



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, March 25, 2021 – 6:30 p.m.

In accordance with Utah Code Annotated 52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. The anchor location for the meeting will be Nibley City Hall, 455 West 3200 South, Nibley, Utah. The public may also participate in the meeting via the Zoom meeting link provided at www.nibleycity.com. Public comment should be submitted to cheryl@nibleycity.com by 6:30 p.m. and will be read into the public record.

1. Opening Ceremonies (Councilmember Laursen)
2. Call to Order and Roll Call (Chair)
3. Approval of the previous Meeting Minutes and Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning Commission Report
6. **Department Report – Parks**
7. **Discussion & Consideration** – Resolution 21-07: 2020 Municipal Wastewater Planning Program Report (First Reading)
8. **Discussion and Consideration:** Revision to Ridgeline Park Subdivision - Phase 1 and Phase 2, Final Plat (Applicant: Visionary Homes)
9. **Discussion & Consideration** – Resolution 21-05: Transportation Master Plan Map Amendments (Second Reading)
10. **Discussion & Consideration** – Resolution 21-08: Consolidated Fee Schedule (Covid Community Center Fee) (First Reading)
11. **Discussion & Consideration** – Resolution 21-09: Noticing Nibley City's Intent to Participate in Ranked Choice Voting During the 2021 Municipal Election (First Reading)
12. **Discussion & Consideration** – Approval of Contract and Hiring of A New Nibley City Manager
13. **Council and Staff Report**
14. **Adjourn to Closed Session** – To Discuss the Purchase, Sale or Lease of Property pursuant to Utah Code 52-4-205

In compliance with the Americans With Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (435) 752-0431.

¹ 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.

² Items on the Consent Agenda are considered to be routine and/or non-controversial, and will be approved in one vote.



Agenda Item #6

Description	Discussion & Consideration – Approval of Contract and Hiring of A New City Manager
Presenter	Mayor Dustin
Recommendation	Move to approve the contract for Justin Maughan approve the and hiring of Justin Maughan as Nibley City Manager
Reviewed By	Mayor

Background:

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City Manager Employment Agreement

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EMPLOYMENT AGREEMENT

This Agreement, made and entered in to this 11 March 2021 by and between Nibley City of the state of Utah, a municipal corporation, (hereinafter called "Employer") and Justin Maughan, (herein after called "Employee") an individual who has the education, training and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

ARTICLE I

Section 1.01 Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, subject to the provisions set forth in Section 4.02 of this agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, provided; Employee gives the City at least thirty (30) days written notice of his intent to resign. Unless otherwise agreed upon between the parties, failure to give thirty (30) day notice of resignation shall require the Employee to pay a penalty to the City equal to thirty (30) days' salary, based upon an hourly wage calculated by taking Employee's current salary and dividing by two thousand and eighty (2080), excluding City-provided benefits other than wages.
- C. The City and the Employee both agree the Employee is employed for a three year term, after which this Agreement shall terminate, unless renewed. The term of this agreement shall be renewed thereafter for periods of five years, if such renewal is approved by the Council. Negotiations regarding changes in any renewal agreement shall be commenced six (6) months prior to the end of each term and said negotiations shall be completed at least sixty (60) days prior to the end of each term. The Employee shall give written notice to the Council of the requirement under this agreement to renegotiate a contract six (6) months prior to the end of each term.
- D. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

Commented [RP1]: Undefined. I assume "basic salary" is meant simply a return of wages, to exclude repayment of employee benefits. It can be defined in any way, but it should be clear either way

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Commented [RP2]: State Law requires that manager contracts not have automatic renewal provisions

Commented [RP3]: This language isn't clear when read with 4.02 and 4.03.

As written, it's not clear whether this is in addition to or part of the severance package described in 4.03. I think this language is meant to incorporate the severance package provisions from 4.03, and it would be clearer to simply point to 4.03 for termination benefits. Unless I read this wrong and it was meant to provide both.

E. In the event that the Employee is terminated for any reason other than Employee's breach of this Agreement or Employee's conviction of a felony, as termination is defined in Section 4.02 of this agreement, the Employee shall be entitled to the severance described in Section 4.03 of this Agreement, at the Employee's option, Termination of the Employee shall likewise terminate this Agreement.

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Deleted: all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum or in a continuation of salary on the existing [biweekly/monthly] basis...

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Section 1.02: Duties and Authority

- A. Employer agrees to employ Justin Maughan as City Manager to perform the functions and duties specified in ordinance 1.12 of the Nibley City Code and to perform other legally permissible and proper duties and functions as assigned by Employer, subject to any limitations set forth in this Section. Employee shall not be required to accept Employer's assignment of any duties outside of the scope of those customarily performed by persons holding the role of Nibley City Manager in the absence of Employee's express written consent to such assignment. Employer may not reassign Employee to another position in the absence of Employee's express written consent to such assignment. Employer shall not unreasonably interfere with Employee's performance of such duties.
- B. Employee shall be the chief executive officer of the Employer and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives, state, local, and federal laws, Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances and charter of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.
- D. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules and procedures which the

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Employee deems necessary for the efficient and effective operation of the Employer.

- E. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of Employer's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law, regulation, or Employer's agreement with any other person.
- F. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.
- G. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Utah. The ICMA Code of Ethics can be found on the ICMA website, www.icma.org. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body or any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any

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petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

ARTICLE II

Compensation and Benefits

Section 2.01: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$96,335.77 payable in installments at the same time that the other management employees of the Employer are paid.
- B. In addition, consideration shall be given on an annual basis to an increase in compensation equal to the same cost of living adjustment if any made to the rest of the Nibley City staff.
- C. Adjustments to Employee base salary will be set forth as outlined in the table below. Adjustments shall be made effective after completion of the milestone and the next annual performance evaluation.

Milestone	Estimated Completion	Base Salary Adjustment
Become an active member of UCMA	2021	\$0
Attend UCMA Conference	Annually	\$0
Attend ULCT Mid Year Conference	Annually	\$0
Attend ULCT Annual Conference	Annually	\$0
Complete all 8 online budgeting trainings offered by ULCT	2021	\$0
Complete 25 Trainings from Land Use Academy of Utah	2021	\$0
Complete ICMA Emerging Leaders Dev. Program	2021-2022	+\$2,000
Become ICMA Credential Candidate	2022 – 2023	+\$2,000
Complete ICMA Leadership Program	2023 - 2024	+\$3,000
Become fully ICMA Credentialed	2024 – 2026	+\$5,000

D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 2.01.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 2.02: Health, Disability and Life Insurance

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee, at a minimum, equal to that which is provided to all other employees of Nibley City. If the Employer's insurance requires a waiting period before the Employee is eligible for coverage under Employer's plan, the Employer agrees to reimburse the employee for the costs of COBRA insurance for the same, during the initial waiting period.
- B. The Employer agrees to put into force and to make required premium payments for short-term and long-term disability coverage for the Employee.
- C. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads, or general employees of the Employer as provided by the Employer's policies, Charter, ordinances, or personnel rules and regulations or other practices.
- D. If the Employee is permanently disabled or otherwise unable to perform his duties because of a non-work-related sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued leave, or for twenty (20) working days over a thirty (30) work-day period, the Employer shall have the option to terminate this agreement, subject to the severance package requirements of Section 4.03 herein

Section 2.03: Vacation, Sick, and Compensatory Time

- A. Beginning the first day of employment, Employee shall be eligible to accrue and use sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or available to any other employees, and under the same rules and provisions applicable to other employees.
- B. Employee shall receive one-hundred and sixty (160) hours of vacation leave per year (beginning second year of this contract).
- C. Compensatory time (Comp time) shall be accrued by the Employee after forty-five (45) hours of work per week. Said comp time shall be accumulated as straight time up to an unpaid maximum of eighty (80) hours. Anything in excess of that shall be paid out upon accrual, based upon an hourly wage calculated by taking Employee's current salary and dividing by two thousand and eighty (2080). Comp time shall be approved on a monthly basis by the Mayor.

Commented [RP4]: How to be paid out? Normally, comp time like this is for hourly workers who get overtime, not for salaried positions who are exempt from overtime. Should be addressed – either this provision eliminated (no payout for overtime) or the contract needs to define how the hourly wage is calculated from the salary, and whether this is time-and-a-half.

Suggested language makes calculates the salary as a normal, hourly wage.

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Section 2.04: Automobile

The Employee, in addition to his base salary, will receive three-hundred fifty dollars (\$350.00) per month for a vehicle allowance, intended to cover travel within Cache Valley on behalf of the City. All travel by the manager outside of Cache Valley, on behalf of the City, will be reimbursed according to approved City policy.

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Section 2.05: Retirement

The Employer shall immediately, or at the first permissible opportunity, enroll the Employee into the applicable state or local government retirement system, or alternative as allowed by State Statute, and to make all the appropriate Employer contributions on the Employee's behalf.

Deleted: The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause.

The Employer agrees to be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile for Employee's business use.

In addition to the Employer's payment to the state or local retirement system referenced above, the Employer agrees to a 401k match policy in lieu of paying Social Security Tax. Employer will match at a one to one ratio of the Employees contribution into a Roth IRA retirement account, into the Employee's 401k account. The max amount to be matched will be 6.2% of the Employees salary.

Commented [RP5]: Just to be clear, the match is not employee and employer into the same 401k, but employee into IRA and employer into 401k. It's fine, just want to make sure that was correct.

Section 2.06: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to Professional Engineering License, ICMA and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to ICMA annual, regional, and affiliate conferences.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer shall not require Employee to use vacation leave when participating in professional development activities.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. It is anticipated that the Employee will be involved in certain promotional activities providing business lunches and entertainment which are intended to be for the direct benefit of the Employer and should be paid for by the Employer. The Employee should submit these anticipated expenses for these activities to the Employer during the annual budgetary process.
- G. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business use, a laptop computer, software, or tablet computer required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall remain the property of the Employer.
- H. Employer shall support the Employee in retaining a Professional Engineering License with the State of Utah.
- I. Employer shall support the Employee in retaining Grade 4 Water Collections and Sewer Collections operator certifications with the State of Utah.

ARTICLE III

General Work Conditions

Section 3.01: Performance Evaluation

- A. Employer shall annually review the performance of the Employee in March subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.
- B. The annual evaluation process, at a minimum, must include the opportunity for both parties to:
- a) conduct a formulary session where the Employer and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period,
 - b) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,
 - c) next meet and discuss the written evaluation of these goals and objectives, and
 - d) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.
- C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- D. In the event the Employer determines to modify the evaluation instrument, format and/or procedure, and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

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E. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 3.02 Hours of Work

Employee is expected to work for the Employer during Employer's normal office hours, except as otherwise authorized by the Mayor. It is recognized that the Employee must devote a great deal of time outside the normal office hours and outside the Employer's normal place of business on business for the Employer.

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with their responsibilities under this Agreement. All such activities shall be disclosed to the Mayor and Council prior to commencement.

ARTICLE IV

Employment Separation

Section 4.01: Resignation

Employee may terminate this Agreement by providing a minimum of 30 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law.

Section 4.02 Termination

- A. For the purpose of this agreement, termination shall occur when:
- a. The majority of the governing body votes to terminate the Employee at a properly posted and duly authorized public meeting.

- b. If the Employer, citizens or legislature acts to amend any provisions of the Nibley City Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- c. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- d. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
- e. A breach of contract, declared by either party, is not cured within 30 days of written notice describing the conduct that constitutes a breach. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 5.03.
- f. In the event the Council fails to budget for the salary of the Employee as payable under this agreement, thereby making it impossible to make payment hereunder, that act shall be considered a termination of this agreement and the severance pay set forth shall be paid by the Employer.
- g. The Employee becomes disabled, as defined in Section 2.02.D.
- h. The Employee is convicted of a felony.

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- B. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.

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Section 4.03 Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 4.02. This section survives termination of the Agreement until fully discharged.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six (6) months' wages, including all allowances and stipends normally provided to Employee. This severance shall be paid in a lump sum or in a continuation of salary on the existing payroll schedule, at the Employee's option.

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B. The Employee shall be compensated for all vacation leave, all accrued Comp Time leave, 50% of sick leave up to 240 hours, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. For a minimum period of six (6) months following termination, the Employer shall pay the cost to continue the following benefits:

- a. Health insurance for the employee and all dependents as provided in Section 2.02 (A), after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
- b. Life insurance as provided in Section 2.02(D).
- c. Short-term and long-term disability as provided in Section 2.02(B).
- d. Car allowance or payment of lease as provided in Section 2.04.
- e. Out placement services should the employee desire them in an amount not to exceed [\$10,000 to \$15,000 recommended], and
- f. Any other benefits available to other employees.

D. If the Employee is terminated because of a felony conviction or for breach of this Agreement, then the Employer is not obligated to pay severance under this section.

E. The termination and severance of Employee must be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is available from ICMA.

- F. If in the event the Employee retires or leaves his position with the Employer, giving at least thirty (30) days written notice of intent, he shall receive a cash payout of 100% of his unpaid, earned vacation and accrued comp leave and 50% of his unpaid earned sick leave up to a maximum of 240 hours.

ARTICLE V

General Covenants

Section 5.01: Indemnification

To the maximum extent permitted by law, the Employer must defend, save harmless and indemnify the Employee from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Employee's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, even if said claim is brought/filed following Employee's separation from employment or based upon Employee's own alleged negligence or misconduct, provided that at the time of the alleged act or omission the Employee was then acting within the scope of his/her duties. Under these circumstances only, the Employer (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the Employer (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Employee.

In connection with those claims or suits involving the Employee in his/her professional capacity, the Employer must defend the Employee and/or must retain and pay for an attorney to represent the Employee (including all fees and costs) in connection with any such suit, claim, complaint, mediation, arbitration, or similar actions.

This Section survives the termination of this Agreement.

Section 5.02: Bonding

Employer shall bear the full cost of any bonds that Employee is required to obtain by any law or ordinance.

Section 5.03: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Nibley City code, local ordinances, or any other law.

Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations, collective bargaining agreements, or by practice.

Section 5.04: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the Employer and Employee. Such amendments must be incorporated and made a part of this agreement.
- B. Successors in Interest. The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.
- C. Effective Date. This Agreement becomes effective on 11 March 2021 and will continue until terminated [as set forth herein](#).
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Employer's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement must take precedence over contrary provisions of Employer's policies, ordinances, rules and regulations or any such permissive law during the term of this Agreement.

Section 5.05: Notices

All notices and requests pursuant to this Agreement must be sent as follows:

- (a) EMPLOYER: Nibley City 455 West 3200 South Nibley, UT 84321
- (b) EMPLOYEE: Justin Maughan 4900 Hollow Road Nibley, UT 84321

Notice must be deemed given as of the date of personal service, Federal Express, certified mail or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

THIS AGREEMENT has been executed as of the date first hereinabove written.

Shaun Dustin
Nibley City Mayor

Justin Maughan

Agenda Item #7

Description	Department Report – Parks
Department	Public Works - Parks
Presenter	Rod Elwood, Nibley City Park Superintendent
Recommendation	Receive the presentation. Ask clarifying questions.
Reviewed By	Mayor, Interim City Manager

Background:

Department staff provide periodic reports to the City Council to provide updates on initiatives and projects. The Parks Superintendent will provide a park plans and development update. Members of Council requested this update at the 3-1-2021 City Council meeting.

Agenda Item #8

Description	Discussion & Consideration – Resolution 21-07: 2020 Municipal Wastewater Planning Program Report
Department	Public Works - Sewer
Presenter	Justin Pope, Nibley City Water/Wastewater Supervisor
Recommendation	Approve Resolution 21-07: 2020 Municipal Wastewater Planning Program Report, for first reading
Reviewed By	Mayor, Interim City Manager

Background:

The State Division of Environmental Quality requires municipalities to complete a survey each year to report on the status of the City's wastewater system. The questions in the survey are focused on the financial health, planning and maintenance of the system.

The Sewer Department's finances are strong, and the City does not anticipate any major expenses for the collection system in the immediate future. However, that could change quickly as development occurs. It is the opinion of the Public Works Department that the collection system itself is in great shape. Nibley has been able to avoid many of the problems that other cities face, primarily due to the young age of Nibley's sewer system. Staff routinely inspect and clean the system. At this time, staff largely focuses on eliminating infiltration into the system, as Nibley must pay Logan for every drop of water that goes into the system.

The Sewer Master Plan is currently underway. Staff is placing a large emphasis on future land use possibilities and the implications they may have on the system. Of particular interest is the South West area of town that has had some initial talk of development. We are coordinating with USU to see if their existing lift station could be utilized by the City.

RESOLUTION 21-07

2020 MUNICIPAL WASTEWATER PLANNING PROGRAM RESOLUTION

WHEREAS, the Utah Division of Water Quality requests that municipalities annually review wastewater planning; and

WHEREAS, Nibley City has completed and reviewed the attached Municipal Wastewater Planning Program Report of 2020; and

WHEREAS, Nibley City has taken all appropriate actions necessary to maintain effluent requirements contained in the UPDES Permit:

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

The attached Municipal Wastewater Planning Program Report for 2020 is hereby adopted.

Dated this _____ day of _____, 2021.

Shaun Dustin, Mayor

ATTEST: _____
Cheryl Bodily, Deputy City Recorder

Municipal Wastewater Planning Program (MWPP)
Annual Report
for the year ending 2020
NIBLEY CITY

Thank you for filling out the requested information. Please let DWQ know when it is approved by the Council.

Please download a copy of your form by clicking "Download PDF" below.

Below is a summary of your responses

[Download PDF](#)

SUBMIT BY APRIL 15, 2021

Are you the person responsible for completing this report for your organization?

☒ **Yes**

☐ **No**

This is the current information recorded for your facility:

Facility Name:	NIBLEY CITY
Contact - First Name:	Justin
Contact - Last Name:	Pope
Contact - Title	Public Works
Contact - Email:	justin.pope@nibleycity.com

Contact - Phone:	435-760-3777
Contact - Email:	justin@nibleycity.com

Is this information above complete and correct?

☒ **Yes**

☐ No

Your wastewater system is described as Collection & Financial:

Classification: COLLECTION

Grade: II

(if applicable)

Classification: -

Grade: -

Is this correct?

WARNING: If you select 'no', you will no longer have access to this form upon clicking Save & Continue. DWQ will update the information and contact you again.

☒ **Yes**

☐ No

Click on a link below to view examples of sections in the survey:
(Your wastewater system is described as Collection & Financial)

[MWPP Collection System.pdf](#)

[MWPP Discharging Lagoon.pdf](#)

[MWPP Financial Evaluation.pdf](#)

[MWPP Mechanical Plant.pdf](#)

[MWPP Non-Discharging Lagoon.pdf](#)

Will multiple people be required to fill out this form?

☒ Yes

☐ No

Please update the information for the person in charge of filling out each section.

	Email ex. john@email.com	Name (first and last)	Notes These notes will be sent in the invite email
Financial Evaluation	michelle@nibleycity.com	Michelle Jensen	Hi
Collection System	justin@nibleycity.com	Justin Pope	Hi
Review, sign and submit	justin@nibleycity.com	Justin Pope	Hi

Click 'Yes' to send an email to each responsible person with the notes you've included (if any) with a link to the forms and to receive updates

☒ **Yes, send the link to this form for the next person to fill out.**

☐ Continue filling out the form myself and send the link to others later.

Financial Evaluation Section

Form completed by:

Michelle Jensen

Part I: GENERAL QUESTIONS

Yes

No

Are sewer revenues maintained in a dedicated



purpose enterprise/district account?

☒ Yes

☐ No

Yes

No

Are you collecting 95% or more of your anticipated sewer revenue?

☒

☐

Are Debt Service Reserve Fund⁶ requirements being met?

☒

☐

What was the annual average User Charge¹⁶ for 2020?

624

Do you have a water and/or sewer customer assistance program* (CAP)?

☐ Yes

☒ No

Part II: OPERATING REVENUES AND RESERVES

Yes

No

Are property taxes or other assessments applied to the sewer systems¹⁵?

☐

☒

Yes

No

Are sewer revenues¹⁴ sufficient to cover operations & maintenance costs⁹, and repair & replacement costs¹² (OM&R) at this time?

