NIBLEY CITY COUNCIL MEETING AGENDA
Thursday, May 13, 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 Bernhardt)
2. Call to Order and Roll Call (Chair)
3. Approval of the April 15, 2021 Regular and Executive Session Meeting Minutes, April 29 Regular and Executive Session Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period[1] (Chair)
5. Planning Commission Report
6. Approval of Items on the Consent Agenda[2]
   - 6-a. Resolution 21-12: Approving an Amended Interlocal Agreement Between Cache County and Nibley City for the Administration of 2021 Municipal Elections

   1200 West Roundabout Contracts
   - 6-b. Approving a Construction Contract with LeGrand Johnson for 1200 West
   - 6-c. Approving a Construction Management Contract with JUB for 1200 West
   - 6-d. Approving a Construction Staking Contract with CRS

   3200 South Asphalt Repave Contracts
   - 6-e. Approving an Asphalt Contract with Dominion Energy for 3200 South
   - 6-f. Approving a Construction Management Contract with JUB for 3200 South

7. **Discussion & Consideration –** Heritage Days
8. **Public Hearing –** Ordinance 21-07: Rezoning Parcel 03-067-0004, located at 4350 S Main St from R-2-Residential to C-Commercial (Applicant: Juan Estrada)
9. **Discussion & Consideration –** Ordinance 21-07: Parcel 03-067-0004, located at 4350 S Main St from R-2-Residential to C-Commercial (Applicant: Juan Estrada) (First Reading)
10. **Public Hearing –** Ordinance 21-08: Rezoning Parcel 03-018-0002 and 03-018-0005, located at approximately 1145 W 3200 S from R-2-Residential and A-Agricultural to C-Commercial (Applicant: Ebeco Properties, LLC)
11. **Discussion and Consideration –** Ordinance 21-08: Rezoning Parcel 03-018-0002 and 03-018-0005, located at approximately 1145 W 3200 S from R-2-Residential and A-Agricultural to C-Commercial (Applicant: Ebeco Properties, LLC)
12. **Discussion and Consideration –** Nibley Farms Subdivision Phase 4, 5, and 6 Final Plat(s) located at approximately 1500 W and 3410 S. (Applicant: 7 Point Royal, LLC)

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[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.*

13. **Discussion & Consideration –** Resolution 21-13: Approving an Agreement Between the Cache County Sheriff's Department and Nibley City for Law Enforcement Services (First Reading)

14. **Discussion & Consideration –** Resolution 21-14: A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR FISCAL YEAR 2020-21, ADOPTING THE BUDGET FOR THE VARIOUS FUNDS OF NIBLEY CITY AND OTHER BUDGETARY MATTERS FOR FISCAL YEAR 2021-22 AND ADJUSTING CERTAIN FEES AND PAYMENTS FOR SERVICES (First Reading)

15. **Discussion & Consideration –** Resolution 21-06: Designating Significant Surplus Property and Authorizing the Sale of City-Owned Parcels Located at Nibley Park Ave and 800 West; Parcel Tax ID: 03-170-0001 & 03-173-0052 (Second Reading)

16. **Council and Staff Report**

17. **Adjourn to Closed Session –** To Discuss Pending Litigation and to Discuss the Purchase, Exchange, or Lease of Real 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.

Nibley City Council
Agenda Report for
May 13, 2021

Agenda Item #6 Approval of Items on the Consent Agenda

Description	**Discussion & Consideration –** 6-a. Approving an Amended Interlocal Agreement Between Cache County and Nibley City for the Administration of 2021 Municipal Elections 6-b. Approving a Construction Contract with LeGrande Johnson for 1200 West 6-c. Approving a Construction Management Contract with JUB for 1200 West 6-d. Approving a Construction Staking Contract with CRS 6-e. Approving an Asphalt Contract with Dominion Energy for 3200 South 6-f. Approving a Construction Management Contract with JUB for 3200 South
Presenter	Justin Maughan, City Manager
Recommendation	Move to approve the items included in the May 13, 2021 City Council Consent Agenda
Reviewed By	Mayor, City Manager

Background:

With this agenda, the City will use a Consent Agenda. Items are placed on the consent agenda that are considered to be routine and/or non-controversial. Discussion is not anticipated on these items and all of the items on the consent agenda can be approved with a single vote. If a council member would like to discuss any of the consent agenda items during the meeting, a council member may request to move that item from the consent agenda to the regular portion of the agenda.

a. ***Approving an Amended Interlocal Agreement Between Cache County and Nibley City for the Administration of 2021 Municipal Elections***

Cache County sent an amended interlocal agreement between Cache County and Nibley City for the Administration of 2021 Municipal Elections on April 29, 2021. They asked that each entity go through the approval process again to adopt the amended agreement.

The amended agreement includes the following changes:

Section 3. ADMINISTRATION OF AGREEMENT

Agreement adopted 4-15-2021: "By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the COUNTY, by and through the Cache County Clerk/Auditor Elections Office, shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree that the Cache County Clerk/Auditor Elections Office will keep all books and records in such form and manner as the COUNTY shall specify and further agree that those books and records will be open for examination by the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking."

Amended: "By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the COUNTY, by and through the Cache County Clerk/Auditor Elections Office, shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree that the Cache County Clerk/Auditor Elections Office will keep all books and records in such form and manner as the COUNTY shall specify and further agree that those books and records will be open for examination by the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking. In the performance of obligations under this Agreement, no agent, employee, officer, or elected official of the CITY or the COUNTY is or will be deemed to be an agent, employee, officer, or elected official of the other Party.

In the exercise of their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local laws governing elections, including the Utah Election Code, Utah Code Ann. § 20A-1-101 *et seq.*"

Section 5 RESPONCIBILITIES

Agreement adopted 4-15-2021: "The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto incorporated herein, for the 2021 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the lesser of the actual cost of the COUNTY's administration of the 2021 CITY Municipal Elections and the estimated costs contained in Exhibit B, which is attached hereto and incorporated herein. The CITY agrees to pay to the COUNTY the cost contemplated herein within 30 days of receiving an invoice from the COUNTY."

Amended: "The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto and incorporated herein, for the 2021 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the cost of the COUNTY's administration of the 2021 CITY Municipal Elections. A table itemizing various election costs and an estimate of the total anticipated cost for the CITY is contained in Exhibit B, which is attached hereto. The CITY agrees to pay to the COUNTY the actual cost of administering the 2021 CITY Municipal Elections within 30 days of receiving an invoice from the COUNTY."

