  Stephen	1. A complete development plan application that is duly signed by the property owner or the owner's representative and that includes a legal description of the property and a nonrefundable application fee.	
Ethan 	2. A vicinity map showing the approximate location of the subject parcel in relation to other major areas of the city.	
Alliance 	3. A general description of the proposed development, together with a map indicating the general development pattern, land uses, densities, intensities, open spaces, parks and recreation, and how the project is coordinating with existing and planned trails, sidewalks and pedestrian walkways and any other important elements within or adjacent to the project.	 Trails and other amenities
Alliance 	4. Sufficient detail to indicate how the proposed development complies with the development standards for residential and nonresidential uses according to Nibley City Code and Design Standards.	
Alliance?	5. A description of <u>architectural design</u> standards that will apply to all buildings within the development plan.	Still need

✓ Alliance	6. A data table showing the total number of lots/units. Existing and proposed infrastructure including proposed roadways, utility locations and capacities and the estimated impacts of the proposed development plan on all public utilities including culinary water, secondary water, wastewater, transportation, storm drainage, fire protection, solid waste, parks and recreation demands of the proposed project.	
✓ Alliance	7. Existing physical characteristics of the site including all constrained and sensitive land LAND IS FLAT FARM LAND / NO SENSITIVE LAND	✓
✓ NA	8. Identify how environmental issues, if any, will be protected or mitigated, i.e., wetlands, historical sites, endangered plants and animals.	✓
✓ Alliance	9. Conceptual information relating to storm drainage including 100-year 24-hour drainage flows, 10-year 24-hour stormwater flows and proposed storm drainage facilities.	✓
✓ Alliance	10. Major street layout that meets Nibley City standards.	✓
✓ Sierra	11. A general description of controlling entities and methods such as the use of CC&Rs, Owners Associations, architectural or design review committees or associations proposed to ensure that internal compatibility related to issues such as site design and architecture will be maintained over the life of the project. SAMPLE CC&R'S INCLUDED / HOAM WILL BE MANAGING	✓
✓ Christopher	12. A list of property owners' names and addresses within three hundred feet (300') of the subject property and stamped and pre-addressed envelopes (return address to be left blank) for all property owners within three hundred feet (300') of the propose development. STEPHEN AGREED TO PROVIDE	✓
✓ Christopher	13. A list of land adjacent in the same ownership. N/A	✓
✓ Alliance	14. An electronic file of all submitted plans in PDF format or other electronic format determined by city staff. Such other information shall be included as may be necessary to determine that the contemplated arrangement of uses makes it desirable to apply regulations and requirements differing from those ordinarily applicable under this title.	✓
✓ Alliance	15. Any other information the City may require to determine that the proposed application meets all requirements	✓

Preliminary Plat

Preliminary plat approval may be granted at the same time of approval of the overlay zone. Any preliminary plat must comply with Nibley City Subdivision Code and all other applicable code for the subdivision.

Posting

Not less than ten (10) days prior to the public hearing, Applicant is responsible for posting a sign in a prominent place on the property containing, in lettering that maybe reasonably read by passersby, the time, date and location of the public hearing. The posting shall not be required prior to the application being accepted. However, the City shall require that, not less than ten (10) days prior to the public hearing, Applicant provides the City with evidence of compliance with this requirement. Public Hearing Notices shall comply with NCC 19.02.120 (G) (2)

Application Fee

All fees related to the rezone application shall be paid as part of the application submittal. Please see staff for public hearing and notification requirements.

Development Agreement

Before an R-PUD Overlay Zone can be approved, the City Council and applicant must enter into a development agreement which shall be recorded on title to the real property that is the subject of the development and which shall be binding upon and shall run with that property. The development agreement must include the following provisions:

- A. That the development must be developed in a way that is substantially similar to the site plan and proposed amenity improvements.
- B. That the preliminary site plan and all supporting documentation shall be attached to the development agreement.
- C. That any development of the proposed real property shall not exceed the number of units as listed on the preliminary plat.

The applicant shall provide the necessary documentation to establish that any holders of interests that are superior on title to the development agreement, including, but not limited to, liens, mortgages, deeds of trust, and other similar devices have been made subordinate to the development agreement.