☒

☐

Are projected sewer revenues sufficient to cover

☐

☐

OM&R costs for the <i>next five years</i> ?	☒ Yes	☐ No
Does the sewer system have sufficient staff to provide proper OM&R?	☒	☐
Has a repair and replacement sinking fund ¹³ been established for the sewer system?	☒	☐
Is the repair & replacement sinking fund sufficient to meet anticipated needs?	☒	☐

Part III: CAPITAL IMPROVEMENTS REVENUES AND RESERVES

	Yes	No
Are sewer revenues sufficient to cover all costs of current capital improvements ³ projects?	☒	☐
Has a Capital Improvements Reserve Fund ⁴ been established to provide for anticipated capital improvement projects?	☒	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next five years</i> ?	☒	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next ten years</i> ?	☒	☐
Are projected Capital Improvements Reserve Funds sufficient for the <i>next twenty years</i> ?	☒	☐

Part IV: FISCAL SUSTAINABILITY REVIEW

	Yes	No
Have you completed a Rate Study ¹¹ within the last five years?	☒	☐
Do you charge Impact fees ⁸ ?	☒	☐

2020 Impact Fee (if not a flat fee, use average of all collected fees) =

1725

Yes

No

Have you completed an Impact Fee Study in accordance with UCA 11-36a-3 within the last five years?

☐☒

Do you maintain a Plan of Operations¹⁰?

☒☐

Have you updated your Capital Facility Plan² within the last five years?

☒☐

Yes

No

Do you use an Asset Management¹ system for your sewer systems?

☒☐

Describe the Asset Management System (check all that apply)

☐ Spreadsheet

☒ **GIS**

☐ Accounting Software

☐ Specialized Software

☐ Other

Yes

No

Do you know the total replacement cost of your sewer system capital assets?

Yes
☐

No
☒

Do you fund sewer system capital improvements annually with sewer revenues at 2% or more of the total replacement cost?

Yes

☐

No

☒

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

☐

☒

What is the sewer/treatment system annual asset renewal* cost as a percentage of its total replacement cost?

0

Part V: PROJECTED CAPITAL INVESTMENT COSTS

Cost of projected capital improvements

	Cost	Purpose of Improvements		
	Please enter a valid numerical value	Replace/Restore	New Technology	Increase Capacity
2021	0	☐	☐	☐
2021 thru 2025	0	☐	☐	☐
2026 thru 2030	0	☐	☐	☐
2031 thru 2035	0	☐	☐	☐
2036 thru 2040	0	☐	☐	☐

To the best of my knowledge, the Financial section is completed and accurate.

☒ Yes

This is the end of the Financial section. What would you like to do next?

☒ **This entire section is complete. Send the link to the next person in charge.** (*Once you Save & Continue, you will no longer be able to use the same link to view/edit your responses*).

☐ I will continue to fill out/review the next section myself.

Collections System Section

Form completed by:

May Receive Continuing Education /units (CEUs)

Justin Pope

Part I: SYSTEM DESCRIPTION

What is the largest diameter pipe in the collection system (diameter in inches)?

21 inch

What is the average depth of the collection system (in feet)?

10 ft

What is the total length of sewer pipe in the system (length in miles)?

23 miles

How many lift/pump stations are in the collection system?

3

What is the largest capacity lift/pump station in the collection system (design capacity in gallons per minute)?

hanson 2000 gpm

Do seasonal daily peak flows exceed the average peak daily flow by 100 percent or more?

☐ Yes

☒ No

What year was your collection system first constructed (approximately)?

2003

In what year was the largest diameter sewer pipe in the collection system constructed, replaced or renewed? (If more than one, cite the oldest)

2003

PART II: DISCHARGES

How many days last year was there a sewage bypass, overflow or basement flooding in the system due to rain or snowmelt?

0

How many days last year was there a sewage bypass, overflow or basement flooding due to equipment failure (except plugged laterals)?

0

The Utah Sewer Management Program defines two classes of sanitary sewer overflows (SSOs):

Class 1– a Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that:

- (a) affects more than five private structures;*
- (b) affects one or more public, commercial or industrial structure(s);*
- (c) may result in a public health risk to the general public;*
- (d) has a spill volume that exceeds 5,000 gallons, excluding those in single private structures; or*
- (e) discharges to Waters of the state.*

Class 2 – a Non-Significant SSO means a SSO or backup that is not caused by a private lateral obstruction or problem that does not meet the Class 1 SSO criteria.

Below include the number of SSOs that occurred in year: 2020

Number

Number of Class 1 SSOs in Calendar year

0

Number of Class 2 SSOs in Calendar year

0

Please indicate what caused the SSO(s) in the previous question.

0

0

Please specify whether the SSOs were caused by contract or tributary community, etc.

0

Part III: NEW DEVELOPMENT

Did an industry or other development enter the community or expand production in the past two years, such that flow or wastewater loadings to the sewerage system increased by 10% or more?

- ☐ Yes
- ☒ No

Are new developments (industrial, commercial, or residential) anticipated in the next 2 – 3 years that will increase flow or BOD5 loadings to the sewerage system by 25% or more?

- ☐ Yes
- ☒ No

Number of new commercial/industrial connections in the last year

0

Number of new residential sewer connections added in the last year

55

Equivalent residential connections⁷ served

Part IV: OPERATOR CERTIFICATION

How many collection system operators do you employ?

5

Approximate population served

8000

State of Utah Administrative Rules requires all public system operators considered to be in Direct Responsible Charge (DRC) to be appropriately certified at least at the Facility's Grade.

List the designated Chief Operator/DRC for the Collection System below:

	Name First and Last Name	Grade	Email Please enter full email address
Chief Operator/DRC	Justin Pope	II	justin@nibleycity.com

List all other Collection System operators with DRC responsibilities in the field, by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	
Collection Grade II:	
Collection Grade III:	

Collection Grade III:	
Collection Grade IV:	Name Justin Maughan separate by comma

List all other Collection System operators by certification grade, separate names by commas:

	Name separate by comma
SLS ¹⁷ Grade I:	
Collection Grade I:	
Collection Grade II:	Rod Elwood
Collection Grade III:	Steve Eliason,Justin Johnson
Collection Grade IV:	
No Current Collection Certification:	

Is/are your collection DRC operator(s) currently certified at the appropriate grade for this facility?

- ☒ Yes
- ☐ No

Part V: FACILITY MAINTENANCE

	Yes	No
Have you implemented a preventative maintenance program for your collection system?	☒	☐
Have you updated the collection system operations and maintenance manual within the past 5 years?	☐	☒
Do you have a written emergency response plan for sewer systems?	☒	☐

- | | Yes | No |
|---|----------------------------------|-----------------------|
| Do you have a written safety plan for sewer systems? | ☒ | ☐ |
| Is the entire collections system TV inspected at least every 5 years? | ☒ | ☐ |
| Is at least 85% of the collections system mapped in GIS? | ☒ | ☐ |

Part VI: SSMP EVALUATION

- | | Yes | No |
|---|----------------------------------|----------------------------------|
| Has your system completed a Sewer System Management Plan (SSMP)? | ☒ | ☐ |
| Has the SSMP been adopted by the permittee's governing body at a public meeting? | ☒ | ☐ |
| Has the completed SSMP been public noticed? | ☒ | ☐ |
| During the annual assessment of the SSMP, were any adjustments needed based on the performance of the plan? | ☐ | ☒ |

Date of Public Notice

02/04/2016

During 2020, was any part of the SSMP audited as part of the five year audit?

- ☐ Yes
- ☒ No

Have you completed a System Evaluation and Capacity Assurance Plan (SECAP) as defined by the Utah Sewer Management Program?

(SECAP) as defined by the Utah Sewer Management Program?

☒ **Yes**

☐ No

Part VII: NARRATIVE EVALUATION

This section should be completed with the system operators.

Describe the physical condition of the sewerage system: (lift stations, etc. included)

the system is in great condition

What sewerage system capital improvements³ does the utility need to implement in the next 10 years?

possible upsize

What sewerage system problems, other than plugging, have you had over the last year?

replaced a pump rail in lift station

Is your utility currently preparing or updating its capital facilities plan²?

☐ Yes

☒ **No**

Does the municipality/district pay for the continuing education expenses of operators?

☒ **100% Covered**

☐ Partially cover

☐ Does not pay

Is there a written policy regarding continuing education and training for wastewater operators?

☒ Yes

☐ No

Any additional comments?

no

This is the end of the Collections System questions

To the best of my knowledge, the Collections System section is completed and accurate.

☒ Yes

This is the end of the Collection System section, what would you like to do next?

This entire section is complete. Send the link to the next person in

☒ **charge.** *(Once you Save & Continue, you will no longer be able to use the same link to view/edit your responses).*

☐ I will continue to fill out/review the next section myself.

I have reviewed this report and to the best of my knowledge the information provided in this report is correct.



Has this been adopted by the council? If no, what date will it be presented to the council?

- ☐ Yes
- ☒ No

What date will it be presented to the council?

Date format ex. mm/dd/yyyy

03/25/2021

Please log in.

Email

justin@nibleycity.com

PIN

....

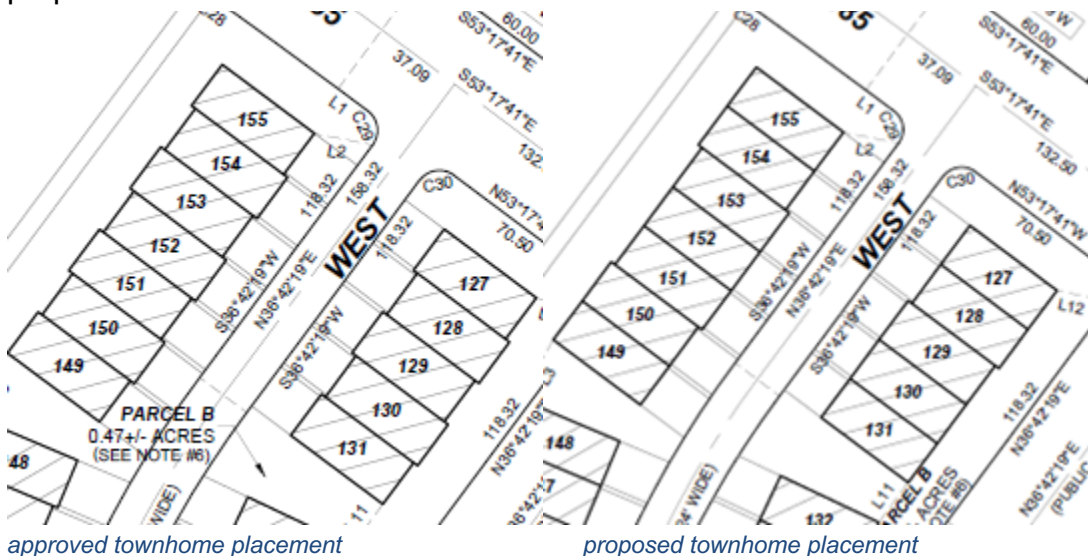
NOTE: This questionnaire has been compiled for your benefit to assist you in evaluating the technical and financial needs of your wastewater systems. If you received financial assistance from the Water Quality Board, annual submittal of this report is a condition of that assistance. Please answer questions as accurately as possible to give you the best evaluation of your facility. If you need assistance, please send an email to wqinfodata@utah.gov and we will contact you as soon as possible. You may also visit our [Frequently Asked Questions](#) page.

Agenda Item #9

Description	Discussion & Consideration – Revision to Ridgeline Park Subdivision – Phase 1 and Phase 2, Final Plat (Applicant: Visionary Homes)
Presenter	Levi Roberts, City Planner
Recommendation	Move to approve the Revision to Ridgeline Park Subdivision – Phase 1 and Phase 2, Final Plat (Applicant: Visionary Homes)
Reviewed By	Interim City Manager, City Planner, Planning & Zoning Commission

Background:

Visionary Homes received approval for the Final Plats of Phase 1 and 2 on November 12, 2021. The applicant has proposed a minor revision to both plats. Because the plats have not yet been recorded, it is considered a ‘revision,’ rather than an ‘amendment.’ The primary change to the plat with this revision affects the placement and design of the townhomes. On the approved plat, each townhome unit is offset by 12 inches. The proposed revision offsets the townhomes in sets of 2-3.



NCC 19.32.080 (A)(B) provides:

6. *Variation. Townhome dwellings units shall be designed with architectural wall variations spaced at intervals of thirty (30) to fifty (50) feet in linear width, depending on the size of the building. The following architectural features shall be incorporated into the design of the building:*
 - a. *Change in building materials;*
 - b. *Building projections measuring at least twelve(12) inches in depth based on the scale of the proposed building;*
 - c. *Awnings and lighting, or another architectural variation as approved on a case-by- case basis that creates visual interest.*

In the original approval, a design for the townhomes was approved which includes a change in building materials, colors and projections with each housing unit. This change in the townhome placement will not affect the compliance with this provision of Nibley City Code.

In addition to this change, the applicant revised an error which impacts Phase 1 Commercial Lot 1 (C1). The property line for the adjacent parcel, owned by Vern & Lena Bale was not denoted in the correct location in the approved plat. The updated plat increases the size of this parcel from 0.82 acre to 0.99 acre.

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD
C1	280.00	22°57'27"	112.19	N41°24'21"W 111.44
C2	280.00	36°11'50"	176.89	N70°58'59"W 173.97
C3	10.00	90°01'47"	15.71	N44°04'01"W 14.15
C4	10.00	89°58'13"	15.70	S45°55'59"W 14.14
C5	170.00	31°58'34"	94.88	S74°55'49"W 93.65
C6	170.00	32°09'15"	95.40	S42°51'54"W 94.16
C7	170.00	16°23'01"	48.61	S18°35'46"W 48.45
C8	170.00	144°12'47"	427.89	S18°48'42"W 323.55
C9	170.00	16°23'01"	48.61	S2°12'46"W 48.45
C10	170.00	16°23'01"	48.61	S14°10'15"E 48.45
C11	170.00	16°23'01"	48.61	S30°33'16"E 48.45
C12	170.00	14°32'55"	43.17	S46°01'14"E 43.05
C13	10.00	90°00'00"	15.71	S8°17'41"E 14.14
C14	10.00	90°00'00"	15.71	S81°42'19"W 14.14
C15	230.00	8°42'07"	34.93	N57°38'45"W 34.90
C16	230.00	11°27'33"	46.00	N67°43'34"W 45.92
C17	200.00	20°09'40"	70.38	N63°22'31"W 70.01
C18	3020.00	1°55'36"	101.55	N54°15'29"W 101.54
C19	2990.00	1°55'26"	100.39	N54°15'24"W 100.39
C20	2990.00	1°02'38"	54.48	N54°41'48"W 54.48
C21	2990.00	0°52'47"	45.91	N53°44'05"W 45.91
C22	10.00	90°00'00"	15.71	N8°17'41"W 14.14
C23	10.00	90°00'00"	15.71	N81°42'19"E 14.14
C24	2790.00	0°56'34"	45.91	S53°45'58"E 45.91
C25	2790.00	1°54'14"	92.71	S54°14'48"E 92.70
C26	2790.00	0°57'39"	46.79	S54°43'05"E 46.79
C27	2760.00	2°35'39"	124.96	S54°35'31"E 124.95
C28	2730.00	2°35'39"	123.60	S54°35'31"E 123.59
C29	10.00	90°00'00"	15.71	S8°17'41"E 14.14
C30	10.00	90°00'00"	15.71	S81°42'19"W 14.14
C31	10.00	90°00'00"	15.71	N8°17'41"W 14.14
C32	330.00	35°27'38"	204.24	N18°58'30"E 200.99
C33	10.00	89°40'25"	15.65	N46°04'53"E 14.10
C34	300.00	35°45'26"	187.22	S18°49'36"W 184.20
C35	270.00	35°21'37"	166.63	S19°01'30"W 164.00
C36	270.00	16°06'15"	75.89	S9°23'50"W 75.64
C37	270.00	19°15'21"	90.74	S27°04'38"W 90.31
C38	10.00	90°00'00"	15.71	S81°42'19"W 14.14
C39	110.00	74°06'08"	142.27	N16°14'37"W 132.56
C40	110.00	144°12'47"	276.87	N18°48'42"E 209.36
C41	140.00	144°12'47"	352.38	N18°48'42"E 266.46
C42	110.00	31°39'12"	60.77	N36°38'03"E 60.00
C43	110.00	38°27'27"	73.83	N71°41'22"E 72.45
C44	10.00	90°25'36"	15.78	S43°52'06"E 14.19
C45	220.00	0°14'04"	0.90	S89°04'54"E 0.90
C46	420.50	32°25'33"	237.98	S20°29'32"W 234.81
C47	432.50	32°25'33"	244.77	S20°29'32"W 241.51
C48	444.50	32°25'33"	251.56	S20°29'32"W 248.21
C49	220.00	52°40'00"	202.23	N56°15'37"W 195.18
C50	250.00	55°47'37"	243.45	N57°49'26"W 233.94
C51	250.00	59°09'17"	258.11	S59°30'16"E 246.80
C52	250.00	3°21'40"	14.67	S87°24'04"E 14.66
C53	280.00	59°09'17"	289.08	N59°30'16"W 276.41
C54	230.00	20°09'40"	80.93	N63°22'31"W 80.51

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S53°17'41"E	15.09
L2	S78°30'07"E	24.32
L3	S29°47'17"W	29.39
L4	S10°32'47"W	29.60
L5	S31°56'59"E	40.46
L6	S4°16'46"W	32.77
L7	N4°16'46"E	63.10
L8	S4°16'46"W	32.77
L9	S61°01'20"E	26.19
L10	N19°41'54"E	20.13
L11	N36°22'43"E	21.44
L12	S78°14'19"E	23.71
L13	N37°06'56"E	5.21
L14	S31°03'28"E	30.41

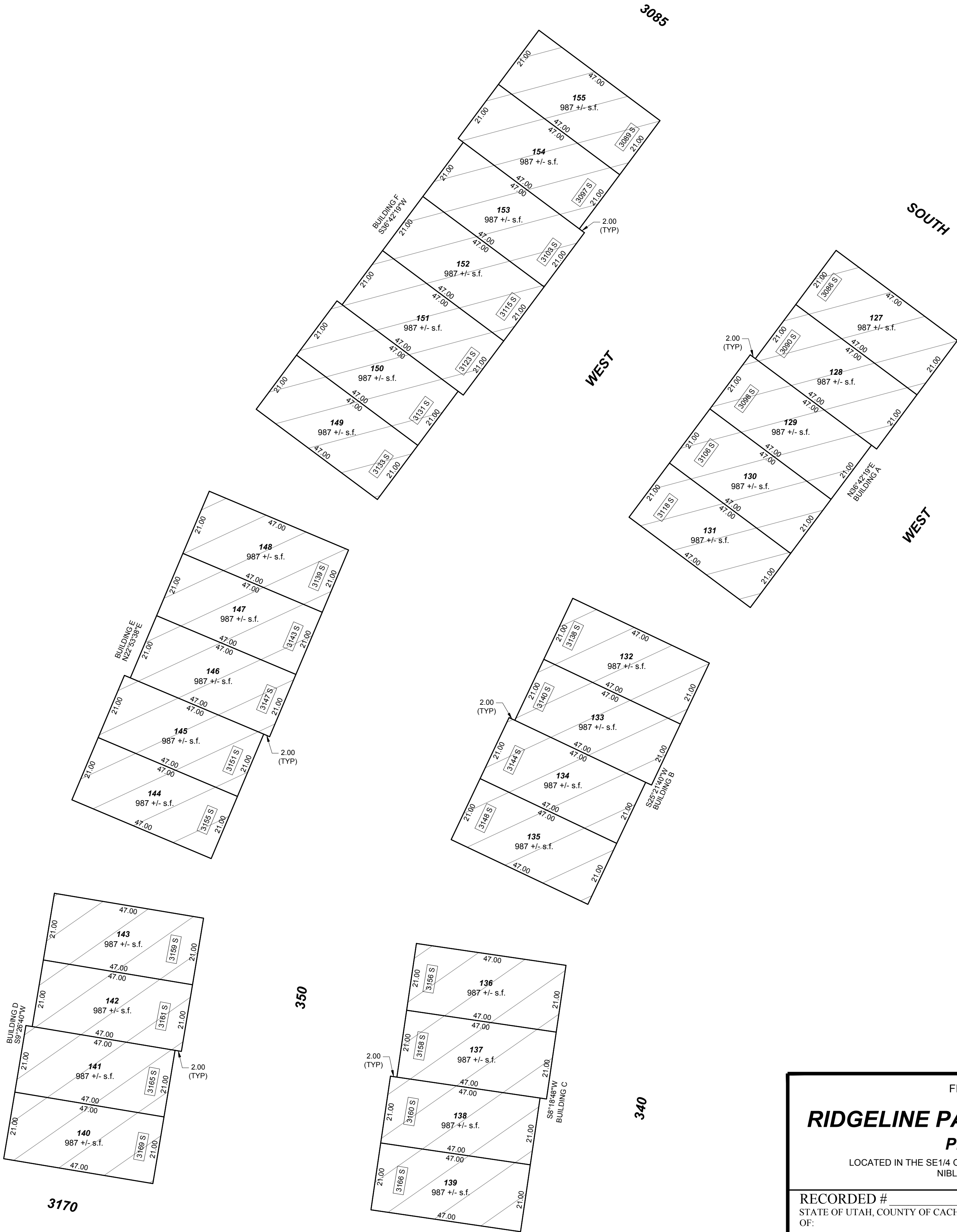
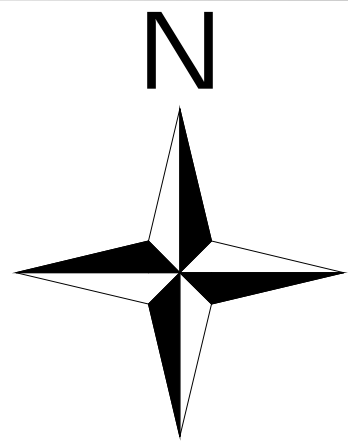
LOT AREA TABLE	
LOT #	AREA
C1	42951 +/- s.f. 0.99 +/- ACRES
C2	8382 +/- s.f. 0.81 +/- ACRES
101	8383 +/- s.f. 0.19 +/- ACRES
102	6886 +/- s.f. 0.15 +/- ACRES
103	8670 +/- s.f. 0.20 +/- ACRES
104	11397 +/- s.f. 0.26 +/- ACRES
105	8251 +/- s.f. 0.19 +/- ACRES
106	6368 +/- s.f. 0.15 +/- ACRES
107	5520 +/- s.f. 0.13 +/- ACRES
108	5000 +/- s.f. 0.11 +/- ACRES
109	5000 +/- s.f. 0.11 +/- ACRES
110	6479 +/- s.f. 0.15 +/- ACRES
111	6479 +/- s.f. 0.15 +/- ACRES
112	6000 +/- s.f. 0.14 +/- ACRES
113	6045 +/- s.f. 0.14 +/- ACRES
114	6058 +/- s.f. 0.14 +/- ACRES
115	6000 +/- s.f. 0.14 +/- ACRES
116	6479 +/- s.f. 0.15 +/- ACRES
117	6479 +/- s.f. 0.15 +/- ACRES
118	5000 +/- s.f. 0.11 +/- ACRES
119	6400 +/- s.f. 0.15 +/- ACRES