The amended agreement also includes a 2021 Municipal Elections Cost Breakdown Table and Cost Estimate for Nibley City (see #6-a.1) The new estimate given by Cache County is $7,823.40 versus $7,277.19 (a difference of $546.21). Both estimates assume a 30% voter turnout and can be offset when citizens utilize a ballot drop box.

b. Approving a Construction Contract with LeGrande Johnson for 1200 West

The City has been working towards construction of the 1200 West and 3200 South roundabout for a few years. The design has been completed by CRS Engineers, and put out to public bid as required by Nibley City purchasing policy. Bids were received, and a Notice of Award has was given to the low bidder who was LeGrand Johnson Construction. Staff is comfortable with working with Legrand Johnson, have completed a number of projects with them over the years, and believe they will provide the City with a quality product. The attached contract is for the amount that was submitted in their bid for: $2,475,229.45.

c. Approving a Construction Management Contract with JUB for 1200 West

Nibley has requested assistance from JUB Engineers with Construction Management and Observation of the 1200 West roundabout project. The contract is based on an hourly rate, with an estimated 30 hours a week, for the

length of the project that is expected to be completed in October. This will allow an experienced construction manager and inspector to monitor the project to ensure that the standards and specifications are being met and that the project is moving forward on schedule. The cost for these services has been programed into the project budget from the beginning of the CCOG application, and is eligible for reimbursement through the CCOG. The estimated cost for the services are: $146,432.00.

d. Approving a Construction Staking Contract with CRS for 1200 West

Nibley has requested assistance from CRS to be the construction surveyor for the 1200 West roundabout project. They will be on site when need with a GPS device to show the contractor where things are to be constructed, to make sure that the function and design are intact and constructed the way the project was designed. The contract is based on an hourly basis, and is estimated to be well within budget at: $19,540.00.

e. Approving 3200 South Repaving Contract with Dominion Energy

Nibley Staff has been anticipating the construction of a high pressure gas line down 3200 South for a number of years. About the time that we first became aware of the project we also started seeing deterioration of the asphalt in 3200 South. We hired a Professional Engineer that specializes in asphalt to investigate what was going on, and offer some options to correct the problem. After an extensive investigation, it was determined that the asphalt was failing, but that the subbase under the roadway was adequate. It was determined that the asphalt was failing because of the high amount of recycled asphalt that was used in the mix when 3200 South was constructed. The Engineer noted that this is not an uncommon problem, and that there are roadways failing across the State that were built about the same time as 3200 South. He recommended two options. The first was to mill off the top three inches and place a fiberglass matt down, and repave over it. This would likely only give an additional 10 to 15 years of life for an estimated cost of: $1.3M. The second option was to remove the asphalt and replace it with new asphalt, which would give 20+ years for $1.9M. At this time staff immediately reduced the amount of asphalt maintenance done each year, and began saving for this big expense. With the Dominion project, an opportunity to partner and help one another presented itself. We began negotiating doing a joint project. When Dominion put their bid out on the street, they included both options for the asphalt. When bids came in, staff analyzed the options and discussed with the Mayor. It was determined that the best course of action was option 2 at a cost of $1.08M, well below what was originally estimated. The cost will be paid for from Class C money, and because we have been saving, there will be enough on hand to cover the project.

f. ***Approving a Construction Management and Observation contract with JUB Engineers for the 3200 South Repaving Project***

Nibley has requested assistance from JUB Engineers with Construction Management and Observation of the 3200 South repave project. The contract is based on an hourly rate, with an estimated 30 hours a week, for the length of the project that is expected to be four to five weeks. This will allow an experienced construction manager and inspector to monitor the project to ensure that the standards and specifications are being met and that the project is moving forward on schedule. The estimated cost of the contract will be paid for by class C money and is estimated at: $38,853.00.

Resolution 21-12

INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND NIBLEY CITY FOR THE ADMINISTRATION OF 2021 MUNICIPAL ELECTIONS

This interlocal agreement (this "Agreement") is made and entered into by Cache County, a political subdivision of the State of Utah (the "COUNTY"), and Nibley City, a municipality and political subdivision of the State of Utah (the "CITY"), referred to collectively herein as the Parties and each individually herein as a Party.

WHEREAS, under the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the "Act"), political subdivisions of the State of Utah are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Parties are political subdivisions of the State of Utah and desire to work through cooperative action under the Act to benefit the residents of both the COUNTY and the CITY; and

WHEREAS, the Parties desire to successfully conduct the 2021 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively the "2021 CITY Municipal Elections"); and

WHEREAS, it is to the mutual benefit of the Parties to enter into an agreement providing for their joint efforts to administer the 2021 CITY Municipal Elections.

NOW, THEREFORE, the Parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE

This Agreement will become effective and enter into force within the meaning of the Act upon (a) approval by resolution of the governing body of each respective Party, (b) execution by a duly authorized official of each respective Party, (c) submission to and approval as to form by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filing in the official records of each party.

Section 2. DURATION

The term of this Agreement is from the effective date until the completion of the Parties' responsibilities associated with the 2021 CITY Municipal Elections or until terminated but is no longer than 1 year from the effective date of this Agreement. This Agreement will not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Cache County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement must be filed with the person who keeps the records of each of the respective Parties.

Section 3. ADMINISTRATION OF AGREEMENT

By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the COUNTY, by and through the Cache County Clerk/Auditor Elections Office, shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree that the Cache County Clerk/Auditor Elections Office will keep all books and records in such form and manner as the COUNTY shall specify and further agree that those books and records will be open for examination by

the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking. In the performance of obligations under this Agreement, no agent, employee, officer, or elected official of the CITY or the COUNTY is or will be deemed to be an agent, employee, officer, or elected official of the other Party.

In the exercise of their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local laws governing elections, including the Utah Election Code, Utah Code Ann. § 20A-1-101 *et seq*.

Section 4. PURPOSES

This Agreement is entered into between the Parties for the purpose of administering the 2021 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections (including rank choice voting when applicable). All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by the Parties.

Section 5. RESPONSIBILITIES

The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto and incorporated herein, for the 2021 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the cost of the COUNTY's administration of the 2021 CITY Municipal Elections. A table itemizing various election costs and an estimate of the total anticipated cost for the CITY is contained in Exhibit B, which is attached hereto. The CITY agrees to pay to the COUNTY the actual cost of administering the 2021 CITY Municipal Elections within 30 days of receiving an invoice from the COUNTY.

Section 6. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of the term set forth in Section 2 of this Agreement. Prior to the automatic termination of the Agreement at the end of the term set forth in Section 2, either Party may terminate the Agreement sixty days after providing written notice of termination to the Party. If the Agreement is terminated prior to the end of the term set forth in Section 2, the CITY will be responsible for any costs incurred through the time of termination and any costs not then incurred but which are contemplated herein and irreversible at the time of termination, such as return mailing costs.

Section 7. INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of negligent or intentional errors or omissions of its own officials or employees made in connection with this Agreement. The Parties agree that their obligations to indemnify are limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code section 63G-7-604.

Section 8. AMENDMENTS

This Agreement may not be amended, changed, modified, or altered except by an instrument in writing that is (a) approved by resolution of the governing body of each respective Party, (b) executed by a duly authorized official of each respective Party, (c) submitted to and approved by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filed in the official records of each party.