Signing and recording of the development agreement, and the subordination to the development agreement of any superior interests on title, must be accomplished before an R-PUD Overlay Zone may be approved.

File the completed application at:

Nibley City
455 West 3200 South
Nibley, UT 84321
(435) 752-0431

Applicant Certification

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Nibley City Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I have reviewed and understand the section from the Consolidated Fee Schedule and hereby agree to comply with this resolution. I also agree to allow the Staff, Planning Commission, or City Council or appointed agent(s) of the City to enter the subject property to make any necessary inspections thereof.



Property Owner Signature

11/20/19

Date



**NIBLEY CITY
R-PUD DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into this 17th day of March, 2020, between Return Supply hereinafter referred to as "Developer" and Nibley City, here in after referred to as "City", and

WHEREAS, Firefly Estates, hereinafter referred to as "the Development" seeks to obtain approval as a Residential Planned Unit Development ("R-PUD") under Nibley City Code Title 19, Chapter 32 ("R-PUD Ordinance"); and

WHEREAS, the approval of an R-PUD requires the City, by legislative act, to apply the R-PUD overlay zone to the Development, which act is preconditioned on the Developer entering into and complying with the terms of this Agreement; and

WHEREAS, the Developer has prepared preliminary plans for the Development, including a preliminary site plan, proposed amenity improvements, proposed open space, total number of units to be developed, proposed phasing, maintenance plans, and other supporting documentation as required by the City and the R-PUD Ordinance, ("Preliminary Plans") which plans are attached hereto and made part of this Agreement as Exhibit "A"; and

WHEREAS, it is necessary for the interest of the public welfare that the Development be developed and improved according to the specifications set forth in Nibley City Ordinances and Design Standards and this Agreement; and

NOW, THEREFORE, to induce Nibley City to approve the proposed R-PUD development and rezoning, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance, Nibley City Code Title 21, the R-PUD Ordinance and the Nibley City Design Standards. Developer hereby acknowledges that Developer, or an agent of Developer, has read and understands the provisions of the ordinances and standards and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. Developer hereby acknowledges that the execution of this Agreement, on its own, does not constitute final plat approval, approval of the R-PUD rezone, or permission to begin development, and that any such approvals granted by the City may be granted only upon Developer's compliance with the terms of the Nibley City Ordinances, Design Standards, and this Agreement.

3. This Agreement, including the Preliminary Plans attached hereto, shall govern the Development. The Developer shall develop, construct, improve, and maintain the Development in a way that is substantially similar to the Preliminary Plans. In no event may the number of units in the Development exceed the number of units described in the Preliminary Plans.

4. Developer shall develop and construct all open space, landscaping, housing units, utilities, amenities, roadways, and all other improvements in accordance with the standards listed within Nibley City Design Standards, Nibley City Code Title 21, Nibley City Code Title 19 Chapter 32, and as shown on the Preliminary Plans.

- a. The Developer shall submit full construction drawings as part of final approval with each phase. The Developer shall be responsible and pay for the construction and building of all roadways within the development, including Meadow Lane. The Developer shall also be required to make improvements to 2200 S and 1200 W as required by Nibley City Subdivision standards.

5. Developer shall develop the park and amenities in proportional phases as required in NCC 19.32.050(A). The development shall follow the phasing plan outlined in the Preliminary Plans.

- a. The Developer shall provide the following amenities: two playgrounds, one swingset, trails as shown in pedestrian plan and Nibley City Master Plans, outdoor bathroom, covered pavilion with picnic tables, crossing flags at 2260 S and Meadow Lane, 150 sq. Ft. on the southwest corner of the 2200 S and Meadow Lane intersection for a Nibley City gateway sign to the same size and quality of sign at Nibley City Clear Creek Park, sufficient landscaping and trees planted in the eastern open space to provide light screening of the development, and any other amenities and landscaping as required by NCC 19.32 and as approved and contained in the Preliminary Plans.