LOT AREA TABLE	
LOT #	AREA
120	8715 +/- s.f. 0.20 +/- ACRES
121	8382 +/- s.f. 0.19 +/- ACRES
122	8558 +/- s.f. 0.20 +/- ACRES
123	6547 +/- s.f. 0.15 +/- ACRES
124	6806 +/- s.f. 0.16 +/- ACRES
125	5774 +/- s.f. 0.13 +/- ACRES
126	5753 +/- s.f. 0.13 +/- ACRES
127	987 +/- s.f. 0.02 +/- ACRES
128	987 +/- s.f. 0.02 +/- ACRES
129	987 +/- s.f. 0.02 +/- ACRES
130	987 +/- s.f. 0.02 +/- ACRES
131	987 +/- s.f. 0.02 +/- ACRES
132	987 +/- s.f. 0.02 +/- ACRES
133	987 +/- s.f. 0.02 +/- ACRES
134	987 +/- s.f. 0.02 +/- ACRES
135	987 +/- s.f. 0.02 +/- ACRES
136	987 +/- s.f. 0.02 +/- ACRES
137	987 +/- s.f. 0.02 +/- ACRES
138	987 +/- s.f. 0.02 +/- ACRES
139	987 +/- s.f. 0.02 +/- ACRES
140	987 +/- s.f. 0.02 +/- ACRES

LOT AREA TABLE	
LOT #	AREA
141	987 +/- s.f. 0.02 +/- ACRES
142	987 +/- s.f. 0.02 +/- ACRES
143	987 +/- s.f. 0.02 +/- ACRES
144	987 +/- s.f. 0.02 +/- ACRES
145	987 +/- s.f. 0.02 +/- ACRES
146	987 +/- s.f. 0.02 +/- ACRES
147	987 +/- s.f. 0.02 +/- ACRES
148	987 +/- s.f. 0.02 +/- ACRES
149	987 +/- s.f. 0.02 +/- ACRES
150	987 +/- s.f. 0.02 +/- ACRES
151	987 +/- s.f. 0.02 +/- ACRES
152	987 +/- s.f. 0.02 +/- ACRES
153	987 +/- s.f. 0.02 +/- ACRES
154	987 +/- s.f. 0.02 +/- ACRES
155	987 +/- s.f. 0.02 +/- ACRES
PARCEL A	9640 +/- s.f. 0.22 +/- ACRES
PARCEL B	20673 +/- s.f. 0.47 +/- ACRES
PARCEL C	50054 +/- s.f. 1.15 +/- ACRES
PARCEL D	10127 +/- s.f. 0.23 +/- ACRES

FINAL PLAT
OF
RIDGELINE PARK SUBDIVISION
PHASE 1

LOCATED IN THE SE1/4 OF SECTION 21,T11N, R1E, S.L.B.&M.
NIBLEY CITY, UTAH



LEGEND	
1234 N	LOT ADDRESS
	PRIVATE OWNERSHIP
	COMMON AREA (EXCLUDES RESIDENTIAL LOTS 101-126 & COMMERCIAL LOTS C1-C2)

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net



SHEET 2

FINAL PLAT
OF
RIDGELINE PARK SUBDIVISION
PHASE 1

LOCATED IN THE SE1/4 OF SECTION 21,T11N, R1E, S.L.B.&M.
NIBLEY CITY, UTAH

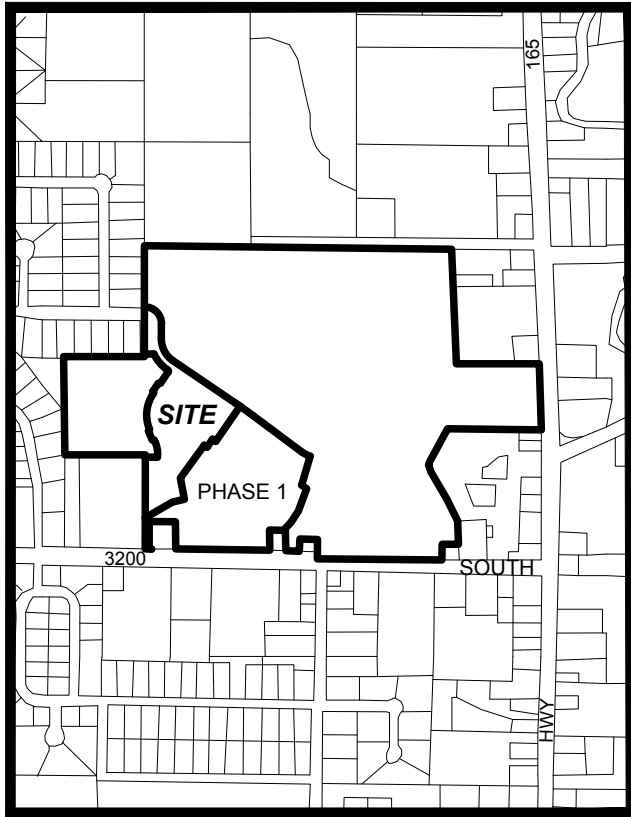
RECORDED #
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST
OF:

DATE: TIME: BOOK: PAGE:

\$ FEE

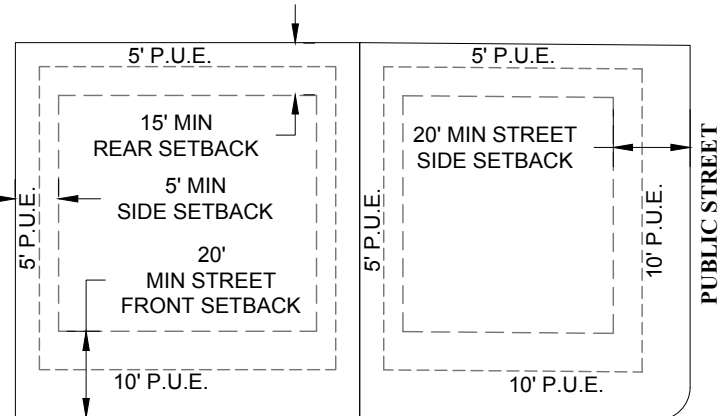
CACHE COUNTY RECORDER

* ALL BUILDING WALLS ARE PARALLEL
WITH OR PERPENDICULAR TO THE
REFERENCE BEARING SHOWN HEREON.



VICINITY MAP
NTS

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD
C1	2990.00	0°40'13"	34.98	N55°33'13"W 34.98
C2	10.00	89°36'28"	15.64	S79°18'26"W 14.09
C3	170.00	26°55'12"	79.87	S21°02'37"W 79.14
C4	170.00	55°44'08"	165.37	S6°38'08"W 158.93
C5	200.00	58°02'49"	202.62	S5°28'48"W 194.07
C6	170.00	28°48'56"	85.50	S6°49'27"E 84.60
C7	10.00	92°18'41"	16.11	S67°23'16"E 14.42
C8	230.00	17°58'23"	72.15	N75°26'35"E 71.85
C9	230.00	14°09'19"	56.82	S88°29'34"E 56.68
C10	230.00	57°39'16"	231.44	S84°42'58"E 221.80
C11	230.00	15°46'07"	63.30	S73°31'51"E 63.10
C12	230.00	9°45'27"	39.17	S60°46'04"E 39.12
C13	170.00	57°39'16"	171.06	N84°42'58"W 163.94
C14	200.00	57°39'16"	201.25	S84°42'58"E 192.87
C15	10.00	90°00'00"	15.71	S21°27'24"W 14.14
C16	230.00	23°33'46"	94.59	S11°45'43"E 93.92
C17	200.00	23°33'46"	82.25	S11°45'43"E 81.67
C18	220.00	29°56'47"	114.99	S14°57'14"E 113.68
C19	250.00	29°56'47"	130.67	S14°57'14"E 129.18
C20	280.00	29°56'47"	146.35	S14°57'14"E 144.69
C21	230.00	55°28'03"	222.66	S28°09'19"E 214.07
C22	200.00	55°28'03"	193.62	N28°09'19"W 186.15
C23	230.00	27°21'48"	109.84	S14°06'11"E 108.80
C24	100.00	60°00'00"	104.72	N30°25'17"W 100.00
C25	70.00	44°24'55"	54.26	S22°37'45"E 52.92
C26	3020.00	0°40'03"	35.19	N55°33'18"W 35.19
C27	2790.00	0°41'25"	33.61	N55°32'38"W 33.61
C28	170.00	23°33'46"	69.91	N11°45'43"W 69.42
C29	10.00	90°00'00"	15.71	N68°32'36"W 14.14
C30	10.00	88°27'39"	15.44	N22°13'34"E 13.95
C31	10.00	90°23'32"	15.78	N10°41'34"W 14.19
C32	10.00	89°36'28"	15.64	N79°18'26"E 14.09
C33	10.00	90°23'32"	15.78	N10°41'34"W 14.19
C34	230.00	28°06'16"	112.82	N41°50'12"W 111.69

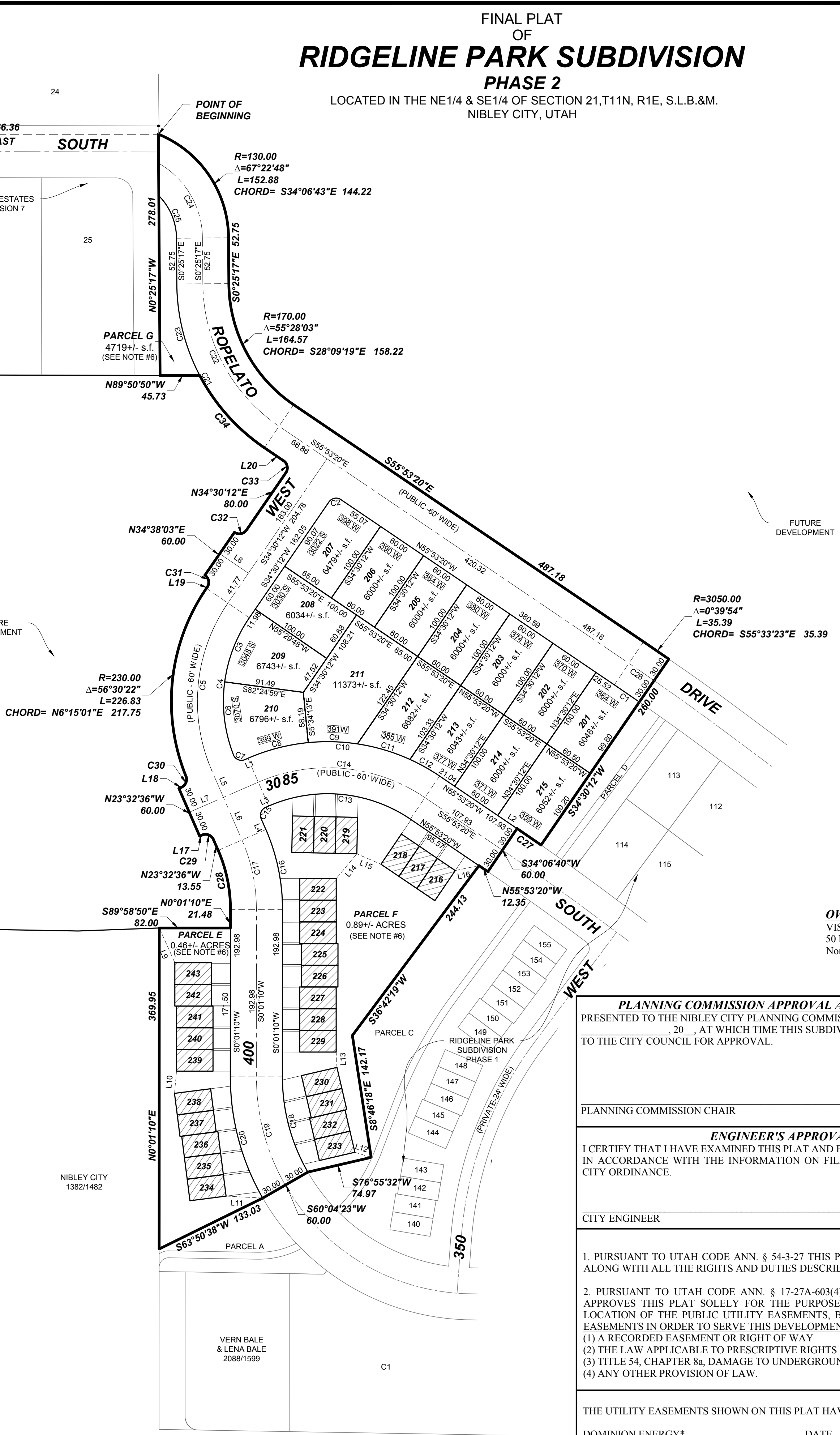


SINGLE FAMILY PUE &
SETBACK DETAIL
(TYPICAL SEE DRAWING FOR EXCEPTIONS)
NTS

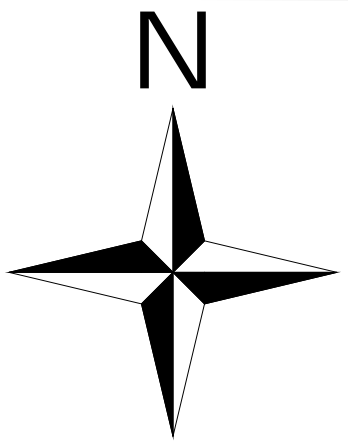
civilsolutionsgroup inc.

CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N66°27'24"E	3.74
L2	S55°53'20"E	26.89
L3	S66°27'24"W	3.87
L4	S23°32'36"E	13.55
L5	S23°32'36"E	33.55
L6	S23°32'36"E	53.55
L7	N66°27'24"E	39.96
L8	S55°53'20"E	40.00
L9	N24°12'04"W	43.88
L10	N5°16'28"E	25.69
L11	S86°55'55"E	42.32
L12	S72°36'32"E	19.72
L13	S2°46'42"E	17.67
L14	S39°47'56"W	37.02
L15	N66°45'11"W	30.30
L16	N78°20'30"E	27.91
L17	S66°27'24"W	2.94
L18	N66°27'24"E	3.02
L19	N34°30'12"E	1.50
L20	N55°53'20"W	26.59



LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21,T11N, R1E, S.L.B.&M.
NIBLEY CITY, UTAH



The aerial photograph shows three adjacent plots, labeled 221, 220, and 219 from left to right. Each plot is a rectangle with dimensions of 42.00' by 25.00'. The plots are separated by narrow gaps. The coordinates for the top-left corner of each plot are 396 W for plot 221, 386 W for plot 220, and 378 W for plot 219. The plots are labeled with their respective numbers and the text '1050+/- s.f.' (square feet). The background of the photograph is filled with diagonal hatching lines.

The map shows three lots with the following dimensions and bearings:

- Lot 218 (1050+/- s.f.):**
 - Top boundary: 25.00'
 - Left boundary: 42.00'
 - Right boundary: 42.00'
 - Bottom boundary: 25.00'
 - Internal bearing: S 78° W
- Lot 217 (1050+/- s.f.):**
 - Top boundary: 25.00'
 - Left boundary: 42.00'
 - Right boundary: 42.00'
 - Bottom boundary: 25.00'
 - Internal bearing: S 60° W
- Lot 216 (1050+/- s.f.):**
 - Top boundary: 25.00'
 - Left boundary: 42.00'
 - Right boundary: 42.00'
 - Bottom boundary: 25.00'
 - Internal bearing: S 54° W

A building labeled "SAP 53 200E BUILDING G" is located along the bottom boundary of the lots.

LOT AREA TABLE	
LOT #	AREA
PARCEL E	0.2619.99+/- s.f. 0.26+/- ACRES
PARCEL F	38633.63+/- s.f. 0.89+/- ACRES
PARCEL G	1718.86+/- s.f. 0.11+/- ACRES
201	6047.76+/- s.f. 0.14+/- ACRES
202	6000.14+/- s.f. 0.14+/- ACRES
203	6000.14+/- s.f. 0.14+/- ACRES
204	6000.14+/- s.f. 0.14+/- ACRES
205	6000.14+/- s.f. 0.14+/- ACRES
206	6000.14+/- s.f. 0.14+/- ACRES
207	6479.03+/- s.f. 0.15+/- ACRES
208	6034.24+/- s.f. 0.14+/- ACRES
209	6742.97+/- s.f. 0.15+/- ACRES
210	6796.11+/- s.f. 0.16+/- ACRES
211	11373.37+/- s.f. 0.26+/- ACRES
212	6681.94+/- s.f. 0.15+/- ACRES
213	6043.21+/- s.f. 0.14+/- ACRES
214	6000.14+/- s.f. 0.14+/- ACRES
215	6052.41+/- s.f. 0.14+/- ACRES
216	1050.00+/- s.f. 0.02+/- ACRES
217	1050.00+/- s.f. 0.02+/- ACRES
218	1050.00+/- s.f. 0.02+/- ACRES
219	1050.00+/- s.f. 0.02+/- ACRES

LOT AREA TABLE	
LOT #	AREA
220	1050.00+/- s.f. 0.02+/- ACRES
221	1050.00+/- s.f. 0.02+/- ACRES
222	1050.00+/- s.f. 0.02+/- ACRES
223	1050.00+/- s.f. 0.02+/- ACRES
224	1050.00+/- s.f. 0.02+/- ACRES
225	1050.00+/- s.f. 0.02+/- ACRES
226	1050.00+/- s.f. 0.02+/- ACRES
227	1050.00+/- s.f. 0.02+/- ACRES
230	1050.00+/- s.f. 0.02+/- ACRES
231	1050.00+/- s.f. 0.02+/- ACRES
232	1050.00+/- s.f. 0.02+/- ACRES
233	1050.00+/- s.f. 0.02+/- ACRES
234	1050.00+/- s.f. 0.02+/- ACRES
235	1050.00+/- s.f. 0.02+/- ACRES
237	1050.00+/- s.f. 0.02+/- ACRES
238	1050.00+/- s.f. 0.02+/- ACRES
239	1050.00+/- s.f. 0.02+/- ACRES
240	1050.00+/- s.f. 0.02+/- ACRES
241	1050.00+/- s.f. 0.02+/- ACRES
242	1050.00+/- s.f. 0.02+/- ACRES
243	1050.00+/- s.f. 0.02+/- ACRES

BUILDING L
SOUTH SIDE

2.00 (TYP.)

Unit 239: 1050+/- s.f., 42.00' x 25.00', 3138 S

Unit 240: 1050+/- s.f., 42.00' x 25.00', 3123 S

Unit 241: 1050+/- s.f., 42.00' x 25.00', 3113 S

Unit 242: 1050+/- s.f., 42.00' x 25.00', 3107 S

Unit 243: 1050+/- s.f., 42.00' x 25.00', 3009 S

SOUTH

[illegible]

N0°01'10"E
BUILDING I

BUILDING K
57'15 TYPE

238
1050+/- s.f.
\$3141 S

237
1050+/- s.f.
\$3147 S

236
1050+/- s.f.
\$3153 S

235
1050+/- s.f.
\$3161 S

234
1050+/- s.f.
\$3169 S

2.00 (TYP.)