Section 9. SEVERABILITY

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, will not be affected thereby and will be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 10. NO PRESUMPTION

If any provision of this Agreement requires judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof are to be more strictly construed against the drafting party by reason of the rule of construction that a document is to be construed more strictly against the person who prepared it, it being acknowledged that each Party has participated in the preparation hereof.

Section 11. HEADINGS

Headings herein are for convenience of reference only and may not be considered any interpretation of the Agreement.

Section 12. NOTICES

All notices, demands, and other communications given by a Party under this Agreement must be in writing and will be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested and postage paid, to the other Party at the address of the CITY Mayor or COUNTY Executive, as applicable, or to such other addresses as may be designated by notice given hereunder.

Section 13. ASSIGNMENT

Neither Party may assign this Agreement or any part of it without prior written consent of the other Party. No assignment shall relieve the original Parties from any liability hereunder.

Section 14. GOVERNING LAW

This Agreement will be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties execute this Agreement pursuant to resolutions duly and lawfully passed on the dates listed below:

CACHE COUNTY

Authorized by Resolution 2021 -___, passed on the ___ day of _____ 2021.

_____
David N. Zook, County Executive

_____
ATTEST: Jess W. Bradfield
Cache County Clerk/Auditor

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

_____
John D. Luthy
Chief Civil Deputy County Attorney

CITY

Authorized by Resolution No. _____, passed on the ___ day of _____ 2021.

_____
Mayor

_____
ATTEST:
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH

_____
Name:
Attorney for CITY

Exhibit A

2021 Municipal Elections
Scope of Work for Election Services

Services the City will provide include, but are not limited to:

- All administrative functions related to candidate filings;
- All administrative functions related to financial disclosures required by state and/or city code;
- Publishing public notices required by law, although the City may work with the County to publish notices jointly with other jurisdictions;
- Informing candidates and the public of legal requirements governing candidates and campaigns;
- Examining, proofing, and providing final approval for all ballots and election programing;
- Posting on the City website a link to or copy of the location of the county-owned ballot drop boxes and the official election results reported on the County Elections web page;
- Posting on the City website a link to the County website for signing up for ballot alert texts;
- Displaying election results only in the format provided by the County and not changing the form or format of, or otherwise altering, the election results as reported by the County; and
- Canvasing the final elections results.

Annexations or other boundary changes impacting the administration of election must be submitted to the County by June 1, 2021. Annexation or other boundary changes submitted after June 1 will not be incorporated into the elections.

The City acknowledges that this Agreement relates to a municipal ballot and election and, as required by state statute, the City Clerk/Recorder is the Election Officer.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.

In a consolidated election, decisions made by the County regarding resources, procedures, and policies will be based upon providing the same scope and level of service to all the participating jurisdictions, and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot layout and design;
- Ballot printing;
- Ballot mailings;
- Initial payment of return postage;
- Ballot processing;
- Printing optical scan ballots;
- Programing and testing of voting equipment;
- Programing of electronic voter register;
- Poll worker recruitment, training, and supervision;
- Compensating vote center poll workers;
- Delivery of supplies and equipment;
- Tabulation and reporting of election results on the County's website;
- Provisional ballot verification;
- Updating the voter history database;
- Conducting audits (as required);
- Conducting recounts (as required);
- Election day administrative support;
- Operation of County-wide vote centers;
- Election security;
- Ballot drop box services, including maintaining, locking, and unlocking boxes, and collecting ballots; and
- Providing the final report of official election results, although the City is responsible to canvass its municipal election on the date designated by the County in accordance with the County's final report of official election results.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the anticipated number of voters, and the number of jurisdictions participating. The City will be invoiced for the lesser of its share of the actual costs of the elections or the cost estimated in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will not change.

2021 Municipal Elections
Cost Breakdown Table and Election Cost Estimate for Nibley City.

The expenses below are associated with administering the municipal election and are not entirely inclusive of all potential costs:

ELECTION COSTS		
11-14” Ballot	$0.28	*Per mailing to voter*
Insertion	$0.30	*Per mailing to voter*
Outgoing Envelope	$0.24	*Per mailing to voter*
Reply Envelope	$0.20	*Per mailing to voter*
Voter Instruction Sheet	$0.10	*Per mailing to voter*
Database Export	$0.04	*Per mailing to voter*
Postage Outgoing *(subject to USPS pricing at time of postage)*	$0.38	*Per mailing to voter*
Postage Incoming *(subject to USPS pricing at time of postage)*	$0.38	*Per piece mailed to clerk*
Postage Undeliverable	$0.38	*Per piece mailed to clerk*
Election Supplies	$0.01	*Per vote cast*
Poll Worker / Staff Wages	$0.09	*Per vote cast*

This following projected cost estimate assumes a 30% voter turnout for your city. The final invoice amount will be based on actual costs.

Election	Registered Voters	Cost
Primary	4,012	$7,823.40
General	4,012	$7,823.40

Estimated Cost as of April 28, 2021,	$15,646.80
Average cost per voter	$1.95

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: **57-20-014-010**
J-U-B Project Manager: **Marcus Simons**

This Agreement entered into and effective this 11 day of February 2021**,** between Nibley City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: perform Construction Engineering Manegement (CEM) Services for the 3200 South 1200 West Roundabout hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name		Work telephone	
	Address		Home/cell phone	
			FAX telephone	
			E-mail address	

For J-U-B:

1.	Name	**Marcus Simons**	Work telephone	**435-713-9514**
	Address	**1047 South 100 West Suite 180**	Cell phone	**435-770-5979**
		Logan, UT 84321	FAX telephone	
			E-mail address	**msimons@jub.com**

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1.** A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

NAME

STREET

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
1047 South 100 West Suite 180

STREET
Logan/UT/84321

CITY / STATE / ZIP CODE

BY (Signature)
Zan Murray **/ Vice President**

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee

☒ **Attachment 2** – Special Provisions

☒ **Standard Exhibit A** – Construction Phase Services

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement , award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars ($25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 3200 South Roundabout CEM

CLIENT: Nibley City

J-U-B PROJECT NUMBER: 57-20-014-010

ATTACHMENT TO:

☒ **AGREEMENT DATED: 2/11/2021**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

J-U-B Engineers Inc. has been hired by Nibley City to perform Construction Engineering Management (CEM) services for the 3200 South Roundabout located at 1200 West in Nibley, UT. This work includes general oversight of the construction phase of the project including construction observation, submittal and pay request review, and conducting of weekly progress meetings. The primary purpose of the work will be to observe and document that the work in the field is meeting the intent of the project design and specifications.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

1. Task 100 – Construction Engineering Management

J-U-B will provide CEM services during the construction phase of the project. These services will be provided on a time and materials basis for the work that is necessary.

a. Subtask 101 – Project Management

(i) Activities and Assumptions:

i. J-U-B will monitor and report project status, budget and schedule for the duration of the construction phase of the project. Periodic updates will be provided to the city via email on key points of interest related to schedule, project status and budget. This subtask will also include project invoicing and setting up these tasks in our accounting software.