6. All proposed improvements, including roadways, park and recreation amenities, Nibley City gateway sign, landscaping, trails, fencing, piping and improvements of irrigation ditches, and all other improvements required by Nibley Code and shown on the attached Preliminary Plans shall be built and paid for by the Developer.

7. Developer shall provide a preliminary maintenance plan with the Preliminary Plans for the maintenance of amenities as required by NCC 19.32.050(B).

8. A homeowner's association shall be established and maintained as required by NCC 19.32. Onsite office space shall be provided.

- a. Onsite office space may take the form of a residential unit that is occupied by an HOA board member, provided that such arrangement is also agreed to and established in the HOA's governing documents and CC&Rs.

9. The attached preliminary plat shall expire five years after the recording of this development agreement or date of approval by the Nibley City Council, whichever date comes first. Any phases that have not been submitted for final approval by the expiration date shall need to be submitted for preliminary approval, which submittal will be reviewed and governed pursuant to the Nibley City subdivision code in effect at the time of submission and this Agreement.

10. The City may at its option waive impact fees commensurate with costs up to the price of construction of Meadow Lane south of the development, and inexchange require the Developer to construct Meadow Lane from the south end of the Development to 2450 S to Nibley City standards. Any such agreement shall be pursuant to Nibley City Code 17.06.040.

11. Developer shall build and install a six-foot fence along the property line of the development and parcel 03-174-0001.

12. Each unit shall provide for a two-car garage.

13. This Agreement and the Preliminary Plans may be revised or amended only upon the approval of the Nibley City Council, with the recommendation of the Planning Commission.

14. Developer shall ensure that there are no holders of interests that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar devices, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish these facts prior to receiving final plat approval or approval of the R-PUD rezone.

15. Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees, provision of bonds and other guarantees, and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances and requirements as now existing and as enacted and/or amended prior to construction. In the event of a conflict between this Agreement and any applicable federal, state, county, or city requirement, regulation, or law, the federal, state, county, or city requirement, regulation, or law shall prevail to the extent of such conflict.

16. Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

17. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns including all parties who acquire title to any portion of the Development; provided, however, that this Agreement cannot be otherwise assigned, transferred or conveyed by either party, without the express, written consent of the other party.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

19. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

20. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

21. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

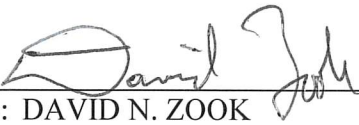
22. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

23. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land and bind all future owners of any part of the Development. Unless otherwise agreed to in writing by the City, all construction, development, and improvement of the Development, whether by Developer or another party, shall conform to this Agreement.

24. Attorney Fees. Both Parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.

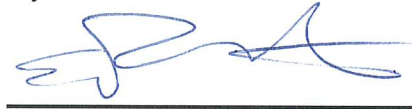
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

NIBLEY CITY


By: DAVID N. ZOOK
Its: City Manager

DEVELOPER

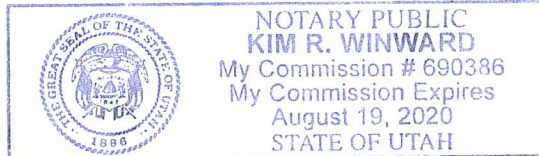
RETURN DEVELOPMENT LLC
By:



By:

STATE OF UTAH)
 :SS
County of Cache)

On this 17 day of March, 2020, personally appeared before me DAVID N. ZOOK, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.




NOTARY PUBLIC

STATE OF UTAH)
 :SS
County of Cache)

On the ____ day of _____, 2020, personally appeared before me, _____, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

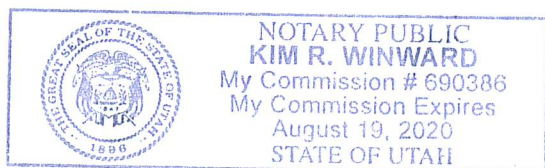
See attached

NOTARY PUBLIC

Exhibit A
Preliminary Plans

STATE OF UTAH)
 §
COUNTY OF CACHE)