3170

2.00' (TYP.)

25.00' 42.00'

230
1050+/- s.f.

25.00' 42.00'

231
1050+/- s.f.

25.00' 42.00'

232
1050+/- s.f.

25.00' 42.00'

233
1050+/- s.f.

25.00' 42.00'

S13°42'26"E

BUILDING J

S13°04'28"
BUILDING J

1234 N

LOT ADDRESS



PRIVATE OWNERSHIP

COMMON AREA
(EXCLUDES RESIDENTIAL LOTS 201-215)

civilsolutionsgroup inc.

CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21, T11N, R1E, S.L.B.&M.
NIBLEY CITY, UTAH

RECORDED # _____
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST
OF: _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

<u>\$</u> <u>FEE</u>	<u>CACHE COUNTY RECORD</u>
-------------------------	----------------------------

_____ FEE _____ CACHE COUNTY RECORDER

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD
C1	280.00	22°57'27"	112.19	N41°24'21"W 111.44
C2	280.00	36°11'50"	176.89	N70°58'59"W 173.97
C3	10.00	90°01'47"	15.71	N44°04'01"W 14.15
C4	10.00	89°58'13"	15.70	S45°55'59"W 14.14
C5	170.00	31°58'34"	94.88	S74°55'49"W 93.65
C6	170.00	32°09'15"	95.40	S42°51'54"W 94.16
C7	170.00	16°23'01"	48.61	S18°35'46"W 48.45
C8	170.00	144°12'47"	427.89	S18°48'42"W 323.55
C9	170.00	16°23'01"	48.61	S2°12'46"W 48.45
C10	170.00	16°23'01"	48.61	S14°10'15"E 48.45
C11	170.00	16°23'01"	48.61	S30°33'16"E 48.45
C12	170.00	14°32'55"	43.17	S46°01'14"E 43.05
C13	10.00	90°00'00"	15.71	S8°17'41"E 14.14
C14	10.00	90°00'00"	15.71	S81°42'19"W 14.14
C15	230.00	8°42'07"	34.93	N57°38'45"W 34.90
C16	230.00	11°27'33"	46.00	N67°43'34"W 45.92
C17	200.00	20°09'40"	70.38	N63°22'31"W 70.01
C18	3020.00	1°55'36"	101.55	N54°15'29"W 101.54
C19	2990.00	1°55'26"	100.39	N54°15'24"W 100.39
C20	2990.00	1°02'38"	54.48	N54°41'48"W 54.48
C21	2990.00	0°52'47"	45.91	N53°44'05"W 45.91
C22	10.00	90°00'00"	15.71	N8°17'41"W 14.14
C23	10.00	90°00'00"	15.71	N81°42'19"E 14.14
C24	2790.00	0°56'34"	45.91	S53°45'58"E 45.91
C25	2790.00	1°54'14"	92.71	S54°14'48"E 92.70
C26	2790.00	0°57'39"	46.79	S54°43'05"E 46.79
C27	2760.00	2°35'39"	124.96	S54°35'31"E 124.95
C28	2730.00	2°35'39"	123.60	S54°35'31"E 123.59
C29	10.00	90°00'00"	15.71	S8°17'41"E 14.14
C30	10.00	90°00'00"	15.71	S81°42'19"W 14.14
C31	10.00	90°00'00"	15.71	N8°17'41"W 14.14
C32	330.00	35°27'38"	204.24	N18°58'30"E 200.99
C33	10.00	89°40'25"	15.65	N46°04'53"E 14.10
C34	300.00	35°45'26"	187.22	S18°49'36"W 184.20
C35	270.00	35°21'37"	166.63	S19°01'30"W 164.00
C36	270.00	16°06'15"	75.89	S9°23'50"W 75.64
C37	270.00	19°15'21"	90.74	S27°04'38"W 90.31
C38	10.00	90°00'00"	15.71	S81°42'19"W 14.14
C39	110.00	74°06'08"	142.27	N16°14'37"W 132.56
C40	110.00	144°12'47"	276.87	N18°48'42"E 209.36
C41	140.00	144°12'47"	352.38	N18°48'42"E 266.46
C42	110.00	31°39'12"	60.77	N36°38'03"E 60.00
C43	110.00	38°27'27"	73.83	N71°41'22"E 72.45
C44	10.00	90°25'36"	15.78	S43°52'06"E 14.19
C45	220.05	0°14'04"	0.90	S89°04'54"E 0.90
C46	420.50	32°25'33"	237.98	S20°29'32"W 234.81
C47	432.50	32°25'33"	244.77	S20°29'32"W 241.51
C48	444.50	32°25'33"	251.56	S20°29'32"W 248.21
C49	220.00	52°40'00"	202.23	N56°15'37"W 195.18
C50	250.00	55°47'37"	243.45	N57°49'26"W 233.94
C51	250.00	59°09'17"	258.11	S59°30'16"E 246.80
C52	250.00	3°21'40"	14.67	S87°24'04"E 14.66
C53	280.00	59°09'17"	289.08	N59°30'16"W 276.41
C54	230.00	20°09'40"	80.93	N63°22'31"W 80.51

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S53°17'41"E	15.09
L2	S78°30'07"E	24.32
L3	S29°47'17"W	29.39
L4	S18°15'17"W	29.47
L5	S29°45'17"E	39.17
L6	S4°16'46"W	32.77
L7	N4°16'46"E	63.10
L8	S4°16'46"W	32.77
L9	S61°01'20"E	26.19
L10	N19°41'54"E	20.13
L11	N36°22'43"E	21.44
L12	S76°20'46"E	25.54
L13	N37°06'56"E	5.21
L14	S31°03'28"E	30.41

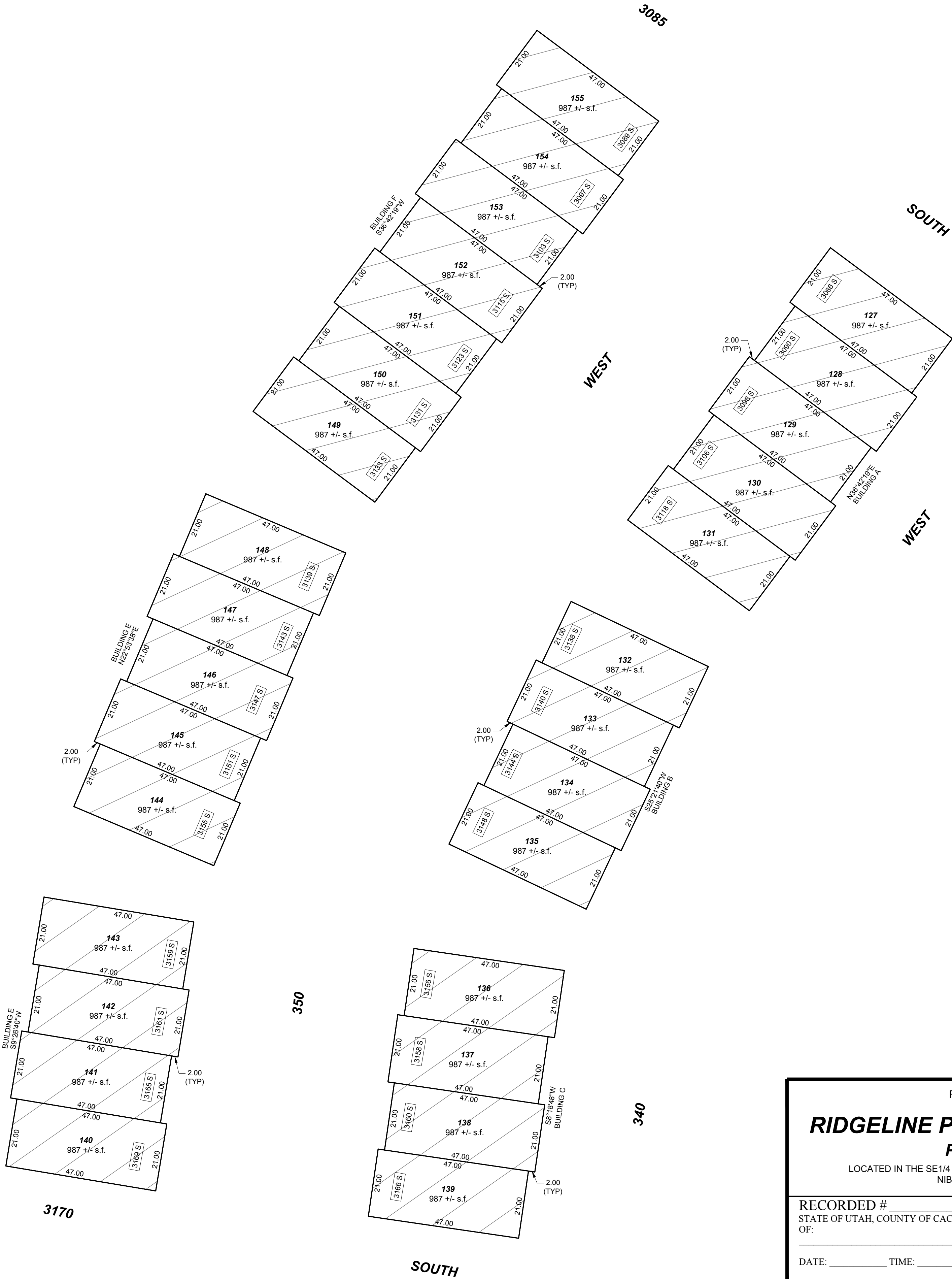
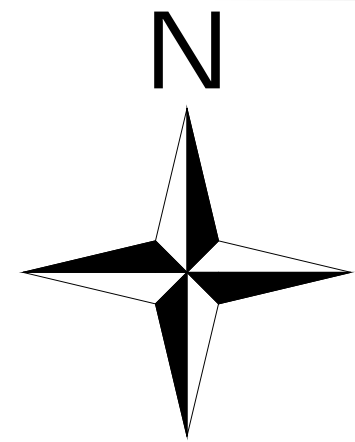
LOT AREA TABLE	
LOT #	AREA
C1	35671.29 +/- s.f. 0.82 +/- ACRES
C2	35099.91 +/- s.f. 0.81 +/- ACRES
101	8383.10 +/- s.f. 0.19 +/- ACRES
102	6685.56 +/- s.f. 0.15 +/- ACRES
103	8669.63 +/- s.f. 0.20 +/- ACRES
104	11396.51 +/- s.f. 0.26 +/- ACRES
105	8251.12 +/- s.f. 0.19 +/- ACRES
106	6367.81 +/- s.f. 0.15 +/- ACRES
107	5519.80 +/- s.f. 0.13 +/- ACRES
108	5000.00 +/- s.f. 0.11 +/- ACRES
109	5000.00 +/- s.f. 0.11 +/- ACRES
110	6478.54 +/- s.f. 0.15 +/- ACRES
111	6478.54 +/- s.f. 0.15 +/- ACRES
112	6000.00 +/- s.f. 0.14 +/- ACRES
113	6044.61 +/- s.f. 0.14 +/- ACRES
114	6055.78 +/- s.f. 0.14 +/- ACRES
115	6000.00 +/- s.f. 0.14 +/- ACRES
116	6478.54 +/- s.f. 0.15 +/- ACRES
117	6478.54 +/- s.f. 0.15 +/- ACRES
118	5000.00 +/- s.f. 0.11 +/- ACRES
119	6400.18 +/- s.f. 0.15 +/- ACRES

LOT AREA TABLE	
LOT #	AREA
120	8714.56 +/- s.f. 0.20 +/- ACRES
121	8381.68 +/- s.f. 0.19 +/- ACRES
122	8557.71 +/- s.f. 0.20 +/- ACRES
123	6547.22 +/- s.f. 0.15 +/- ACRES
124	6805.61 +/- s.f. 0.16 +/- ACRES
125	5774.47 +/- s.f. 0.13 +/- ACRES
126	5753.01 +/- s.f. 0.13 +/- ACRES
127	987.00 +/- s.f. 0.02 +/- ACRES
128	987.00 +/- s.f. 0.02 +/- ACRES
129	987.00 +/- s.f. 0.02 +/- ACRES
130	987.00 +/- s.f. 0.02 +/- ACRES
131	987.00 +/- s.f. 0.02 +/- ACRES
132	987.00 +/- s.f. 0.02 +/- ACRES
133	987.00 +/- s.f. 0.02 +/- ACRES
134	987.00 +/- s.f. 0.02 +/- ACRES
135	987.00 +/- s.f. 0.02 +/- ACRES
136	987.00 +/- s.f. 0.02 +/- ACRES
137	987.00 +/- s.f. 0.02 +/- ACRES
138	987.00 +/- s.f. 0.02 +/- ACRES
139	987.00 +/- s.f. 0.02 +/- ACRES
140	987.00 +/- s.f. 0.02 +/- ACRES

LOT AREA TABLE	
LOT #	AREA
141	987.00 +/- s.f. 0.02 +/- ACRES
142	987.00 +/- s.f. 0.02 +/- ACRES
143	987.00 +/- s.f. 0.02 +/- ACRES
144	987.00 +/- s.f. 0.02 +/- ACRES
145	987.00 +/- s.f. 0.02 +/- ACRES
146	987.00 +/- s.f. 0.02 +/- ACRES
147	987.00 +/- s.f. 0.02 +/- ACRES
148	987.00 +/- s.f. 0.02 +/- ACRES
149	987.00 +/- s.f. 0.02 +/- ACRES
150	987.00 +/- s.f. 0.02 +/- ACRES
151	987.00 +/- s.f. 0.02 +/- ACRES
152	987.00 +/- s.f. 0.02 +/- ACRES
153	987.00 +/- s.f. 0.02 +/- ACRES
154	987.00 +/- s.f. 0.02 +/- ACRES
155	987.00 +/- s.f. 0.02 +/- ACRES
PARCEL A	9640.10 +/- s.f. 0.22 +/- ACRES
PARCEL B	20672.74 +/- s.f. 0.47 +/- ACRES
PARCEL C	50054.15 +/- s.f. 1.15 +/- ACRES
PARCEL D	10127.21 +/- s.f. 0.23 +/- ACRES

FINAL PLAT
OF
RIDGELINE PARK SUBDIVISION

PHASE 1
LOCATED IN THE SE1/4 OF SECTION 21,T11N, R1E, S.L.B.&M.
NIBLEY CITY, UTAH



LEGEND	
1234 N	LOT ADDRESS
	PRIVATE OWNERSHIP
	COMMON AREA (EXCLUDES RESIDENTIAL LOTS 101-126 & COMMERCIAL LOTS C1-C2)

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net

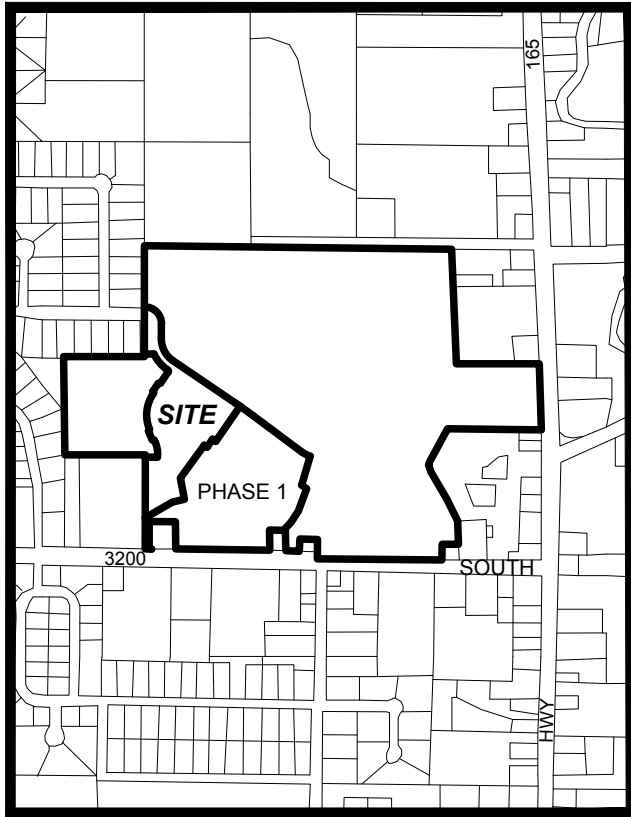


FINAL PLAT
OF
RIDGELINE PARK SUBDIVISION
PHASE 1
LOCATED IN THE SE1/4 OF SECTION 21,T11N, R1E, S.L.B.&M.
NIBLEY CITY, UTAH

RECORDED #
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST
OF:

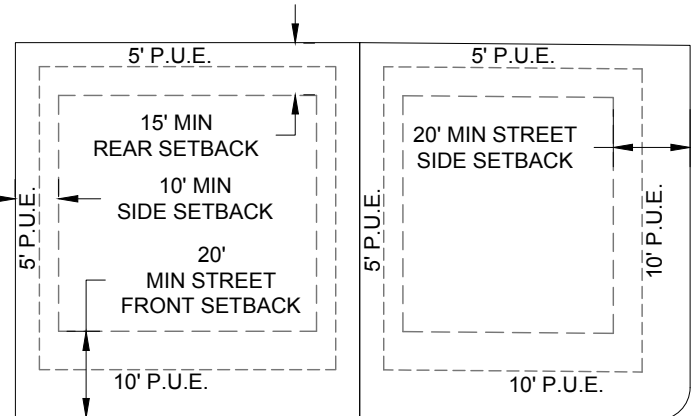
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

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FEE: _____ CACHE COUNTY RECORDER