(ii) Deliverables:

i. Periodic update on key points of interest during the project
ii. Project invoices

b. Subtask 102 – Construction Meetings

(i) Activities and Assumptions:

i. J-U-B will participate in an internal CEM Kickoff meeting to coordinate rolls, discuss project risk, and refine the plan to successfully perform the scope of the project.

ii. J-U-B will attend the pre-bid meeting to stay up to date with any modifications to the plans and specifications. J-U-B will also be available to weigh in on questions from the bidders.
iii. J-U-B will coordinate and notify all interested parties to attend a preconstruction conference prior to contractor mobilization on the project. The interested parties will include Nibley City, the contractor, subcontractors, the design engineer, and utility companies. J-U-B will attend and conduct the pre-construction meeting. Following the meeting J-U-B will prepare and distribute meeting minutes to attendees.
iv. J U-B will schedule and conduct a weekly project partnering meeting with Nibley City, the contractor, subcontractors, design engineer (as needed), and utility companies (as needed) to discuss the project progress, schedule, and resolve project related issues. This scope of service assumes up to twenty-four (24) partnering/ coordination meetings.
v. When the contractor has completed the project, a substantial completion walkthrough followed by a final completion walkthrough will be performed by J-U-B to review that the project has been completed in a suitable manner. A punch list will be generated from the substantial completion walkthrough. A letter of completion will also be sent to the city after the Final walkthrough.

(ii) Deliverables:
i. Preconstruction Meeting Agenda
ii. Preconstruction Meeting Minutes
iii. Construction Meeting Agenda
iv. Construction Meeting Minutes
v. Substantial Completion Punch List
vi. Final Completion Letter

2. Task 200 – Construction Administration

J-U-B will provide construction administration services during the construction phase of the project. These services will be provided on a time and materials basis for the work that is necessary. Due to unknowns associated with the nature of construction work the estimated hours may vary depending on the contractor's schedule to perform the work. J-U-B's effort may exceed the level of effort outlined in this contract in order to provide the desired level of service to Nibley City. The intent of this scope is to provide an estimate of what these services could entail, with flexibility as becomes necessary.

a. Subtask 201 – Construction Observation (240 Calendar days)

(i) Activities and Assumptions:
i. As J-U-B is not the engineer of record on the project, time will be spent by the project team to get familiar with the plans and specifications.
ii. J-U-B will actively observe the Contractor's work that is addressed in the plans and specifications. We will provide observation and documentation that the contractor is constructing the project in general conformance with the plans and specifications. We anticipate observing construction on a thirty (30) hrs. per week basis. We anticipate the contractor working on the project for six (6) months.
i. A site visit diary will be kept, which will include weather, work performed, and general information.
ii. A photo diary will be created from pre-construction to final completion. The diary will include .jpeg format files organized in weekly folders. Digital copies of the photos will be submitted to Nibley City at the completion of the project.
iii. The construction observer representative will be available to answer questions from the residents and deal with their concerns during the construction of the project.
iv. J-U-B will visually observe the materials being installed; however, J-U-B is not responsible for quality control testing.
v. J-U-B will monitor the contractor's traffic control and safety effort.
vi. Duties and responsibilities will be as outlined in the attached Standard Exhibit A.

(ii) Deliverables:
i. Construction Observation Reports
ii. Construction Photos

b. Subtask 202 – Pay Request Review

(i) Activities and Assumptions:

i. J-U-B will review monthly partial payment estimates prepared by the contractor in a format acceptable by Nibley City. If quantities on the application differ from what is observed in the field, J-U-B will work with the Contractor to assure that the payment quantity and the installed quantity agree. This scope assumes using the EJCDC Pay Application form C-620. Payment will be made in accordance with the contract documents and specifications. This scope of services assumes up to six (6) payment estimates.

ii. J-U-B will prepare and document change orders and submit to Nibley City for approval. This scope of services assumes up to two (2) change orders.

(ii) Deliverables:

i. Review pay application from contractor (up to six (6))

ii. Change order documentation (up to two (2))

c. Subtask 203 – Submittal Review

(i) Activities and Assumptions:

i. J-U-B will review submittals and material certifications from the Contractor and review them with the project specifications. The assumed submittal reviews include:

(a) Contractor's Schedule

(b) Traffic Control plan

(c) Storm drain materials

(d) Construction Materials (Concrete mix designs, HMA, aggregate material, etc.)

(ii) Deliverables:

i. Submittal Reviews

d. Subtask 204 – Quality Control Review

(iii) Activities and Assumptions:

i. J-U-B will coordinate with the Contractor and the quality control testing firm to review that the correct type and quantity of tests are being taken in the field.

ii. J-U-B will review and organize the testing results received from the quality control testing firm. The results will be compared to the required testing result standards as set forth in the specifications.

(iv) Deliverables:

i. Organized test results to be submitted to the city at the end of the project

3. Task 300 – Project Closeout

a. Subtask 301 – Project Closeout

(iii) Activities and Assumptions:

i. J-U-B will provide closeout documentation to the contractor. This documentation includes the substantial and final completion certificates.

ii. J-U-B will maintain the punch list between the substantial and final completion phases of the project and will do so until final completion is approved from Nibley City.

(iv) Deliverables:

ii. Substantial and Final Completion Certificates

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 1 that may be required for the project including, but not limited to:

1. Advertise the project plans and specifications for construction.

B. **Project Unknowns/ Assumptions** – There are a few unknowns typical of construction activities, including, but not limited to:

1. Underground issues that could be encountered during construction.
2. Actual duration time for the contractor to complete the work.
3. Duration for utility companies to complete their work within the project limits.
4. Effort needed to observe construction is in general conformance with project plans and specifications.
5. Amount of time to review project submittals.
6. This scope of services assumes that the contractor will provide construction staking and quality control testing.

C. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

PART 4 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control. See the attached "Project Schedule" for further detailed information.

Task Number	Task Name	Anticipated Schedule
100	CE Management	March 2021 – November 2021
200	Construction Administration	April 2021 – September 2021
300	Project Closeout	October 2021 – November 2021

PART 5 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
    a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
    c. Client shall pay J-U-B for J-U-B's Subconsultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. The estimated fee amounts for each task are presented in the attached "Work Breakdown Structure Summary".

C. J-U-B will notify the CLIENT at such time they become aware of a possible exceedance of the estimated fee.

D. Period of Service: If the period of service for the task identified above is extended beyond 8 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

E. **All tasks related to this contract will be billed on a time and materials basis. The fees listed for these tasks are estimations based on past experience. The actual fee amounts will vary depending on the construction Contractor selected to perform the work and based on project unknowns. The Contractor is responsible to apply for, obtain, and adhere to the terms and conditions of Storm Water Discharge Permits including but not limited to SWPPPs.**

Exhibit(s):

- Work Breakdown Structure Summary
- Standard Exhibit A – Construction Phase Services

WORK BREAKDOWN STRUCTURE SUMMARY

BASIS OF FEE ESTIMATE

J-U-B ENGINEERS, INC.