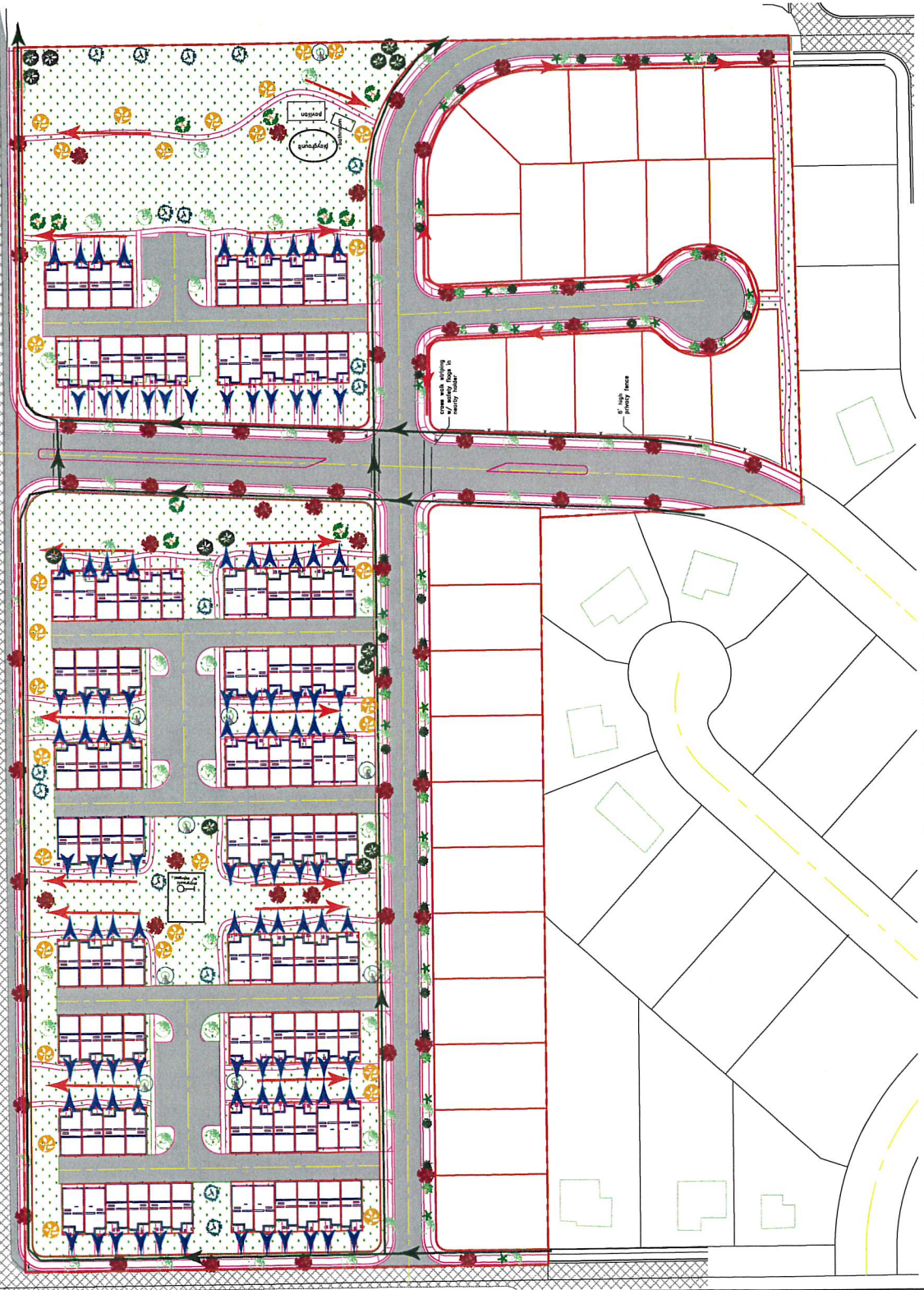
On the 17th day of March, 2020, personally appeared before me Ethan Poppleton, who being duly sworn, did say that he is the Manager of RETURN DEVELOPMENT, LLC, by authority of its Articles of Organization and duly acknowledged to me that the said Limited Liability Company executed the same.