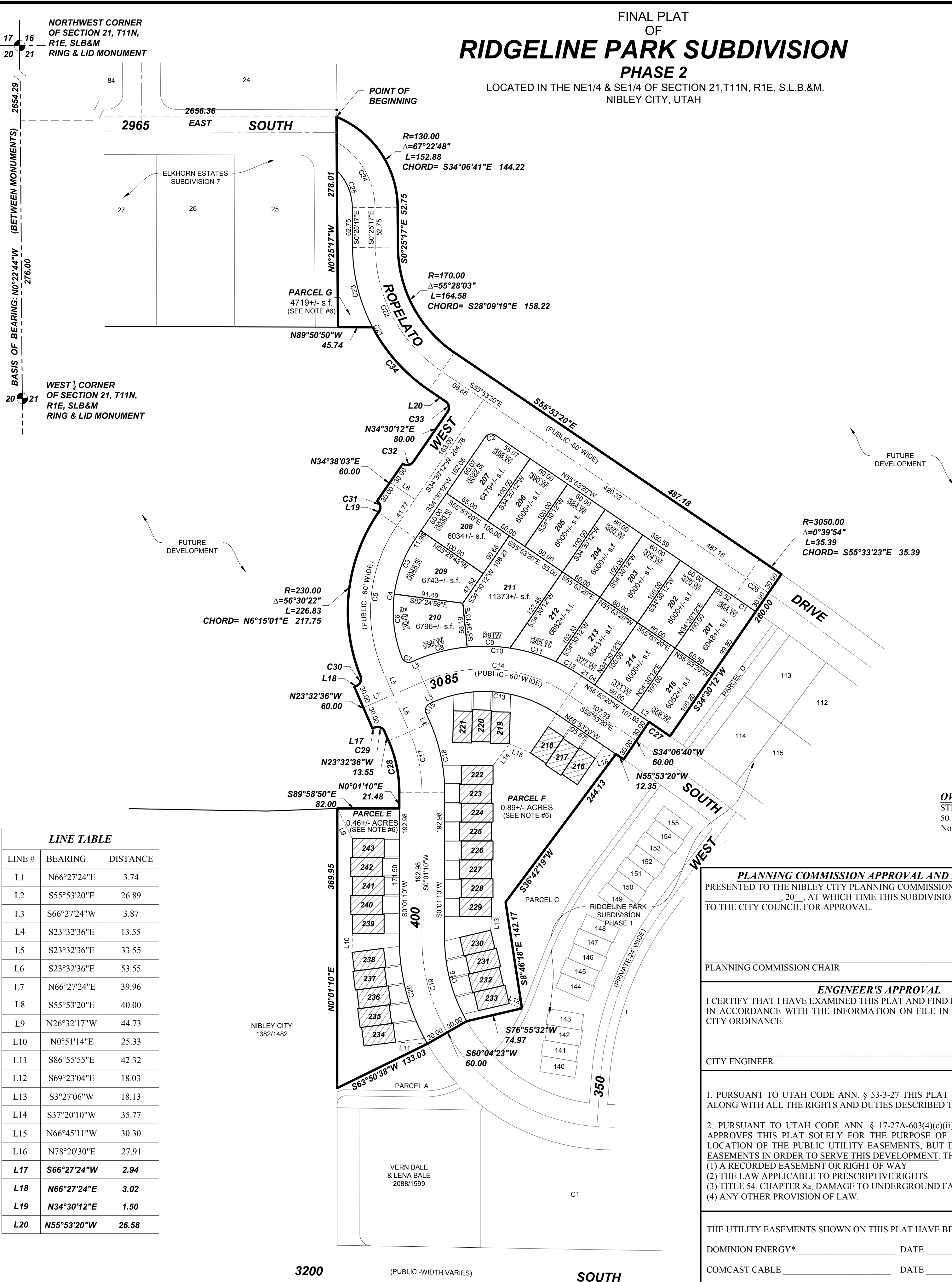
VICINITY MAP
NTS

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD
C1	2990.00	0°40'13"	34.98	N55°33'13"W 34.98
C2	10.00	89°36'28"	15.64	S79°18'26"W 14.09
C3	170.00	26°55'12"	79.87	S21°02'37"W 79.14
C4	170.00	55°44'08"	165.37	S6°38'08"W 158.93
C5	200.00	58°02'49"	202.62	S5°28'48"W 194.07
C6	170.00	28°48'56"	85.50	S6°49'27"E 84.60
C7	10.00	92°18'41"	16.11	S67°23'16"E 14.42
C8	230.00	17°58'23"	72.15	N75°26'35"E 71.85
C9	230.00	14°09'19"	56.82	S88°29'34"E 56.68
C10	230.00	57°39'16"	231.44	S84°42'58"E 221.80
C11	230.00	15°46'07"	63.30	S73°31'51"E 63.10
C12	230.00	9°45'27"	39.17	S60°46'04"E 39.12
C13	170.00	57°39'16"	171.06	N84°42'58"W 163.94
C14	200.00	57°39'16"	201.25	S84°42'58"E 192.87
C15	10.00	90°00'00"	15.71	S21°27'24"W 14.14
C16	230.00	23°33'46"	94.59	S11°45'43"E 93.92
C17	200.00	23°33'46"	82.25	S11°45'43"E 81.67
C18	220.00	29°56'47"	114.99	S14°57'14"E 113.68
C19	250.00	29°56'47"	130.67	S14°57'14"E 129.18
C20	280.00	29°56'47"	146.35	S14°57'14"E 144.69
C21	230.00	55°28'03"	222.66	S28°09'19"E 214.07
C22	200.00	55°28'03"	193.62	N28°09'19"W 186.15
C23	230.00	27°21'48"	109.84	S14°06'11"E 108.80
C24	100.00	60°00'00"	104.72	N30°25'17"W 100.00
C25	70.00	44°24'55"	54.26	S22°37'45"E 52.92
C26	3020.00	0°40'03"	35.19	N55°33'18"W 35.19
C27	2790.00	0°41'25"	33.61	N55°32'38"W 33.61
C28	170.00	23°33'46"	69.91	N11°45'43"W 69.42
C29	10.00	90°00'00"	15.71	N68°32'36"W 14.14
C30	10.00	88°27'39"	15.44	N22°13'34"E 13.95
C31	10.00	90°23'32"	15.78	N10°41'34"W 14.19
C32	10.00	89°36'28"	15.64	N79°18'26"E 14.09
C33	10.00	90°23'32"	15.78	N10°41'34"W 14.19
C34	230.00	31°41'38"	127.23	N40°02'31"W 125.61



SINGLE FAMILY PUE &
SETBACK DETAIL
(TYPICAL SEE DRAWING FOR EXCEPTIONS)
NTS

civilsolutionsgroup inc.
CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
www.civilsolutionsgroup.net



NOTES:

- NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.
- ALL EXPENSES INVOLVING THE NECESSARY IMPROVEMENTS OR EXTENSIONS FOR SANITARY SEWER SYSTEMS, GAS SERVICE, ELECTRICAL SERVICE, GRADING AND LANDSCAPING, STORM DRAIN SYSTEMS, CURBS AND GUTTERS, FIRE HYDRANTS, PAVEMENT, SIDEWALKS, STREET LIGHTING AND SIGNING, AND OTHER IMPROVEMENTS SHALL BE FINANCED BY SUBDIVIDER.
- THIS PROPERTY IS LOCATED IN THE VICINITY OF PROPERTY THAT IS USED FOR AGRICULTURAL PURPOSES. IT MAY BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY OR MAY NOT IN THE FUTURE BE CONDUCTED IN THIS AREA AND THAT SUCH USES ARE PREVIOUSLY EXISTING USES. AGRICULTURAL USES AND SITUATIONS MUST BE SOUND AGRICULTURAL PRACTICES AND NOT BEAR A DIRECT THREAT TO THE PUBLIC HEALTH AND SAFETY.
- AREAS IN NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF A BUILDING PERMIT OR CONSTRUCTION PLANS DOES NOT CONSTITUTE A REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION OR LOCATION WILL SOLVE SUBSURFACE OR GROUNDWATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATION AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING LOT AND SITE. RESPONSIBILITY FOR THESE STATED CONCERNS, AND ALL OTHER SUCH CONCERNS RELATED TO A LOT OR OTHER BUILDING SITE, REMAINS SOLELY WITH THE BUILDING PERMIT APPLICANT, PROPERTY OWNER AND/OR CONTRACTOR. NIBLEY CITY IS NOT RESPONSIBLE FOR ANY SUBSURFACE OR GROUNDWATER PROBLEMS WHICH MAY OCCUR, NOR FOR OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.
- #5 REBAR & CAP TO BE SET AT ALL REAR LOT CORNERS. CURB PINS TO BE SET IN THE TOP OF THE CURB AT THE EXTENSION OF THE SIDE LOT LINES.
- PARCELS E-G ARE NON-BUILDABLE. PARCELS HEREBY DEDICATED TO, AND MAINTAINED BY THE PROJECT HOA. TRAILS LOCATED ON THESE PARCELS SHALL BE ACCESSIBLE TO PUBLIC USE.
- LOTS 201-215 ARE INTENDED FOR SINGLE FAMILY RESIDENCES ONLY.
- THIS AREA IS SUBJECT TO HIGH GROUND WATER LEVELS. BASEMENTS ARE RESTRICTED UNLESS DETERMINED SUITABLE ON AN INDIVIDUAL BASIS BY A PROFESSIONAL ENGINEER.

LEGEND

- 1234 N LOT ADDRESS
- PRIVATE OWNERSHIP
- COMMON AREA (EXCLUDES RESIDENTIAL LOTS 201-215)

OWNER(S)/SUBDIVIDER
STERLING LAND HOLDINGS, LLC
50 East 2500 North
North Logan, Utah 84341

ENGINEER & SURVEYOR
CIVIL SOLUTIONS GROUP, INC.
MICHAEL TAYLOR, PE
DENNIS P. CARLISLE, PLS
540 W GOLF COURSE RD SUITE B1
PROVIDENCE, UTAH 84322
435-213-3762

DATE OF PREPARATION
AUGUST 10, 2020

PLANNING COMMISSION APPROVAL AND ACCEPTANCE PRESENTED TO THE NIBLEY CITY PLANNING COMMISSION THIS _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.	CITY COUNCIL APPROVAL AND ACCEPTANCE PRESENTED TO THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
PLANNING COMMISSION CHAIR _____ DATE _____	NIBLEY CITY MAYOR _____ DATE _____
I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE.	
ENGINEER'S APPROVAL CITY ENGINEER _____ DATE _____	ATTORNEY APPROVAL APPROVED AS TO FORM THIS _____ DAY OF _____, 20____. CITY ATTORNEY _____ DATE _____
ROCKY MOUNTAIN POWER 1. PURSUANT TO UTAH CODE ANN. § 53-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN. 2. PURSUANT TO UTAH CODE ANN. § 17-27A-603(4)(v)(vi) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER: (1) A RECORDED EASEMENT OR RIGHT OF WAY (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS (3) TITLE 54, CHAPTER 8a, DAMAGE TO UNDERGROUND FACILITIES OR (4) ANY OTHER PROVISION OF LAW.	

UTILITY COMPANIES THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN REVIEWED AND ARE APPROVED.	
DOMINION ENERGY* _____ DATE _____	ROCKY MOUNTAIN POWER _____ DATE _____
COMCAST CABLE _____ DATE _____	CENTURYLINK COMMUNICATIONS _____ DATE _____
*QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THIS PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.	

SURVEYOR'S CERTIFICATE
I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S) THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF SAID CODE, AND HAVE ALSO SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DENNIS P. CARLISLE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 172675

BOUNDARY DESCRIPTION
A portion of the NE1/4 & the SE1/4 of Section 21, Township 11 North, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:
Beginning at the southeast corner of Lot 24, Phase 7, ELKHORN ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Cache County Recorder, and as currently monumented and constructed, located N0°22'44"W along the Section line 285.50 feet and East 2,656.35 feet from the West 1/4 Corner of Section 21, T11N, R1E, S.L.B. & M.; thence S89°50'50"E 0.80 feet; thence along the arc of an 80.00 foot radius curve to the right 124.86 feet through a central angle of 89°25'33" (chord: S45°08'03"E 112.57 feet); thence S05°25'17"E 102.25 feet; thence along the arc of a 170.00 foot radius curve to the left 164.58 feet through a central angle of 55°28'03" (chord: S28°09'19"E 158.22 feet); thence S55°53'20"E 487.18 feet; thence along the arc of a 3,050.00 foot radius curve to the right 35.39 feet through a central angle of 0°39'54" (chord: S55°33'23"E 35.39 feet); thence S34°30'12"W 260.00 feet; thence Northwest along the arc of a 2,790.00 foot radius non-tangent curve (radius bears: S34°48'05"W) to the left 33.61 feet through a central angle of 0°41'25" (chord: N55°32'38"W 33.61 feet); thence S34°06'40"W 60.00 feet; thence N55°53'20"W 12.35 feet; thence S36°42'19"W 244.13 feet; thence S8°46'18"E 142.17 feet; thence S76°55'32"W 74.97 feet; thence S60°04'23"W 60.00 feet; thence S63°50'38"W 133.03 feet; thence N0°01'10"E (deed: N0°02'17"E) along a fence line and extension thereof 369.95 feet; thence S89°58'50"E 82.00 feet; thence N0°01'10"E 21.48 feet; thence along the arc of a 170.00 foot radius curve to the left 69.91 feet through a central angle of 23°33'46" (chord: N11°45'43"W 69.42 feet); thence N23°32'36"W 13.55 feet; thence along the arc of a 10.00 foot radius curve to the left 15.71 feet through a central angle of 90°00'00" (chord: N68°32'36"W 14.14 feet); thence S66°27'24"W 2.94 feet; thence N23°32'36"W 60.00 feet; thence N66°27'24"E 3.02 feet; thence along the arc of a 10.00 foot radius curve to the left 15.44 feet through a central angle of 88°27'39" (chord: N22°13'34"E 13.95 feet) to a point of reverse curvature; thence along the arc of a 230.00 foot radius curve to the right 226.83 feet through a central angle of 56°30'22" (chord: N6°15'01"E 217.75 feet); thence N34°30'12"E 1.50 feet; thence along the arc of a 10.00 foot radius curve to the left 15.78 feet through a central angle of 90°23'32" (chord: N10°41'34"W 14.19 feet); thence N34°38'03"E 60.00 feet; thence Northeast along the arc of a 10.00 foot radius non-tangent curve (radius bears: N34°06'40"E) to the left 15.64 feet through a central angle of 89°36'28" (chord: N79°18'26"E 14.09 feet); thence N34°30'12"E 80.00 feet; thence along the arc of a 10.00 foot radius curve to the left 15.78 feet through a central angle of 90°23'32" (chord: N10°41'34"W 14.19 feet); thence N55°53'20"W 26.59 feet; thence along the arc of a 230.00 foot radius curve to the right 112.82 feet through a central angle of 28°06'16" (chord: N41°50'12"W 111.69 feet); thence N89°50'50"W 45.73 feet to a southeast corner of said ELKHORN ESTATES Subdivision Phase 7; thence N0°25'17"W (plat: N0°28'47"W) along said Subdivision 287.51 feet to the point of beginning.

Contains: 7.31 +/- acres

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS AND STREETS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOW AS:

**RIDGELINE PARK SUBDIVISION
PHASE 2**
AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

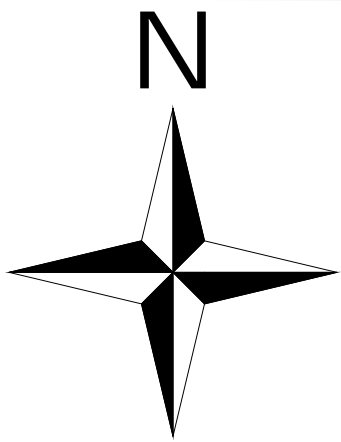
_____(SIGNATURE)
STERLING LAND HOLDINGS, LLC
BY: _____ (PRINTED NAME)
ITS: _____

CORPORATE ACKNOWLEDGMENT
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORE/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF STERLING LAND HOLDINGS, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID LIMITED LIABILITY CORPORATION ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC (SIGNATURE)
RESIDING IN _____ COUNTY
MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

FINAL PLAT OF
**RIDGELINE PARK SUBDIVISION
PHASE 2**
LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21, T11N, R1E, S.L.B. & M.
NIBLEY CITY, UTAH
RECORDED #
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF:
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
\$
FEE: _____ CACHE COUNTY RECORDER

FINAL PLAT
OF
RIDGELINE PARK SUBDIVISION
PHASE 2
LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21,T11N, R1E, S.L.B.&M.
NIBLEY CITY, UTAH



LOT AREA TABLE	
LOT #	AREA
PARCEL E	20218.99+/- s.f. 0.46+/- ACRES
PARCEL F	38633.63+/- s.f. 0.89+/- ACRES
PARCEL G	4718.86+/- s.f. 0.11+/- ACRES
201	6047.76+/- s.f. 0.14+/- ACRES
202	6000.14+/- s.f. 0.14+/- ACRES
203	6000.14+/- s.f. 0.14+/- ACRES
204	6000.14+/- s.f. 0.14+/- ACRES
205	6000.14+/- s.f. 0.14+/- ACRES
206	6000.14+/- s.f. 0.14+/- ACRES
207	6479.03+/- s.f. 0.15+/- ACRES
208	6034.24+/- s.f. 0.14+/- ACRES
209	6742.97+/- s.f. 0.15+/- ACRES
210	6796.11+/- s.f. 0.16+/- ACRES
211	11373.37+/- s.f. 0.26+/- ACRES
212	6681.94+/- s.f. 0.15+/- ACRES
213	6043.21+/- s.f. 0.14+/- ACRES
214	6000.14+/- s.f. 0.14+/- ACRES
215	6052.41+/- s.f. 0.14+/- ACRES
216	1050.00+/- s.f. 0.02+/- ACRES
217	1050.00+/- s.f. 0.02+/- ACRES
218	1050.00+/- s.f. 0.02+/- ACRES
219	1050.00+/- s.f. 0.02+/- ACRES

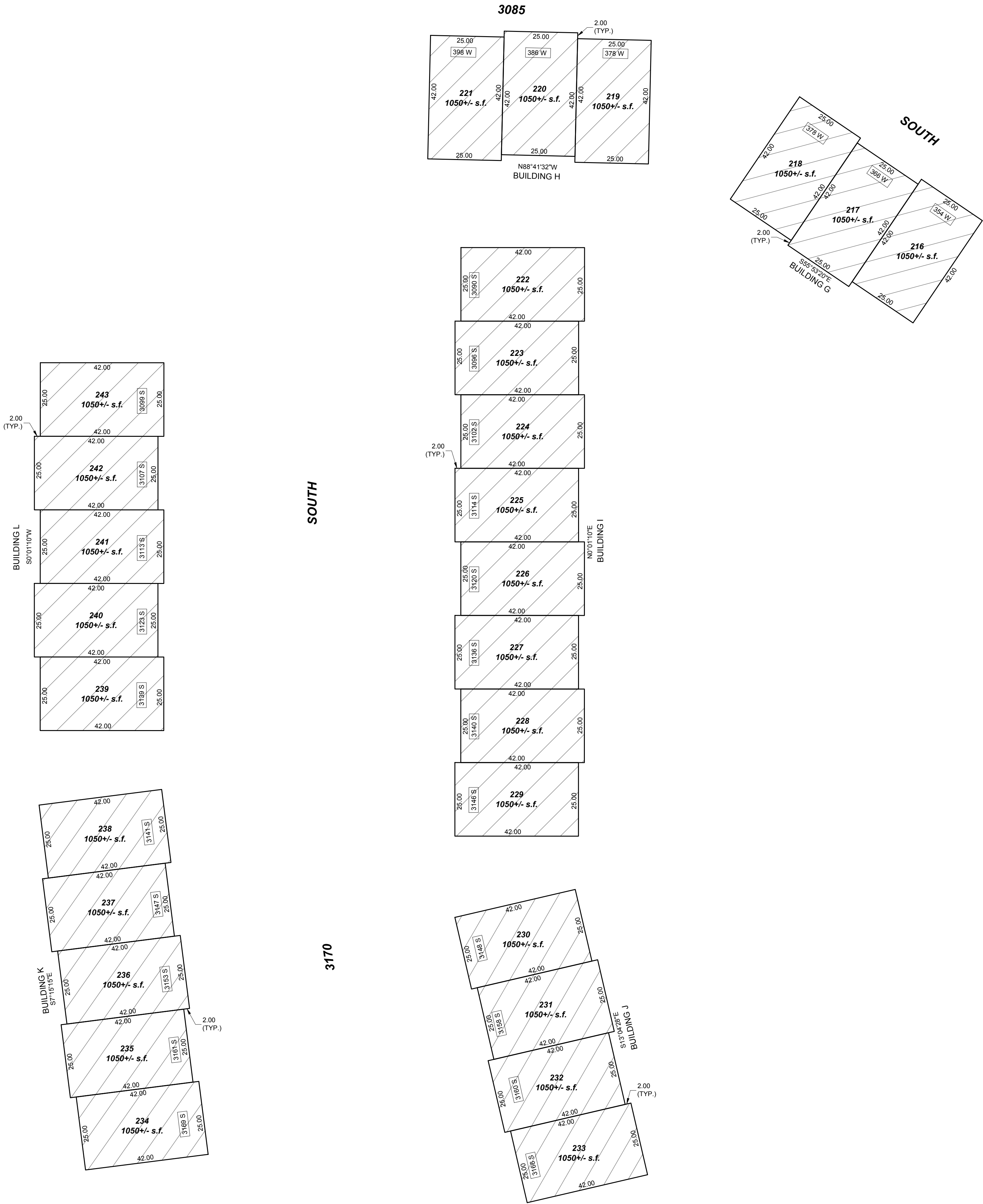
LOT AREA TABLE	
LOT #	AREA
220	1050.00+/- s.f. 0.02+/- ACRES
221	1050.00+/- s.f. 0.02+/- ACRES
222	1050.00+/- s.f. 0.02+/- ACRES
223	1050.00+/- s.f. 0.02+/- ACRES
224	1050.00+/- s.f. 0.02+/- ACRES
225	1050.00+/- s.f. 0.02+/- ACRES
226	1050.00+/- s.f. 0.02+/- ACRES
227	1050.00+/- s.f. 0.02+/- ACRES
230	1050.00+/- s.f. 0.02+/- ACRES
231	1050.00+/- s.f. 0.02+/- ACRES
232	1050.00+/- s.f. 0.02+/- ACRES
233	1050.00+/- s.f. 0.02+/- ACRES
234	1050.00+/- s.f. 0.02+/- ACRES
235	1050.00+/- s.f. 0.02+/- ACRES
237	1050.00+/- s.f. 0.02+/- ACRES
238	1050.00+/- s.f. 0.02+/- ACRES
239	1050.00+/- s.f. 0.02+/- ACRES
240	1050.00+/- s.f. 0.02+/- ACRES
241	1050.00+/- s.f. 0.02+/- ACRES
242	1050.00+/- s.f. 0.02+/- ACRES
243	1050.00+/- s.f. 0.02+/- ACRES

LEGEND

- 1234 N LOT ADDRESS
- PRIVATE OWNERSHIP
- COMMON AREA
(EXCLUDES RESIDENTIAL LOTS 201-215)

civilsolutionsgroup inc.