THE LANGDON GROUP a J-U-B Company

GATEWAY MAPPING INC. a J-U-B Company

OTHER J-U-B COMPANIES

Project Title, Client: CM3200SouthRoundabout, Nibley City
Project Number: 57-20-014
Prepared By: PRW

Task Number	Subtask Number	Task/Subtask Name	Total Number of Staff Hours	Total Compensation
100		**CE Management**	**127**	**$19,243**
100	101	Project Management	24	$3,732
100	102	Construction Meetings	103	$15,511
200		**Construction Administration**	**897**	**$123,685**
200	201	Construction Observation	815	$111,951
200	202	Payment Review	38	$5,406
200	203	Submittal Review	18	$2,568
200	204	Quality Control Review	26	$3,760
300		**Project Closeout**	**24**	**$3,486**
300	301	Project Close-Out	24	$3,486
TOTAL			**1048**	**$146,414**

J-U-B ENGINEERS INC. Staff Name	Hourly Billing Rate
Marcus Simons	$148.00
Colton Smith	$135.00
Paul Willardson	$163.00
Weston Bellon	$127.00

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: Nibley City **Project**: 3200 South Roundabout CEM

The Agreement for Professional Services dated February 11 , 2021 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-'s review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☒ Yes
☐ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☒ Yes
☐ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes
☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes
☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☒ Yes
☐ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☒ Yes
☐ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☐ Yes
☒ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☐ Yes
☒ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☐ Yes
☒ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☐ Yes
☒ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.

6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

8. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval**.**

9. *Inspections, Tests, and System Startups.*

   a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

   b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.

   c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.

   d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.

10. *Records.*

   a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

   b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.

   c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

   d) Maintain records for use in preparing documentation of the Work.

   e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

   a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

   b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.

   c) Furnish to CLIENT copies of all inspection, test, and system startup reports.

   d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

    a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.

    b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.

    c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.

    d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Replace Section "BASIS OF FEE" on pg. 2 of the Agreement for Professional Services with the following:

BASIS OF FEE
The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices, provided that J-U-B obtained CLIENT's written authorization for the work of the sub-consultant.
Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

Replace Section "TERMINATION" on pg. 4 of the Agreement for Professional Services with the following:

TERMINATION
The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for work completed and Services and Additional Services rendered. and for expenses incurred. In addition to any other remedies at law or equity, and notwithstanding the limitation on damages contained herein, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid as damages a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

Replace Section "LIMITATION PERIODS" on pg. 4 of the Agreement for Professional Services with the following:

LIMITATION PERIODS
For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services unless CLIENT was unable to discover or exercise the claim due to any action by J-U-B to conceal, mislead, or otherwise prevent CLIENT from discovering or exercising the claim, in which case the claim shall be deemed to have accrued upon the date that CLIENT knew or in the exercise of reasonable diligence should have known of the claim.

Replace the first paragraph of the "CONSTRUCTION PHASE ADDITIONAL SERVICES" section on pg. A-5 of the Agreement for Professional Services Standard Exhibit A - Construction Phase Services with the following:

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge and written consent of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

Add the Following paragaraph under the "INDEMNIFICATION" section on pg. A-8 of the Agreement for Professional Services Standard Exhibit A - Construction Phase Services:

CLIENT shall not be obligated to indemnify, defend, or hold harmless J-U-B if the liability, obligation, or loss was caused by either (1) the negligence or willful misconduct of J-U-B, or (2) J-U-B's breach of any term or provision of this Agreement.

CRS ENGINEERS
Answers to Infrastructure®

45 East 200 North STE 107. Logan, UT 84321
o. 435.374.4670. crsengineers.com

April 27, 2021

Nibley City
455 W 3200 South
Nibley, UT 84321

Justin Maughan,

Thank you for considering CRS for the construction staking of this project. We appreciate the opportunity and look forward to continuing to work with you on this project.

SCOPE OF WORK

- **Construction Staking**
  CRS will perform construction staking of the rough street staking, curb and gutter, ramps, roundabout, final street staking, as well as utility and drainage including electrical, lighting, comcast, and storm drain structures. We usually require 48-hour notice before the staking is needed. We have made assumptions on what items the contractor will want staked and have come up with an estimated fee of $ 19,545.00. We will work closely with the contractor to be as efficient as we can and will keep the city informed if items are being requested that have not been included in our scope of work.

SCHEDULE AND FEE

We propose this project be done on an hourly basis according to the attached fee schedule. The estimated fee of **$19,545.00** is based on the scope of work mentioned above. This is for one time staking only and any re-staking, if required, owner will be notified, and an additional hourly estimate will be provided prior to performing the work. We appreciate your consideration on this project, and the opportunity to work with you again.

Please feel free to call or email me if you have any questions about this proposal.

Sincerely,
CRS Engineers

Max Pierce, PE
Associate

Max Pierce, PE
Associate

c. 435.881.3201
max.pierce@crsengineers.com

QUESTAR GAS COMPANY

PROJECT AGREEMENT

THIS PROJECT AGREEMENT, made and entered into this 13 day of May 2021, by and between **Nibley City** ("**City**") and **Questar Gas Company dba Dominion Energy Utah**, a Utah corporation ("**Dominion**"). Dominion and City may be referred to collectively as "Parties" and singularly as "Party".

The parties hereto agree as follows.

1. **Dominion's** contact person for this work is: Jeff Hinds, telephone number 801-201-6395 and email, jeff.hinds@dominionenerty.com.

   City's Project Representative is: Daren Farar, telephone number 623-907-3300 and email, darren@nibleycity.com.

2. In association with other work Dominion is performing in the same area referenced in purchase order and associated exhibits attached hereto as Exhibit "A", **Dominion** will perform the following described work in accordance with the terms and conditions of the _____ agreement (the "Work").

   Location of Work: 3200 South in Nibley, UT. SR 89/91 to SR 165.

   Description of Work to be performed, including proposed location: Description of Work fully explained in Exhibit "B" that is incorporated by reference.

   Party performing the Work: **Dominion** will work through a qualified contractor (Flare Construction, Inc.) with whom it has a continuing agreement to construct the above described utility work. **Dominion** will coordinate the proposed construction with **City** after Dominion receives an authority to proceed from **City.**

   Anticipated duration of Work: Approximately _____ working days will be required for construction. These days may or may not be consecutive. **Dominion** will need to work closely with **City** and its contractor to establish a schedule to insure proper completion of the Work.

   Estimated dates of Work: Spring/Summer 2021.