Kim R. Winward

Notary Public
My Commission Expires: 8/19/20
Residing at: Logan, UT

PRELIMINARY LANDSCAPE PLAN



ALLIANCE CONSULTING ENGINEERS
150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435) 735-9121
allianceengr@yahoo.com

AE

RETURN DEVELOPMENT
CHRISTOPHER HUFFMAN(801)557-3170
ETHAN POPPLETON (435)760-6934
4505 S. WASATCH BLVD, STE 150
HOLLADAY, UTAH 84124

CAD FILE :		PROJECT NO. :	
DRAWING : _____			
Nº.	REVISIONS / OBSERVATIONS	DATE	

FIREFLY ESTATES
945 WEST 2200 SOUTH
LOGAN, UTAH 84321
DRAWING TITLE
PRELIMINARY LANDSCAPE PLAN

DATE : JAN, 2020
DRAWING No. 2



February 27, 2020

Nibley City,

This letter is to provide additional information pertaining to the proposed Firefly Estate PUD subdivision located at 2200 S and 1200 W.

Maintenance:

The proposed HOA management company that will provide initial and ongoing maintenance is Community HOAM. They are located at 95 W 100 S #389 Logan, UT 84321, and phone is 435-752-5154. HOAM is an experienced management company and they provide services for project such as Blackhawk Condo's, Aspen Meadow's, Brookhaven and others. You can find specifics at <http://communityhoam.com>, or contact Burke Neilson at (435)232-5355.

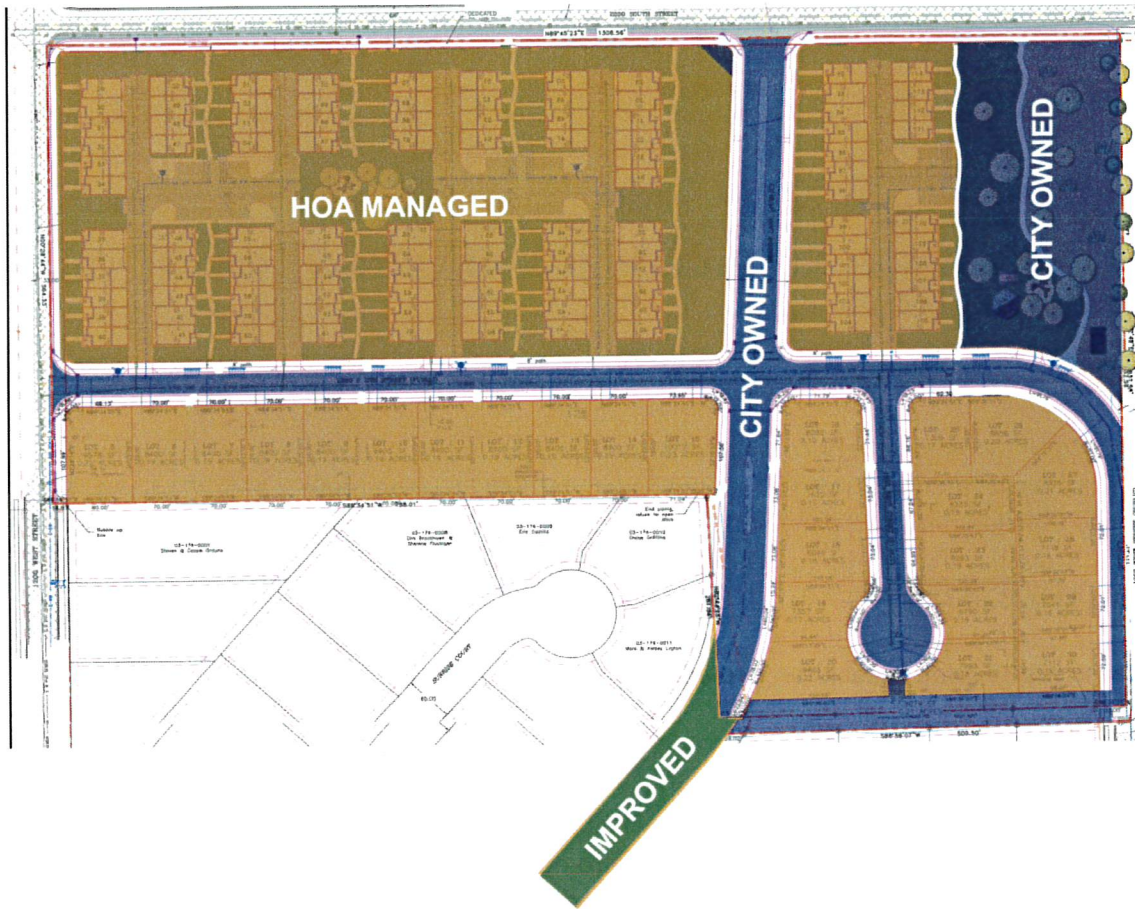
Note: Please see supplemental letter provided by HOAM