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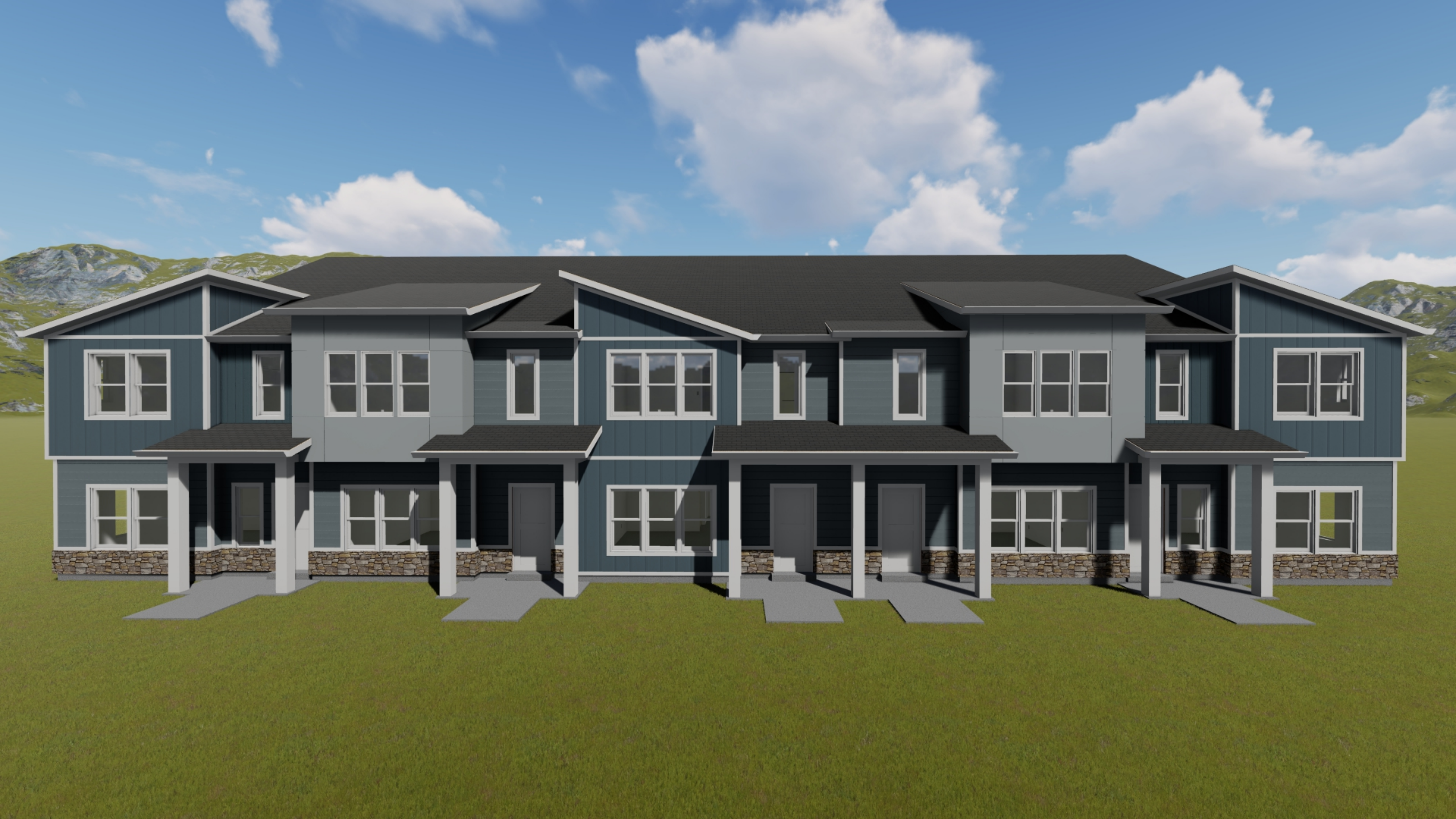
FINAL PLAT
OF
RIDGELINE PARK SUBDIVISION
PHASE 2
LOCATED IN THE NE1/4 & SE1/4 OF SECTION 21,T11N, R1E, S.L.B.&M.
NIBLEY CITY, UTAH

RECORDED #
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST
OF:

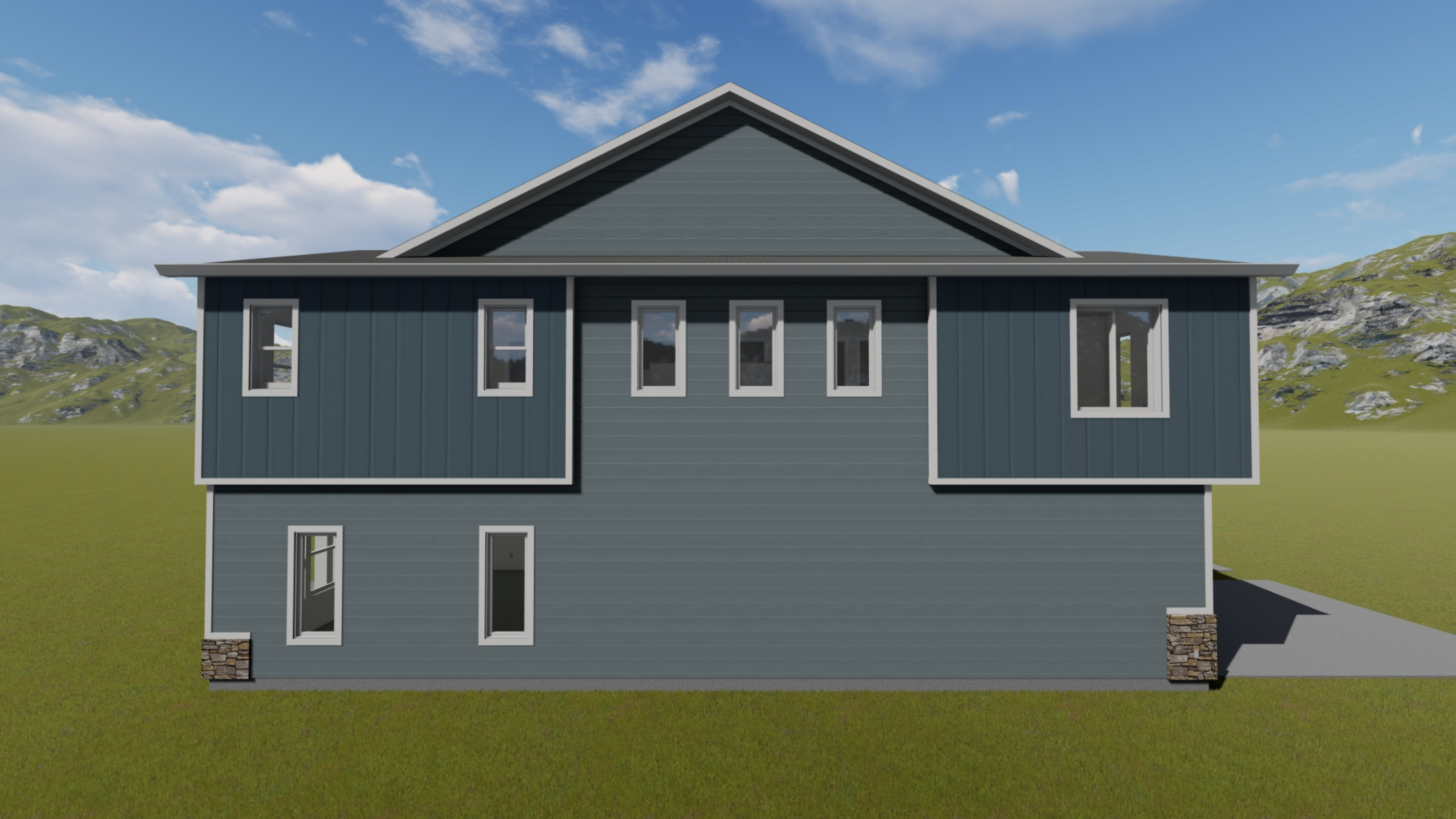
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

\$
FEE: _____ CACHE COUNTY RECORDER





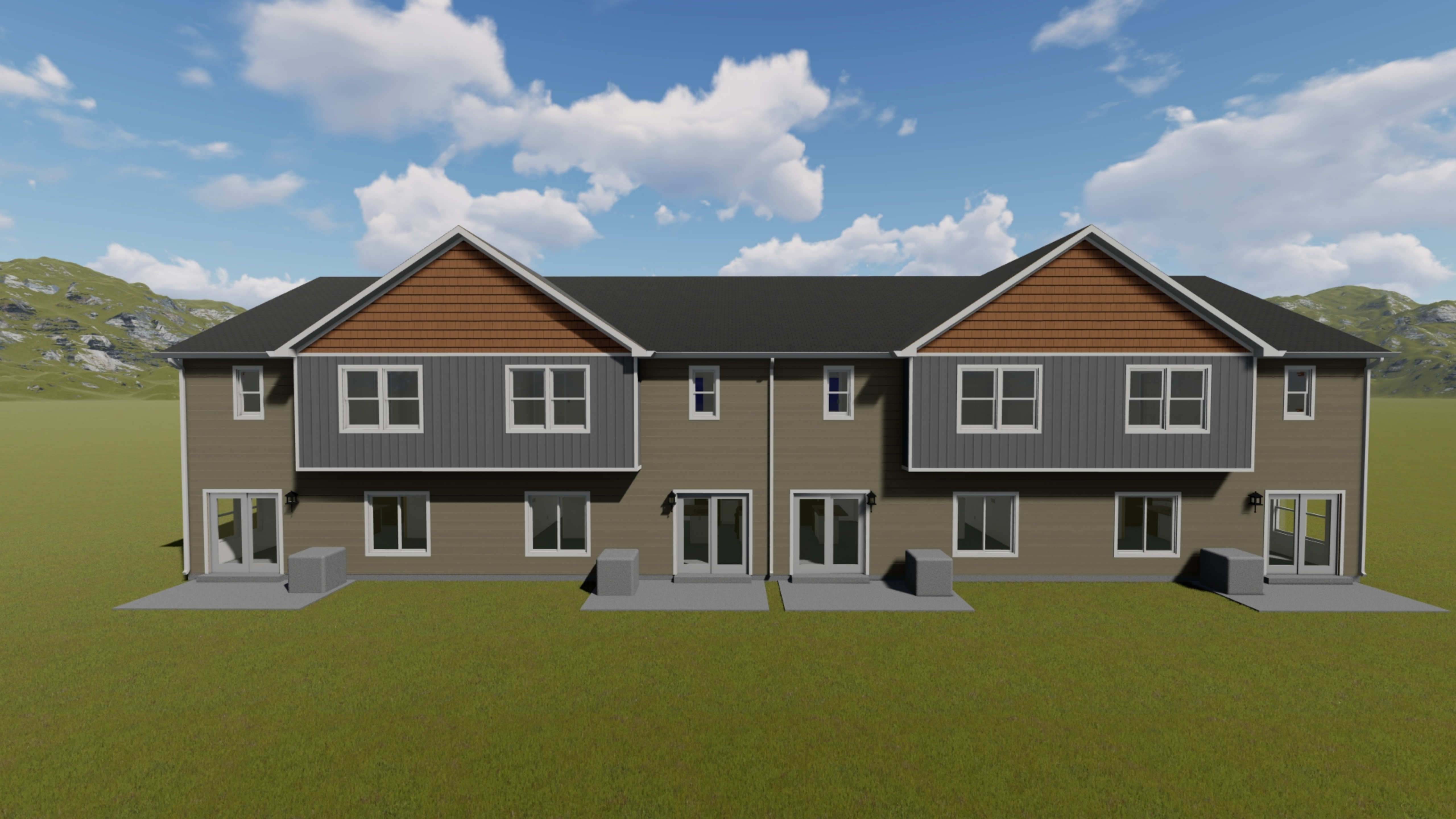




















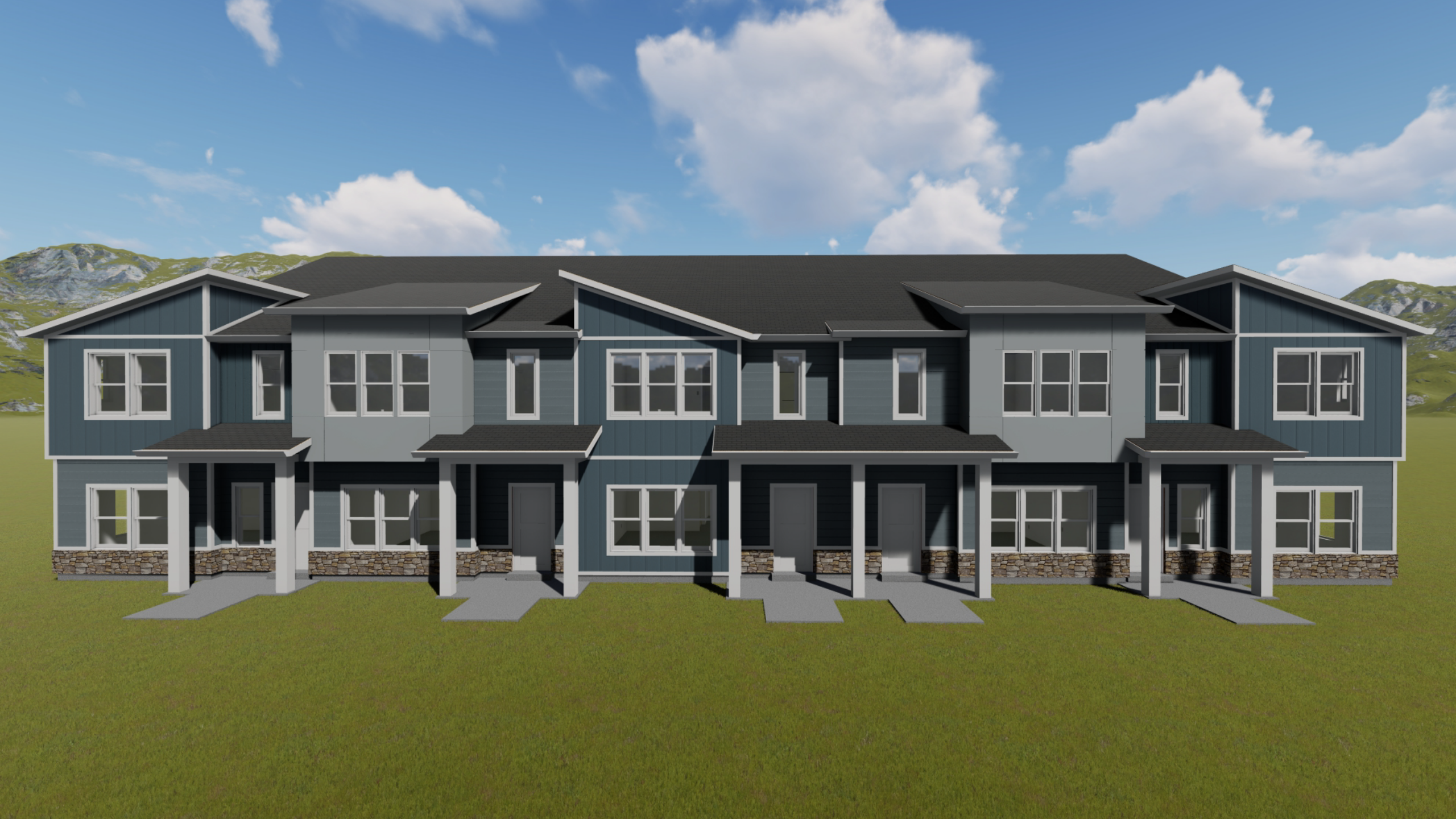


Ridgeline Park Final Plat Revision

- Proposed change to articulation of townhomes.
- Rather than articulation of each unit, proposed to offset the townhomes in sets of 2-3.
- Updated property location error adjacent to Bales' property (phase 1).



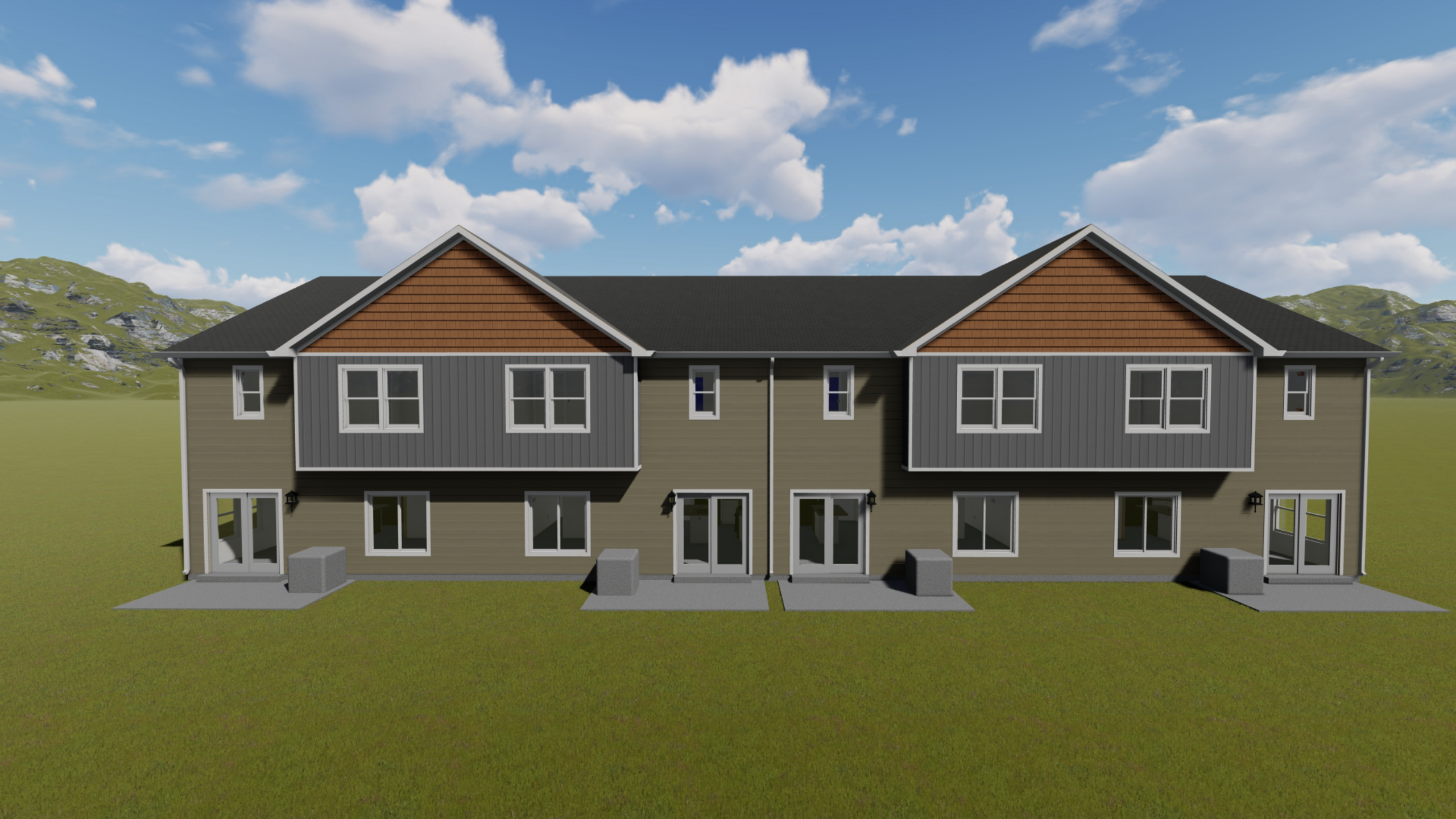












Ridgeline Park Final Plat Revision

Planning Commission Recommendation

Approval of Revision to Ridgeline Park Subdivision - Phase 1 and Phase 2 Final Plat (Applicant: Visionary Homes)

Agenda Item #10

Description	Discussion & Consideration – Resolution 21-05: Transportation Master Plan Map Amendments (Second Reading)
Department	Public Works-Streets, Planning
Presenter	Levi Roberts, City Planner
Recommendation	Move to approve Resolution 21-05: Transportation Master Plan Map Amendments
Reviewed By	Mayor, Interim City Manager, Public Works Director, City Planner, City Engineer, Planning & Zoning Commission

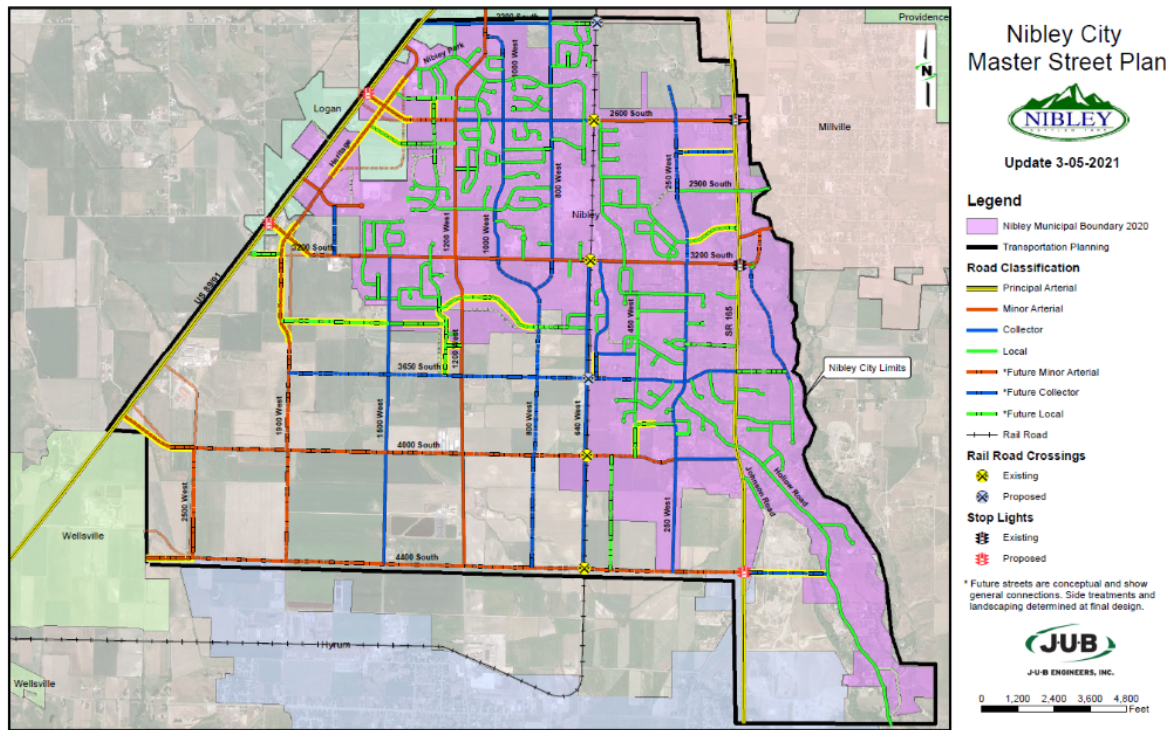
Background:

The Transportation Master Plan was last adopted in January 2019. The overall purpose of this plan is to coordinate future transportation facilities with land use. The Plan includes a Master Streets Plan, which recommends alignments, right of way widths and facility types for future streets. Future streets are improved as development occurs. The Mayor and the City Staff has expressed the need to consider updating some alignments of streets in the plan to improve connectivity and reflect recent development changes. Specific recommendations include:

- **450 West-** extend 450 W from its existing terminus at 3800 S to connect to 4000 S to improve street connectivity and traffic circulation as this area develops. This connection was previously taken out, as the area south of the existing 450 W may have a permanent conservation easement. However, this has not occurred and it is advised to include this connection for the time that this area may develop.
- **Meadowview Lane-** extend Meadowview Ln to connect to the planned 450 W to improve connectivity in this area and provide appropriate emergency access.
- **3200 South-** realign 3200 S to intersect with 2000 W at a signalized intersection with Hwy 89/91 in accordance with the ongoing study for the intersection. This allows for more efficient traffic flow and improves safety.