SPECIAL PROVISIONS

3. **Dominion** shall be reimbursed by **City** for the actual costs incurred by **Dominion** for performing the Work covered herein above the original estimate of $0. An estimate of the total cost of the Work was furnished by **Dominion** to **City** in the total of $1,085,887.98. A copy of the details of the estimate are marked EXHIBIT "C" that is incorporated by reference.
4. **City** acknowledges that **Dominion** is not responsible for the replacement or repair of all work done or furnished in accordance with its contract and understands that any and all warranties shall be sought from Flare Construction, Inc. , the contractor retained to complete the project.

TOTAL ESTIMATED COST TO NIBLEY CITY IS: $1,085,887.98

Commented [ANL(-61]: Will this be necessary? My thought is that DEU is repairing the asphalt to the road, although it may make sense to spell out the specific work involved.

NOTE: The above are estimates only. Total payment to **Dominion** by **City** will be based on the actual costs incurred as determined after completion of construction.

IN WITNESS WHEREOF, the parties hereto have causes these presents to be executed by their duly authorized officers as of the day and year fist written above.

Questar Gas Company dba Dominion Energy Utah

By:_____

Date: _____

NIBLEY CITY

RECOMMENDED FOR APPROVAL:

By: _____ **By:_____**

Date: _____ **Date: _____**

Exhibit A

Description of Utility Work

Exhibit B

Cost Estimate

PO Box 130 · 300 North Industrial Park Road Coalville, UT 84017 · Phone (435) 336-2888 · Fax (435) 336-2513

To:	DOMINION ENERGY QUESTAR GAS	**Contact:**	Jeff Hinds
Address:		**Phone:**	801-201-6395
		E-Mail:	jeff.hinds@dominionenergy.com
Project Name:	NIBLEY FL136	**Bid Number:**	REV. 3
	PAVING EVALUATION	**Bid Date:**	April 20, 2021

☐ ***Bid Proposal*** ☑ ***Budget Proposal***

Scope of Work: ASPHALT PAVING ON 3200 SOUTH
FULL WIDTH REPLACMENT

Estimator: Jeremy Richins 801-244-8014

ITEM	DESCRIPTION	QTY	UM	UNIT PRICE	TOTAL
	FULL WIDTH REPLACEMENT MILL AND REPAVE 5" THICK ASPHALT				
	PAVING 5" THICK - Quantity budgeted is provided by JUB	15113	TON	$ 69.15	$ 1,045,063.95
	ROTOMILL 5.5" THICK - Quantity budgeted is provided by JUB	2681272	SFIN	$ 0.08	$ 214,501.76
	SUBTOTAL				**$ 1,259,565.71**
	DOMINION BUDGETED ASPHALT QUANTITY	3635	TON	$ 70.10	$ 254,813.50
	DOMINION BUDGETED ROTOMILL QUANTITY	550800	SFIN	$ 0.08	$ 44,064.00
	DOMINION BUDGETED				**$ 298,877.50**
	NIBLEY CITY ASPHALT PORTION FULL WIDTH REPLACMENT				**$ 960,688.21**
	Traffic Control - Provided by LeGrand for all paving	1	ls	$ 38,995.00	$ 38,995.00
	Adjust Manhole Lids (in Flare original scope)	28	ea		
	Lower and Abandon Water Valves	23	ea	$ 577.50	$ 13,282.50
	Lower and Raise Water Valves	30	ea	$ 764.50	$ 22,935.00
	Subtotal Additional Items				**$ 75,212.50**
	Traffic Control Credit for Flare not providing Traffic Control	1	ls	$ 16,500.00	$ 16,500.00
	Rotomill Credit to not mill plates in (12673 lf x 5.5' x 1")	69705	sfin	$ 0.08	$ 5,576.40
	Striping Credit for not striping original Scope	1	ls	$ 20,250.00	$ 20,250.00
	Subtotal Credit Items				**$ 42,326.40**
	Compaction of Roadbase (includes up to 5 passes with smooth drum cat 583 size roller) & Proof Roll with Water Truck After Rotomilling (testing done by others)	487504	sf	$ 0.033	**$ 16,087.63**
	Excavate Soft Spots	90	cy	$ 22.55	**$ 2,029.50**
	Soft Spot Repair (Import & Place A1A Granular Borrow)	90	cy	$ 29.15	**$ 2,623.50**
	Import, Place, and Compact Roadbase 1" thick	2708	ton	$ 15.29	**$ 41,405.32**
	Fine Grade Roadbase	487504	sf	$ 0.055	**$ 26,812.72**
	Traffic Control for Grade work	1	ls	$ 3,355.00	**$ 3,355.00**
	Subtotal Grading Items				**$ 92,313.67**
	TOTAL NIBLEY CITY COST				**$ 1,085,887.98**

Conditions & Exclusions:

1. Budget based on mutually agreeable terms, conditions and schedule.
2. Budget includes APWA asphalt mix with 15% RAP which is a $3.00/ton add from the 30% RAP mix
3. Striping to be provided by Nibley City
4.
5.
6.
7.

If you have any questions, please call me at (801) 244-8014.

Respectfully,

Jeremy Richins

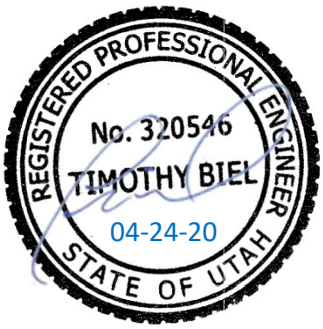
3200 South – SR 165 to 1600 West, Nibley

Pavement Evaluation

Prepared for:

Marcus Simons, JUB Engineers
Representing Nibley City

April 24, 2020



Prepared by:

Timothy D. Biel, M.S., P.E.
Faramarz Safazadeh Ph.D., E.I.T
PEPG Consulting, LLC

PEPG CONSULTING L.L.C.

3200 South – SR 165 to 1600 West, Nibley, Pavement Evaluation

Executive Summary

PEPG Consulting performed an evaluation of the existing 3200 South pavements from SR 165 to 1600 West in Nibley City, Utah. A review of the roadways identified the need for some significant rehabilitation or reconstruction for the 3200 South pavements due to significant structural and environmental degradation of the asphalt surfacing. The base layer is reasonably strong, therefore, **addressing only the existing surface layer** is recommended. The pavement is experiencing advanced block and alligator cracking.

The Recommended Alternative is the mill and overlay with 3" Hot Mix Asphalt cap that is either enhanced by fiber induction or accompanying a fabric layer beneath it. This approach is based on initial costs of the rehabilitation, although the mill and overlay approach is not expected to provide a full 20-year design. *If a full 20-year design is desired, the use of alternative I (surface replacement) is necessary.* The cost of surface replacement of the roadways, excluding the replacement of the soft layer with engineered fill, was also evaluated for both alternatives.