Proposed Park Phasing:

We propose the park to be developed as per Nibley City code, in that we will develop the same percentage of park space in ratio to completed homes. The project will be done in three phases, the first to include the HOA managed park. Phase two will include the remainder of the open space on the west side of Meadow Ln, and Phase three will include the east park that will act as an extension to Firefly Park. With the east park, we will include the bathroom, pavilion, picnic tables, trees, shrubs and sidewalks as shown in the latest plat designs on 02/27/2020.

Parking Enforcement:

Parking will be managed by HOAM, and contracted through a third party parking enforcement company utilizing towing and booting options to maintain consistency and protection for the city and homeowners.



Latest Plat



© Copyright Return Properties 2020



UNITY IN ASSOCIATION MANAGEMENT

95 West 100 South #389 • Logan, Utah 84321 • 435-752-5154

February 10, 2020

Re Management Services for Firefly Estates.

Dear: Nibley City Council

Community HOAM has contracted with the developers of the proposed Firefly Estates to handle the management of the Homeowners Association. At Community HOAM we specialize in management of common interest communities and manage over 24 communities like Firefly Estates. We help our communities run their best by providing the education, tools, and a system that allows them to plan for current and long-term maintenance, enforce the rules, and protect the interest of all community members.

Financial Management

We help communities establish and follow a budget that includes funding a reserve fund with the help of a reserve study (Required for all completed communities by Utah law 57.8A.211). Without proper planning communities can find themselves collecting just enough money to handle their day to day operations without planning for the future. We have helped many communities start off on the right foot, or if they have fallen behind, we can help them correct course.

Proper Maintenance

Our service includes regular walkthrough inspections to look for issues with maintenance. This allows us to be proactive in keeping the community beautiful and safe. We always use licensed and insured contractors to insure maximum protection of the HOA and its members.

Rule Enforcement

Consistency is key when it comes to properly enforcing the rules in any HOA. We believe the educating homeowner of the rules is the first most important step. This is done through policy notices, proper signage, and warning letters. Notices and warnings are followed up with violation fines if they continue to go unresolved. Parking is one of the most common issues in any HOA community. We handle parking by contracting with a professional parking enforcement company. This is necessary because with parking it may be impossible to know who owns a car that is parked in violation, leaving no way to enforce the violation through traditional letters and fines.

We believe that common interest communities can be a great asset to any city, providing affordable housing for first time home buyers and allowing access to features and amenities that would not otherwise be available. If you have any questions please feel free to contact me at burke@communityhoam.com or (435) 752-5154

Sincerely

Burke Nielsen
Community HOAM LLC

Fiscal and Legal Impact Statement Provided by Nibley City

If the action of the Nibley City Council is repealed:

- Nibley loses 1.91 acres of park space and approximately 1,800 linear feet of trail.
- Nibley loses the value of paving 840 feet of 1200 West, estimated at \$150,000.
- Nibley loses \$1,667,503 in building-related fees and \$173,294 in annual utility fees.
- Nibley and other entities lose a combined total of \$241,806 in annual property taxes:
Nibley: \$34,988 | Schools: \$161,105 | Cache County: \$32,133 | Other entities: \$13,580
- Nibley avoids maintenance costs for the new park space of \$4,925 annually.
- There is no impact to current taxes, existing public debt, vested rights, laws, or City liability.