- **Heritage Drive** – realign Heritage Dr to stay parallel with Hwy 89/91. This provides a more direct connection and more efficient traffic flow. The existing plan includes an alignment that follows the edge of Tri H Farms. This alignment was made at the request of the landowner of Tri H Farms. In exchange, the landowner agreed to annex into Nibley City. However, this has not occurred.
- **2965 South extension** – The existing plan includes a connection from 2965 S in Elkhorn Estates to 2900 South at Main St. Rather than connecting this street to 2900 S, the approved plan for Ridgeline Park is to curve the roadway to the south and connect to Main St at the Maverik Driveway. This alignment avoids impacts to existing wetlands while retaining the connectivity. 2900 S would retain a connection between Main St and 250 W.
- **2750 South-** A connection is recommended at 2750 S between Main St and 250 West to improve accessibility and connectivity as the town center develops.
- **2700 South-** A local connection is recommended between 1200 W and Heritage Dr to improve local connectivity when this area develops.
- **4400 South** – To improve connectivity and safety, an extension of 4400 South to Hollow Rd is recommended. This connection could divert traffic at the existing offset intersection of Hollow Rd and Main St.
- **3410 South** – Given the future land use plans of areas south of 3200 S and west of 1500 W, a local extension of 3410 S between 1500 W and 1900 W is recommended to improve street connectivity in the area.
- **Stonebridge local streets** – The existing Transportation Master Plan includes the local roads approved as part of the Stonebridge subdivision. As phase 3 and 4 of this subdivision has not yet developed, there may be an opportunity to improve the circulation in this area. The through street at Stonebridge Dr is retained to connect to future development to the north, but the remaining cul-de-sacs are recommended to be excluded from the plan. This would not prevent Stonebridge from developing as originally approved but allows for more flexibility in the street design.
- **Ridgeline Park and Nibley Farms local streets.** The streets approved as part of the approved final plat for these subdivisions are included to reflect the planned streets for each neighborhood.

The Map below highlights the proposed changes.



Update from 3-11-2021

During the February 25 City Council meeting, the following considerations were discussed:

- There was a recommendation to add a local street which connects 3600 South to the planned 3650 South at approximately 600 West, at the southern edge of the Mt Vista Subdivision. This change has been added to the proposed map
- The Council discussed the potential of leaving a local connection between 1200 West and 1350 West at approximately 3400 South through the existing Recycle Site. Staff previously recommended removing this street as it bisects a planned park. However, there is limited connectivity in the vicinity and this roadway would improve connectivity. If a planned road is approved here, Staff recommends aligning it with the road that enters the planned Nibley Meadows Subdivision at the planned City Park.
- There was a concern expressed about removing a connection between 2965 S and 2900 S, as this was included in the previous transportation plan. The reason that this was not included is that the connection between Hwy 165 and 2965 S was approved as part of the Ridgeline Park R-PUD to curve south and connect across from the Maverik driveway at Hwy 165.

Planning Commission Recommendation

Approve Resolution 21-05 Transportation Master Plan Map Amendments, adopting the proposed amended map.

Recommended Finding

- The recommended changes to the Transportation Master Plan will help ensure a more efficient, connected transportation system as development occurs.

RESOLUTION 21-05

TRANSPORTATION MASTER PLAN MAP AMENDMENTS

WHEREAS, Utah law allows municipalities to create and plan for local infrastructure and transportation needs; and

WHEREAS, Nibley City has established a transportation system and network for its residents and other traffic to travel through the City; and

WHEREAS, Nibley City wishes to update the Transportation Master Plan Map or Master Streets Plan to plan for future growth and traffic patterns within Nibley City; and

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

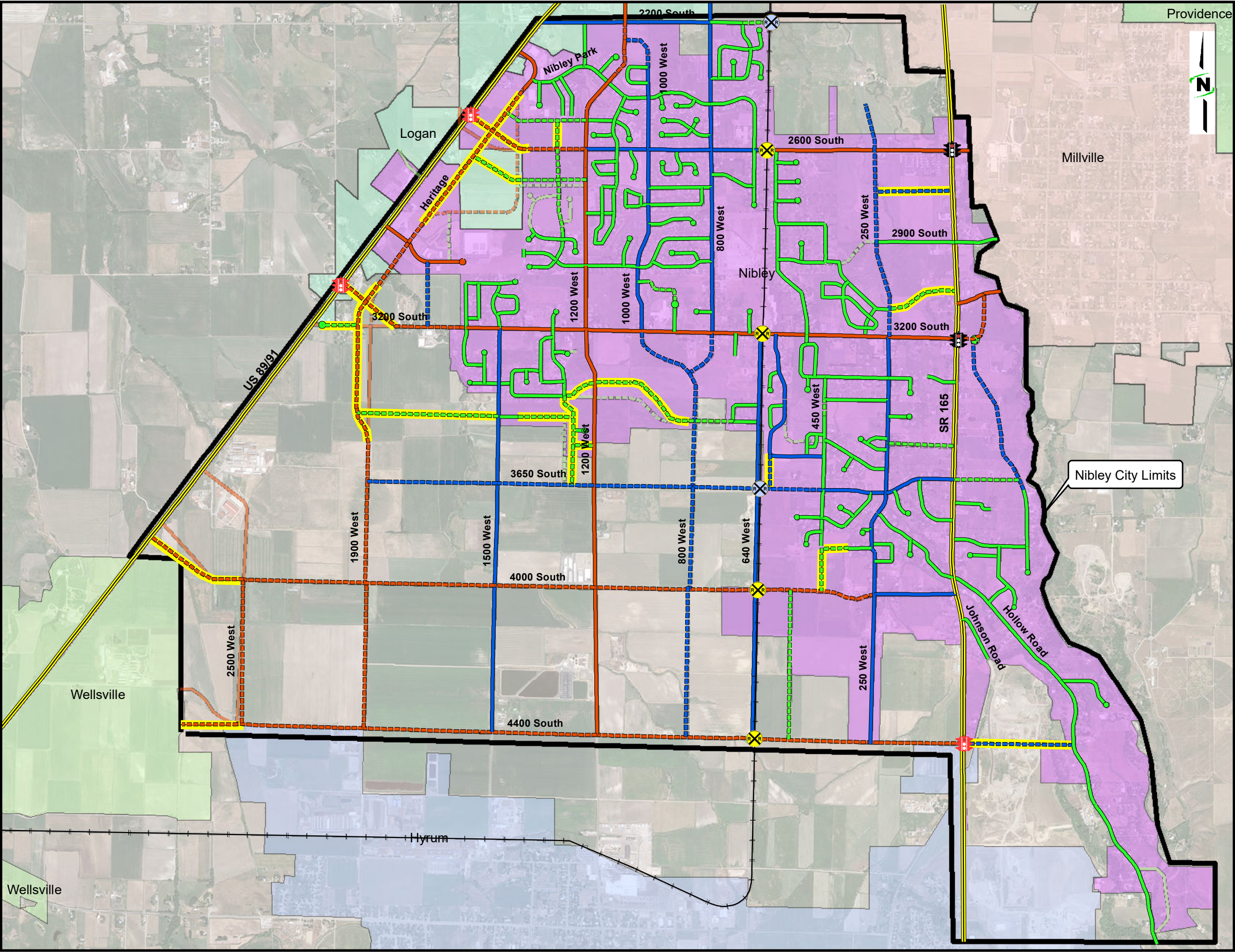
1. That the attached Transportation Master Plan Map is adopted by the Nibley City Council.
2. This map shall replace the previously adopted Transportation Master Plan Map.

Dated this ____ day of _____ 2021

Shaun Dustin, Mayor

ATTEST

David Zook, City Recorder



Nibley City Master Street Plan



Update 3-05-2021

Legend

- Nibley Municipal Boundary 2020
- Transportation Planning
- Road Classification**
 - Principal Arterial
 - Minor Arterial
 - Collector
 - Local
 - *Future Minor Arterial
 - *Future Collector
 - *Future Local
 - Rail Road

Rail Road Crossings

- Existing
- Proposed

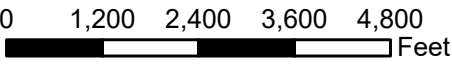
Stop Lights

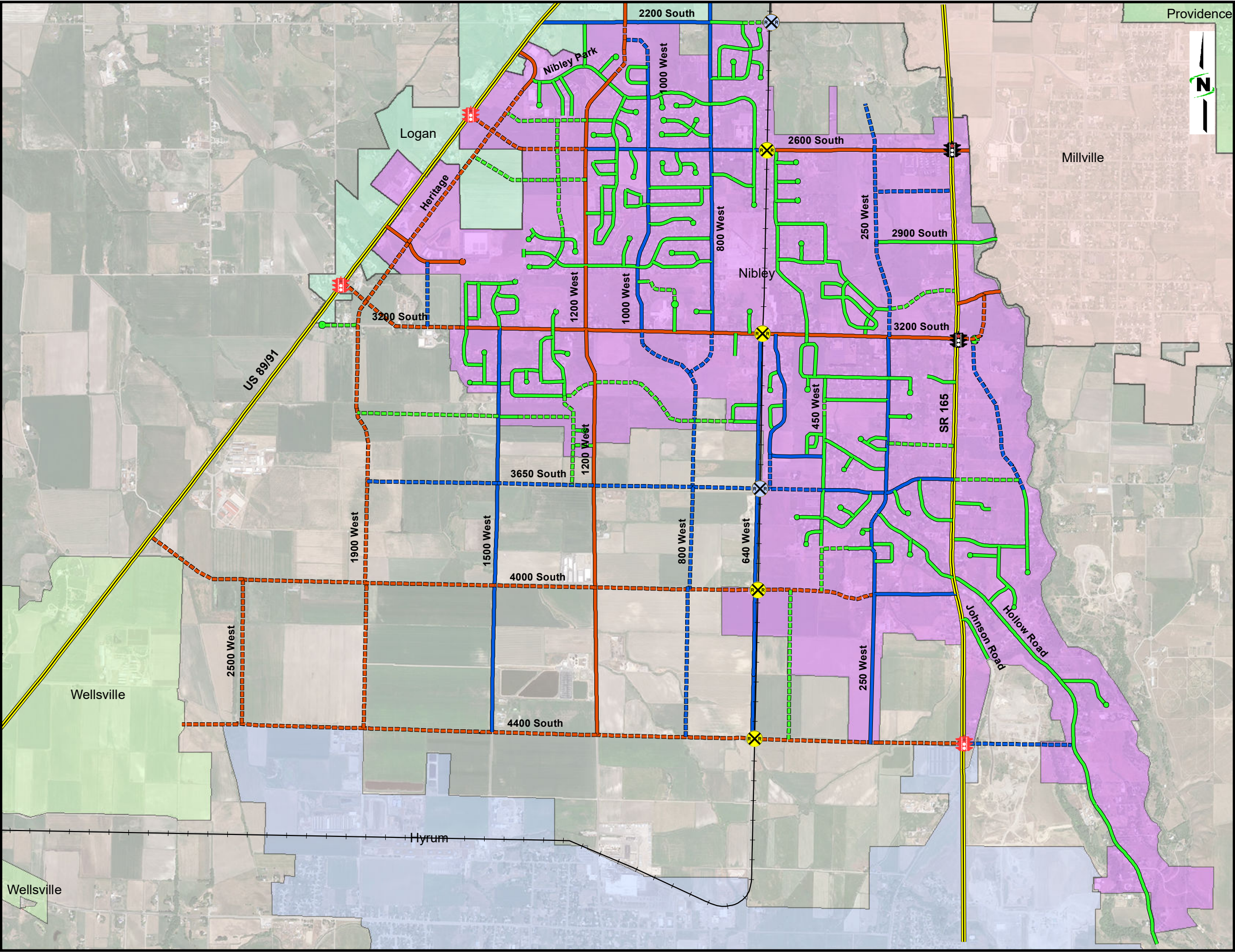
- Existing
- Proposed

* Future streets are conceptual and show general connections. Side treatments and landscaping determined at final design.



J-U-B ENGINEERS, INC.





Nibley City Master Street Plan



Update 3-25-2021

Legend

Nibley Municipal Boundary 2020

Road Classification

- Principal Arterial
- Minor Arterial
- Collector
- Local
- *Future Minor Arterial
- *Future Collector
- *Future Local
- Rail Road

Rail Road Crossings

- Existing
- Proposed

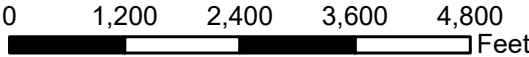
Stop Lights

- Existing
- Proposed

* Future streets are conceptual and show general connections. Side treatments and landscaping determined at final design.



J-U-B ENGINEERS, INC.



Agenda Item #11

Description	Discussion & Consideration – Resolution 21-08: Consolidated Fee Schedule (Updated Community Room Cleaning Fee) (First Reading)
Presenter	Justin Maughan, Interim City Manager
Recommendation	Move to approve Resolution 21-08: Consolidated Fee Schedule (Updated Community Center Fee); for first Reading
Reviewed By	Interim City Manager, City Treasurer

Background:

Over the past several months staff has had multiple requests for reservations at the community center. Reservations have been on hold as the city was abiding by Center for Disease Control (CDC) guidelines, however it looks as though in the near future we are going to be able to start reserving the building again.

Upon doing that the city is going to incur additional costs in cleaning and sanitization of the building and the materials used while it is being rented. Staff is proposing that rental cost stays at the current rate but that we add an additional sanitization fee.

When each renter picks up their key to the building, they leave a \$150 deposit. Staff is proposing that we keep \$50 of that deposit to meet the cleaning guidelines.

RESOLUTION 21-08

A RESOLUTION UPDATING NIBLEY CITY'S CONSOLIDATED FEE SCHEDULE (UPDATED COMMUNITY CENTER FEE)

WHEREAS, State Law and the City Code empower the Nibley City Council to set rates and charge fees for services provided by the City;

WHEREAS, the City has historically set rates and fees for services through various resolutions from time to time as needed;

WHEREAS, the City Council finds that it is in the best interest of the City and its residents to update the consolidated schedule of all existing rates and fees and to review and update the schedule as needed;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE NIBLEY CITY COUNCIL THAT:

1. \$50 of each \$150 cleaning deposit for each Community Center rental will be retained by Nibley City to facilitate CDC cleaning and sanitation regulations.
2. The Consolidated Fee Schedule attached hereto as Exhibit A and the rates, fees, and charges set forth therein are hereby enacted and adopted.
3. This Resolution does not repeal, abrogate, annul, or impair in any way the existing resolutions or ordinances of the City except to modify the rates, fees, and charges reflected in the Consolidated Fee Schedule. All rates, fees, or charges not listed in the Consolidated Fee Schedule which are contained in or promulgated pursuant to any current resolution or ordinance shall remain in full force and effect, unless and until duly modified. All resolutions or ordinances which set forth rates, fees, or charges which are contained in the Consolidated Fee Schedule are hereby superseded by the Consolidated Fee Schedule.
4. This Resolution shall become effective immediately upon passage.

ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2021.