Introduction

The 3200 South project is an existing roadway located in Nibley, UT. PEPG Consulting has been contracted by JUB Engineers to perform a surface and subsurface evaluation of the pavement. These evaluations are to determine appropriate possible actions for maintenance/rehabilitation. The existing pavement conditions were determined for future rehabilitation alternatives that are appropriate for the roadway for Nibley City review and approval. A condition investigation of the existing pavement was performed as a part of the process. The recommendations for short and long-term rehabilitation alternatives were made with local industry pavement evaluation and design practices. This summary includes the field investigation and engineering evaluation of the pavement based on typical AASHTO and local practices for pavement analysis, design, and management.

Field Investigation

A field investigation was performed by PEPG Consulting personnel, including a visual distress survey and a subsurface investigation on April 2, 2020. The subsurface investigation included 8 cores taken from the 3200 South pavements. The road location is shown in Figure 1.

Dynamic Cone Penetrometer (DCP) testing was performed in each hole for use in the determination of base layer depth, subgrade depth and support evaluations. As field conditions were not at or above saturation levels, field California Bearing Ratio (CBR) values were adjusted for laboratory value estimates. DCP results are included in the appendix.

Roadway Findings

The following observations were made from the field investigation of the asphalt roadways.

- ✓ Curb and Gutter was partially present, and in good shape
- ✓ Pavement consisted of aged and oxidized asphalt surfacing with significant distress
- ✓ Significant Advanced Block and Map Cracking (environmental) throughout the pavements
- ✓ Large areas of severe alligator cracking were present
- ✓ No crack seal treatments were present
- ✓ The pavement appeared to have at least one thin sand seal/polymer surface treatment
- ✓ Sporadic edge failures are also present
- ✓ The surface of the asphalt is weathered and stripped.

Review of the asphalt surface identified primarily advanced block and alligator cracking. A good portion of alligator cracks are not crack sealed. The alligator cracking generally does not penetrate all the way through the asphalt. In general, the pavement has reached end of its fatigue life. No patched area was observed. Typical roadway surface conditions can be seen in Figure 2, Figure 3, and Figure 4.

The subsurface investigation of 3200 South Nibley identified asphalt thickness ranging from 4.5 to 6.5 inches thick, with an average of 5.1 inches. The asphalt cores exhibited high voids, and were visually intact with no signs of material deterioration. The pavement sections around core location 8 are exhibiting significant structural failure. This location has the thinnest asphalt surface, with thicknesses at or just under 5 inches (Figure 5). Base course thicknesses ranged from approximately 3 inches to 10 inches, with the majority around 9 inches. The support strength of the base material would be considered very good, with an average field CBR value of above 100%. All cores had refusal; therefore, subgrade values are considered. In general, the layer immediately below the base was very strong. A general pattern was found throughout the base and subgrade. Coring and field investigations summaries are shown in the appendix. Core photos are also included in the appendix.

Evaluation

Future traffic is estimated to be 611,000 ESALs. The curb and gutter, where present is in good condition, and the new pavement should match the existing elevation of the pavement to avoid drainage complications. The overall condition of the pavement surface is poor. The surfacing is brittle, has aged, and has significantly both map cracked and alligator cracked. The alligator cracking appears to be the typical result of advanced structural cracking due to brittle pavement material. The depth of the untreated base course is inconsistent. However, from a strength standpoint, it can support the future pavement surface. The subgrade below is generally in good condition from a support standpoint but it was not possible to assign an average CBR value due to the refusals. In addition, the CBR value of the subgrade at two cores were high but not enough to be considered refusal therefor, a value of 10% is considered for the design (maximum allowed in regular local design practices). The pavement surface is not in a condition to be addressed with minor rehabilitation.

The repair of the surface through the use of a penetrating seal is not a viable option due to the degradation of the surface layers and the depressions in the wheel paths. The reflective cracks will come up to the surface regardless of the surface treatment. The base course strength is sufficient and a minimum thickness of 6 inches is available throughout the majority of the roadway. Therefore, the mill and overlay process is can be considered appropriate with some considerations. A typical HMA overlay would be expected to exhibit map cracking (starting with longitudinal cracks from the current location of them) and reflective cracking in less than 5 years. If an overlay approach is used, it is recommended that a fabric layer application to be preceded before the HMA Cap. Another option with less construction challenges is the enhancement of the HMA layer with fiber.

In general, surface removal and replacement of the pavement is the default alternative to avoid management requirements of the mapping and coring of the inconsistencies. Full reconstruction is not recommended since the base is in good condition. In lieu of full surface replacement, the use of a fiber mix asphalt concrete overlay is recommended. A fabric layer can also be an option if construction challenges are not a concern. At a minimum, any major rehabilitation alternative requires at least 3” removal of the existing surface layer due to the severe condition of it as discussed and the need to place a new 3” surface of asphalt to the existing grades.

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Figure 1. 3200 South, Nibley Roadways and Core Locations

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Figure 2. Typical Surface Condition of the Pavement (alligator cracks)

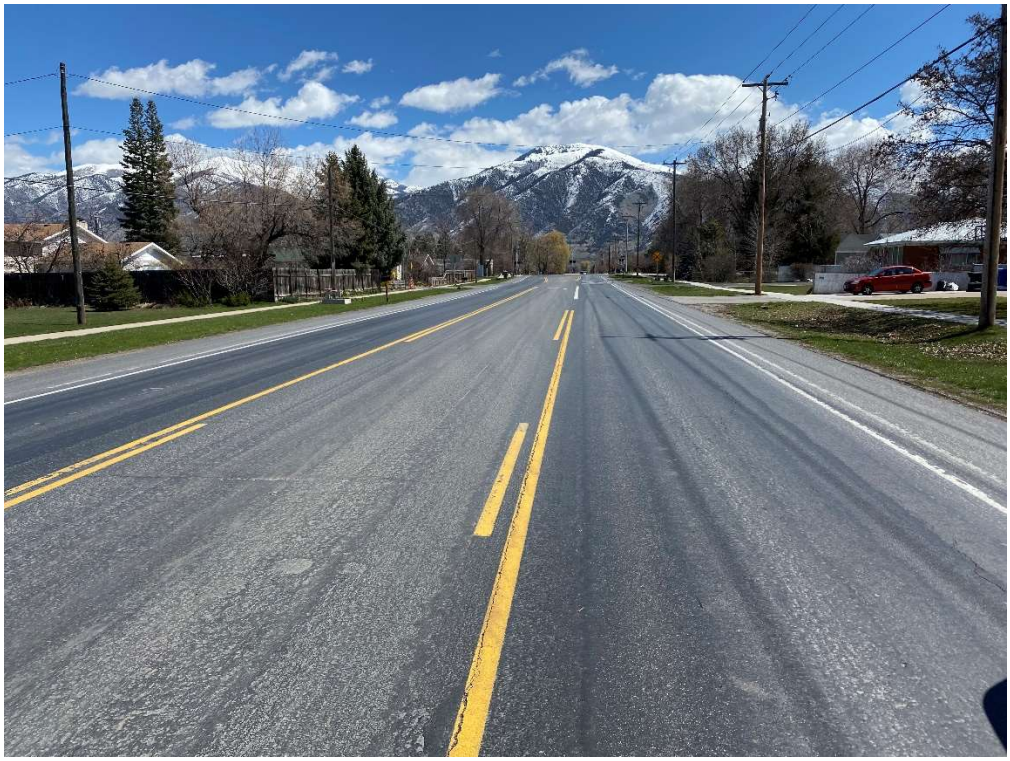

Figure 3. Typical Surface Condition of the Pavement (weathering)