Shaun Dustin, Mayor

ATTEST:

Cheryl Bodily, Deputy City Recorder

Utility Service Fees	
Item	Rate
Water	
Base Rate	
1" Water Service	\$ 15.50
2" Water Service	\$ 35.00
3" Water Service	\$ 65.00
4" Water Service	\$ 90.00
5" Water Service	\$ 95.00
6" Water Service	\$ 105.00
Rate per 1,000 gallons	
0-5,000 Gallons	Included in base rate
5,001 - 40,000	\$ 1.05
40,001 - 65,000	\$ 1.10
65,001 - 100,000	\$ 1.15
100,001 +	\$ 1.35
Townhouse Meters	
Water Reconnect/Disconnect Fee	\$ 50.00
Extra Territorial Rate	2 X base & usage
Water Stock/Right Contribution Waiver	\$ 2500.00 Per Acre-Foot Required
Sewer	
Residential Rate	\$ 52.00
Commercial #1 (0 - 7,000 Gal)	\$ 52.00
Commercial #2 (7,001 - 15,000 Gal)	\$ 104.00
Commercial #3 (15,001 - 25,000 Gal)	\$ 156.00
Commercial #4 (25,001 - 50,000 Gal)	\$ 208.00
Commercial #5 (50,000 Gal & Up)	Manual Calculation
Pretreatment	Pass through from Logan City
Stormwater	
Residential	\$ 7.75
Commercial	(Sq. ft. of impervious surface/3,000) x Residential Rate
Utility Billing Penalties	
Late Fee	\$ 5.00
Late Fee Penalty (Calculated from past due balance)	0.0175
Insufficient Funds Fee	\$ 30.00
Non-Payment Disconnect/Reconnect Fee	\$ 50.00
Door Hanger Fee	\$ 25.00

Business Licenses & Fees

Item	Rate
Business License Application Fee	\$ 30.00
Home Business License Annual Fee (Jan-Dec)	\$ 30.00
Commercial & Industrial Business License Initial Fee (Jan-Dec)	\$ 250.00
Commercial & Industrial Business License Renewal Fee (Jan-Dec)	\$ 150.00
Temporary Vendor/Solicitors Business License (6 Months)	\$ 30.00
Class B Retail License (Jan-Dec)	\$ 250.00
Late Fee (March 1st)	\$ 10.00
Fire Marshall Inspection	As charged by Cache County

Building Permits & Impact Fees

Impact Fees

Item	Rate
Sewer Impact Fee 1" Service	\$ 1,725.00
Sewer Impact Fee 1.5" Service	\$ 3,450.00
Sewer Impact Fee 2" Service	\$ 5,520.00
Sewer Impact Fee 3" Service	\$ 10,349.00
Sewer Impact Fee 4" Service	\$ 20,698.00
Water Impact Fee 1" Service	\$ 1,950.00
Water Impact Fee 1.5" Service	\$ 3,900.00
Water Impact Fee 2" Service	\$ 6,241.00
Water Impact Fee 3" Service	\$ 11,701.00
Water Impact Fee 4" Service	\$ 23,403.00
Park Impact Fee	\$ 4,500.00
Street Impact Fee Apartment	\$ 324.00
Street Impact Fee Condominium/Townhouse	\$ 286.00
Street Impact Fee Church	\$ 445.00
Street Impact Fee Education	\$ 618.00
Street Impact Fee food Service/Fast Food	\$ 4,363.00
Street Impact Fee Gas Station Convenient Fee	\$ 7,950.00
Street Impact Fee Hotel	\$ 436.00
Street Impact Fee Light Industrial	\$ 341.00
Street Impact Fee Office	\$ 1,107.00
Street Impact Fee Retail	\$ 2,803.00
Street Impact Fee Residential Home	\$ 467.00
Street Impact Fee Warehousing	\$ 242 per 1,000 sq. feet

Building Permit Fees

Building Permit	Based on a formula
Plan Check Fee	Based on a formula
Water Connection Fee	\$ 700.00
Stormwater Inspection Fee Residential	\$ 150 Per Year

Development Fees

Water Meter 1"	\$ 700.00
Water Meter 2"	\$ 2,200.00
Water Meter 3"	\$ 2,994.00
Water Meter 4"	\$ 3,942.00
Water Meter 2" - 4 Townhomes	\$ 550.00
Water Meter 2" - 6 Townhomes	\$ 366.00
Water Meter Lid	\$ 50.00
Water Meter Ring or Collar	\$ 50.00
Water Meter Adjustment (Raise or Lower)	\$ 75.00
Road Cut Fee	\$ 3,000 (1/2 is refundable)
Street Sign	\$ 300.00
Sewer Valve Collar	\$ 450.00
Water Valve Collar	\$ 350.00
Stormwater Development Inspection Fee	\$ 500 Per Year

Stormwater for Regional Ponds	\$3,000 Per Lot
P & Z Misc. Applications (Example: building permits, rezone, concept plans, etc.)	\$ 30.00
Annexation Petition Application	\$ 200.00
Asphalt Preservation	.25 per Sq Foot
Miscellaneous Items	
Gas Meter Upgrade Inspection	\$ 25.00
Permanent Power Upgrade Inspection	\$ 25.00

Planning and Building Department Credit Card Convenience Fee	3% of Total Invoice
Logan Wastewater Treatment Impact Fee (Set by ordinance 20-15)	\$ 2,433.00
Logan Wastewater Treatment Impact Fee Collection Fee	\$ 150.00

Dog Licenses & Permits

Item	Rate
Dog Registration January-December Spayed/Neutered	\$ 15.00
Dog Registration January-December Unaltered	\$ 25.00
Dog Registration July-December Spayed/Neutered	\$ 7.50
Dog Registration July-December Unaltered	\$ 12.50
Multi-Dog Permit Fee - Yearly Renewal	\$ 30.00
Multi-Dog License Application Fee	\$ 30.00
Lost Tag	\$ 5.00
Late Fee (After March 1st)	\$ 10.00

Cache Humane Society Impound Service Fees	Please refer to contract
Impound Boarding Dog/Cat	\$ 150.00 Per Animal
Impound Other Domestic Animal Species	\$ 250.00 Per Animal
Cat Trap Neuter Release (TNR)	\$ 79.00 Per Cat
TNR excess boarding fee	\$ 30.00 Per Day or Partial Day
Quarantine Boarding Dog/Cat	\$ 350.00 Per Animal
Court-ordered Hold and Quarantines in Excess of 10 Days	\$ 35.00 Per Day
Dog Euthanasia & Disposal	\$ 50.00 - \$70.00 Based on Weight
Cat Euthanasia & Disposal	\$ 40.00
Emergency Veterinary Services	Minimum \$95 Per Hour
Late Payment Fee	\$ 20.00
Interest Rate	18% Per Annum

Charges for Services

Planning Review Fees

Item	Proposed Rate	Rate
Preliminary Plat Filing Fee	\$ 200 + \$10 per lot	
Preliminary Plat Deposit	\$ 1,000.00	
Final Plat Filing Fee	\$ 200 + \$10 per lot	
Final Plat Deposit	\$ 2,000.00	
Minor Subdivision	\$ 200 + \$10 per lot	
Minor Subdivision Deposit	\$ 500.00	
Accessory Building Application	\$ 30.00	
Subdivision Amendment Application	\$ 30.00	
Minor-Subdivision Application	\$ 30.00	
RPUD Application	\$ 500.00	
Misc. Planning & Development Application	\$ 30.00	

Community Center Rental

Small Gathering - Resident	\$ 50.00	
Small Gathering - Non-resident	\$ 100.00	
Small Gathering - Deposit	\$ 100.00	\$ 150.00
Large Gathering - Resident	\$ 150.00	
Large Gathering - Non-resident	\$ 300.00	
Large Gathering - Deposit	\$ 100.00	\$ 150.00
Sanitation Cleaning Fee	\$ 50.00	\$ -
Audio Visual Equipment Use	\$ 50.00	\$ 25.00
Audio Visual Equipment Deposit	\$ 200.00	
Business, Club, & Public Meetings	Free, With City Manager Approval	
Business, Club, & Public Meetings Deposit	\$ 50.00	
Building Repair/Maintenance	\$ 20/HR + Repair Cost	

Variance Request

Variance Request Application	\$ 200.00	
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Recreation

Facility Rentals

Item

Park Pavilion Rental (Heritage, Anhder, Virgil Gibbons, Elk Horn)

Park Pavilion Rental (Elk Horn with Kitchen)

Park Pavilion Rental Deposit (Elk Horn)

Single Use Athletic Field Rental (Per Field, Per Game/Practice)

Athletic Field Rental (Per Team, Per Season)

Anhder Park Field Lights (Per Day)

Field Preparation - Baseball/Softball (includes base setting, dragging, and lining the field)

Field Preparation - Athletic Field

Fitness Event Route Marking

Athletic field rental per camp/clinic/day up to 1-50 participants (may require pavilion rental)

Non-city recreation league field use per player

Tournament fee/DAY per athletic field use includes: 1 Baseball or Softball field, or 2 grass athletic fields, 1 baseball/softball field prep & pavilion rental if applicable, additional bathroom cleaning/day, and additional garbage removal @ athletic field

Tournament athletic field layout and lining (painted) on grass/per field (soccer, lacrosse, football, etc)

Tournament/Event Cleaning Deposit

Baseball portable mound placement/occurrence (dirt mound building for tournaments is NOT available)

Consessions permit/day (includes access to available onsite electrical outlets, however, a breaker reset for overloaded circuits incurs a \$25 fee per occurrence)
Event/League organizers are required to have a copy of food handlers permits onsite throughout the duration of the event

Amphitheatre rental/day (includes access to electricity)

Pickleball court rental/day (includes both courts @ Anhder Park)

Tennis court rental/day (also lined for 4 Pickleball courts @ Anhder Park portable nets NOT provided)

Use of city streets, and or park space for a fun run/walk, includes pavilion rental. Fee also applies to parades. Route layout provided by the organizer, must be approved 14 days prior to the event.

Per hour, per person of paint marking of a fun run/walk or other fitness event (painting arrows and or start & finish line, with washable paint, does NOT include directional traffic cones, road closed, detours, or other signage). Organizer pays estimate prior to event, billed the difference if actual cost more than estimate

Traffic Control set up per hour per person. Cones, baracades, road closed/detour for an event (ie fun run/walk fitness events, parades or similar) Organizer pays estimate prior to event, billed the difference if actual cost more than estimate

Ticketed event (including entrance fees and suggested donations for participation or entrance)

General Notes regarding Parks and Recreation facility rental	
Tournament/Event Cleaning Deposit	
Deposits are refundable if the facility/field is left clean and without damages. Deposits cover the cost of additional cleaning or minor damage beyond normal use if such damage repairs resulting from use of any facility exceeds the deposit, the City reserves any additional costs incurred.	
Inclimate Weather & Refund Policy	
The event/league organizer assumes the risk of cancelation due to inclement weather. Requests for re-scheduling due to inclement weather are based on facility availability and are subject to Nibley City only if alternate dates are available. Facility fees are non-refundable unless requested 14 days prior to the event.	
Movies:	
Use of any city property to show a movie requires proof of movie licensing, at least one week prior. Event organizer requires an entrance fee including a suggested donation, a ticket, and audio/visual equipment and movie screen are NOT available to rent. Nibley City reserves the right to prohibit an outdoor movie if the proposed event is held within 30 days of a scheduled Nibley City outdoor movie.	
Fun Runs and outdoor fitness events:	
A pavilion rental is required (included in fee), if the start or finish line is in Nibley, the Nibley City Sheriff or equivalent is NOT included in the fee. The organizer may be responsible for portable toilets based on estimated #'s. Nibley City reserves the right to prohibit a fun run or walk within 45 days of a scheduled Nibley City outdoor fun run/walk or similar Nibley City event.	
Field and street marking restrictions:	
All athletic field, event space, and/or street marking must be performed by Nibley City. Nibley City assumes costs for damages and/or cleaning. Failure to comply may also result in a fine.	
Per Player Non-city recreation league fee and fee determination:	
Per Player fee available to leagues that do not require a tryout and allow anyone to play. Nibley City Recreation Director will determine if a clinic/camp, per team, or per player fee is appropriate.	
Ticketed events	
All ticketed events must be pre-approved by the Nibley City Special Events Committee. Event insurance is required for these events and the event may require a permit. Nibley City does NOT provide any access control in the form of fencing, gates, cones, or barriers, but may provide existing fences already available at facility.	
Cache County School District, and Thomas Edison Charter School Use	
Nibley City reserves the right to waive fees and/or requirements except insurance for events held at Thomas Edison Charter School and Cache County School District schools, and a school PTA, based on shared use interlocal agreements.	
Baseball	
Classic T-Ball	
Rookie	
Minors	
Majors	
Pony	
Late Fee	
Softball	
Ponytail (6-8)	
Fast Pitch (10 & Under)	
Fast Pitch (12 & Under)	
Fast Pitch (14 & Under)	
Late Fee	

Super Start
T-Ball (3-4) Fee
Soccer (3-4) Fee
Late Fee
Flag Football
1st & 2nd Grade League
3rd & 4th Grade League
5th & 6th Grade League
7th & 8th Grade League
Late Fee
Soccer Spring & Fall
Kindergarten League
1st & 2nd Grade League
3rd & 4th Grade League
5th & 6th Grade League
7th & 8th Grade League
Late Fee
Reversible Soccer Jersey
Cancellation fees for all youth recreation programs
A registration refund for cancellation is available only if the cancellation request is prior to the coach meeting/jersey order. All cancellation requests are subject to the proposed 25% (of the total registration cost) fee.
Other NEW Youth sports, programs, camps, and or classes
The initial fee will be established at the discretion of the Recreation Director based on estimated costs, fees for similar programs, known and projected program interest, benefit. Program offerings that continue beyond a trial phase, will utilize actual costs to determine appropriate registration fees moving forward.
Equipment Rental
Disc Golf (Per Set)
Spikeball (Per Set)
Kubb (Per Set)
Equipment Deposit
Nibley Fit
Day Pass
Monthly Pass
Quarterly Pass
Staff has discretion to adjust pass prices for promotional events
Heritage Days
Booth Fees
Mayor's Dinner
Mayor's Dinner
Tournament Fee
Field Rental Baseball/Softball (Field Prep and lights additional)
Athletic Field Rental (Field Prep and lights additional)
League/Clinic Fee
Non City Sponsored League Team Per Season (Non Recreational Team)
League Team Per Season (Recreational Team)
Recreation Misc.

Rate	
\$	25.00
\$	50.00
\$	25.00
\$	35.00
\$	50.00
\$	20.00
\$	25.00
\$	45.00
\$	30.00
\$	50.00
\$	3.00
\$	225.00
\$	50.00
\$	300.00
\$	20.00
\$	20.00
\$	45.00
\$	45.00
\$	45.00
\$	75.00
\$	35.00
\$	75.00
\$	200.00

Totals/use/and fees	
deposits, if not refunded, are intended to is needed. If the cost of cleaning or serves the right to charge the user for	
ther, If event/league organizer and will be at the discretion of Nibley a refund has been requested in writing	
st 7 days prior to the event. If the ted event fee applies. Nibley City reserves the right to prohibit an / City outdoor movie in the park.	
traffic safety provided by the Cache quired to provide additional porta- n/walk or other fitness event if it is held ity outdoor fitness event.	
City employees, otherwise renter becoming ineligible to rent facilities.	
to sign up regardless of ability. The per fee is the most appropriate fee.	
nittee at least 30 days prior to the business license. Nibley City does other than permeant structures (i.e..	
requirement, for facility use by ssociated organizations including a	
\$	30.00
\$	30.00
\$	60.00
\$	65.00
\$	75.00
\$	10.00
\$	30.00
\$	35.00
\$	40.00
\$	40.00
\$	10.00

\$	30.00
\$	30.00
\$	10.00
\$	35.00
\$	35.00
\$	45.00
\$	45.00
\$	10.00
\$	30.00
\$	30.00
\$	45.00
\$	45.00
\$	45.00
\$	10.00
\$	5.00
\$	0.25
d on an evaluation of actual and and considerations of community osts compared to registration fees to	
\$	3.00
\$	3.00
\$	3.00
\$	20.00
\$	3.00
\$	15.00
\$	40.00
\$	50.00
\$10 (Up to 6 people)	
\$4 Per Person	
\$	200.00
\$	200.00
\$	50.00
\$3 Per Participant	

\$	30.00
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Solid Waste		
Item	New Rate	Old Rate
60 Gallon can	\$ 14.15	\$ 13.15
60 Gallon Extra Empty	\$ 14.15	\$ 13.15
90 Gallon Can	\$ 16.40	\$ 15.40
90 Gallon Extra Empty	\$ 16.40	\$ 15.40
New Homes (Resident Picked Up A/C)	\$ 6.00	
New Homes (Logan City Delivered A/C)	\$ 27.00	
Recycle Container	\$ 3.25	
Green Waste Container	\$ 5.25	

Bulk Waste Collection		
Vacancy Status	\$5	3 Month Minimum

Bin Size	1	2	3	4	5	6
2	58.11	\$ 115.23	\$ 173.83	\$ 228.45	\$ 286.57	\$ 343.68
3	74.71	\$ 148.42	\$ 222.13	\$ 294.84	\$ 369.55	\$ 443.26
4	99.28	\$ 197.56	\$ 297.34	\$ 393.12	\$ 492.40	\$ 590.68
6	145.82	\$ 290.64	\$ 434.46	\$ 579.28	\$ 725.10	\$ 869.92
8	194.09	387.19	580.28	\$ 772.37	\$ 966.47	\$ 1,159.56
Communication Center						
911 Communication Fee *	\$ 3.00					

Miscellaneous Nibley City Fees

Item	Rate
Copy	\$ 0.25
Fax - Residents	\$ 0.50 Per Page
Fax - Non-Residents	\$ 1.00 Per Page
Notary - Residents Only	FREE
CC Payment Over the Phone (Waive one time if they sign up for auto pay)	\$ 4.00
GRAMA Request	Actual Cost
Accounts Receivable Late Fee	\$ 5.00
Accounts Receivable Late Fee Penalty	0.015/month

Water Share

Agenda Item #12

Description	Discussion & Consideration – Resolution 21-09: Noticing Nibley City's Intent to Participate In Ranked Choice Voting During the 2021 Municipal Election
Presenter	Cheryl Bodily, Deputy City Recorder
Recommendation	Move to approve Resolution 21-09: Noticing Nibley City's Intent to Participate In Ranked Choice Voting During the 2021 Municipal Election; for first reading.
Reviewed By	Interim City Manager, City Treasurer

Background:

Ranked choice voting is a nonpartisan electoral reform. Voters rank candidates in order of choice. Instead of choosing one candidate, ranked choice voting has voters to rank all candidates according to their preference (1st, 2nd, 3rd, etc.).

In each round of ranked choice voting, the candidate with the lowest number of votes is eliminated. When a voter's number one choice is eliminated, their second choice is included in the count for the second round. This process continues until the final round. *See infographic in the Box; item #11.2*

It is anticipated, with the new law requiring all elections be conducted by mail, that Nibley City will partner/contract with Cache County to assist in running the 2021 Municipal Election. Cache County's estimate to assist with Nibley City's election is as follows:

Election	Registered Voters	Cost
Primary	3729*	\$7,277.19
General	3729*	\$7,277.19
	Total:	\$14,544.38**
*Projected cost estimate assumes a 30% voter turnout. The total amount will adjust for higher or lower voter turnout accordingly.		
**Average cost per voter \$1.95		

For the 2021 Municipal Election, Cache County has the ability and the software necessary to conduct a RCV election. If Nibley City participates in RCV, Nibley City ballots will be sequestered when received by Cache County. County representative, Justin Anderson, shared that there would need to be a great deal of voter education prior to the election but the State can assist with this education. He also said there was lower risk for ballot error with RCV. In the last general election, Nibley City had to throw out two (2) ballots because they were marked incorrectly.

The Ranked Choice Voting process bypasses the Primary Election and there is a different filing period for candidates.

The Nibley City Council will need to make a decision regarding RCV and inform the Lt. Governor's office of their decision by passing a resolution stating the intent by the second Monday in May (May 10, 2021).

Deputy Recorder Bodily reached out to City Recorders in Vineyard and Payson, UT, who participated in RCV in 2019, and can report on her discussions.

History:

The City Council discussed participating in Ranked Choice Voting just prior to the 2019 municipal election. Resolution 18-11 failed by a vote of 0-4. More information can be found in the 12-6-18 meeting minutes.

RESOLUTION 21-09

A RESOLUTION NOTICING NIBLEY CITY'S INTENT TO PARTICIPATE IN RANKED CHOICE VOTING DURING THE 2021 MUNICIPAL ELECTION

WHEREAS the State of Utah by its State Legislature has made available a pilot project for participation in the alternate voting methods for municipal elections beginning January 1, 2019 and ending on January 1, 2026, and

WHEREAS House Bill 35 as passed during the 2018 General Session allows municipalities to conduct nonpartisan races using ranked choice voting in accordance with the requirements of 20A-4 of the Utah Code and all other applicable provisions of law, during any odd-numbered year that the pilot project is in effect, and

WHEREAS the Nibley City, before the second Monday of the odd-numbered year, must provide written notice to the lieutenant governor stating that the municipality intends to participate in the pilot project for the year specified in the notice, and;

WHEREAS Nibley City has the resources and capability necessary to participate in the pilot project, and

WHEREAS the Nibley City Council finds that it would be in the best interest of Nibley City and of its citizens to hold its 2021 municipal elections by ranked choice voting,

NOW, THEREFORE BE IT RESOLVED BY THE NIBLEY CITY COUNCIL LOCATED AT NIBLEY, UT, THAT:

1. The Nibley City Council adopts ranked choice voting for the 2021 municipal election, and that by this resolution, gives notice to the Lieutenant Governor to enter the pilot project by use of ranked choice voting for its 2021 municipal elections, and
2. The City Manager and City Attorney are hereby authorized and directed to do all things necessary to cause the 2021 Nibley City municipal elections to be held in accordance with the ranked choice voting process.

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____, 2018.

Shaun Dustin, Mayor

ATTEST:

Cheryl Bodily, Deputy City Recorder

RANKED CHOICE VOTING

HOW DOES IT WORK?



Instead of picking just your top candidate, when you vote, you rank them and the candidate with an absolute majority (50%) wins.

YOUR BALLOT

CITY MAYOR
1st ROUND

5	CANDIDATE A
4	CANDIDATE B
1	CANDIDATE C
3	CANDIDATE D
2	CANDIDATE E

ELECTION RESULTS



If no candidate secures an absolute majority in the first round, a runoff election instantly takes place.

When a runoff election is needed, instead of having voters go back to the polls, an automatic runoff takes place using the ranked choices.

YOUR BALLOT

CITY MAYOR
RUNOFF

5	CANDIDATE A
4	CANDIDATE B
1	CANDIDATE C
CANDIDATE C IS DROPPED	
3	CANDIDATE D
2	CANDIDATE E

YOUR VOTE NOW GOES TO CANDIDATE E

RUNOFF RESULTS



The last place candidate is eliminated and each of their supporter's second choice candidates are awarded their votes.

The process continues in this fashion, one by one, until a single candidate receives an absolute majority.

RUNOFF ROUND 2 RESULTS



AFTER THE RUNOFF CANDIDATE E HAS AN ABSOLUTE MAJORITY