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Figure 4. Street View of 3200 South (next to the LDS church)

Figure 5. Typical Poor Performing Surface at Core 8 location

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Design

The future traffic is limited to typical high-volume collector/low volume arterial traffic that includes semi-trucks, garbage trucks, delivery vehicles, school buses, etc. Typical 20-year ESAL loads for this road is expected to be below 611,000 ESALs. The calculated structural number is 2.8 using a CBR value of 10% (9400 psi), ESAL loading of 611,000, and the typical local design default inputs. The soft spots under the existing base layer will need to be repaired. Based on this calculation, the environmental durability design of the pavement is as important as the structural requirements. Table 1 shows the summary of two proposed alternatives for this project to achieve the required structural number needed (2.8). The cost of reconstruction of the roadways was evaluated and presented in the appendix to compare the fiscal condition of both alternatives. The subgrade soft spot repair costs are not included.

Table 1. Summary of the Alternatives

	Layers	Thickness (in)	Total Thickness (in)	SN	Cost ($)
Alternative I	HMA	**5**	5	2.8	$1,980,000
	EX. UTBC	8			
Alternative II	HMA*	3	3	NA	1,300,000

The first alternative consists of a 5" HMA cap over an existing untreated granular base (UTBC). This surface reconstruction alternative requires removal of the existing pavement surface. The existing base course material can be left in place. The application of a thinner than 5" HMA cap on top of the 8" UTBC is not recommended. A structural number of 1.73 for the HMA layer on top of the UTBC is required for the asphalt surface to bridge the untreated base course. This is shown in the second sheet of the alternative I design in the appendix.

The second alternative is the mill and overlay with 3" Hot Mix Asphalt cap that is either enhanced by fiber induction or accompanying a fabric layer beneath it to address reflective cracking. These applications will not eliminate reflective cracking, but will significantly reduce and delay the cracking.

Construction Concerns

- All alternatives require the removal of the pavement surface to lower the roadway profile. They are all designed not to change the elevation of the existing profile.
- Alternative II requires the existing pavement to be pulverized, graded (stabilized and compacted) on top of the compacted subgrade
- There are some concerns about reusing the base material. In lieu of incorporating all virgin materials, milling the existing surface layer to be used as a treated base layer establishes a bridging layer to provide consistent support without having to carry large quantities of base material for the project at a lower cost.
- All construction procedures and practices (either alternative) must be in accordance with the APWA specifications.

Summary and Recommendations

After reviewing field data, alternative approaches to rehabilitating the pavement were evaluated. The pavement cores are generally still intact and not all the way cracked, yet the roadway is experiencing major problems with block and alligator cracking. This is likely due to a brittle asphalt mix that is not capable of withstanding the strains the pavement is experiencing. The use of a mill/overlay approach to remove and replace the asphalt surface is a viable option due to the good performance of the UTBC material and the supportive subgrade. The UTBC material and subgrade layer are generally supportive enough. Additionally, a short-term option of seal-coating and patching

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is available. However, this is not expected to provide anything more than a delay of the long-term option due to the amount of current damage already present on the roadway.

The Recommended Alternative is the mill and overlay with 3" Hot Mix Asphalt cap that is either enhanced by fiber induction or accompanying a fabric layer beneath it. This approach is based on initial costs of the rehabilitation, although the mill and overlay approach is not expected to provide a full 20-year design. *If a full 20-year design is desired, the use of alternative I (surface replacement) is necessary.* The cost of surface replacement of the roadways, excluding the replacement of the soft layer with engineered fill, was also evaluated for both alternatives.

Untreated Base Course/HMA Cap (Alternative I)

Concept: Remove HMA surface, Remove UTBC, place 8" of Untreated base course, place 5" HMA surfacing.
Estimated Cost: $1,980,000
Expected Life: 20 + years, with multiple seal coats
Next Step: Typical seal coating in 2-3 years, followed by periodic crack sealing and subsequent seal coats in 7 to 8 years.

Enhanced HMA Cap (Alternative II)

Concept: Remove 3" of the HMA surface, place 3" Enhanced HMA surfacing.
Estimated Cost: $1,300,000
Expected Life: 15+ years, with multiple seal coats
Next Step: Typical seal coating in 2-3 years, followed by periodic crack sealing and subsequent seal coats in 7 to 8 years.

Construction and Materials Details

All designs and performance expectations are based on the use of quality materials and construction practices. It is our recommendation that the project materials and construction practices be performed under the ***current APWA – Utah Chapter standards*** using selected asphalt mixes designed to provide better environmental durability. Specific minimum materials properties to be included in the project are:

Paving Fabric:	APWA Section 31 05 19: Table 4 – Heavy Duty
Hot Mix Asphalt:	APWA Section 32 12 05: SP-1/2" or 3/8", PG58-28, 75G, 15% RAP Max
Untreated Base Course:	APWA Section 32 11 23: Class A Untreated Base Course
Pulverized Pavement Base Course:	Updated APWA Section 32 11 24: with Portland Cement Stabilizer (CTBC) – *PEPG will provide if this option is selected.*
Pavement Removal:	APWA Section 02 41 14: with Curb and Gutter
Pavement Marking:	APWA Section 32 17 23

Based on observations of field conditions and materials properties, it is recommended that the construction be observed by a qualified inspector to verify that proper materials design, placement, and construction practices are followed. In addition, PEPG can provide specifications that enforce responsibility for proper Quality Control (QC) efforts on the contractor, with verification of QC activities by the qualified inspector.

The typical AWPA tolerance for HMA paving is too large for this application. ***A smaller thickness tolerance of ± ¼" is recommended for the asphalt surface layer to avoid fatigue cracking in the future due to insufficient layer thickness.***

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LONG TERM MAINTENANCE

It is highly recommended that surface seals be placed on the pavements every 5 to 7 years throughout the life of the pavements as performance dictates.

Limitations

The conclusions and recommendations presented are professional opinions based on engineering experience and judgment. As the extent of the investigation and evaluation was limited, identification of all possible conditions is not guaranteed. A Review of the project did not include a review of design practices or standards other than those specifically indicated.

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APPENDIX

Field Coring Summary

DCP Results

AASHTO 1993 Pavement Design Calculations

Pavement Cost Summaries

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Project:	3200 S Nibley Pavement	**Location:**	SR 165 to 1600 W	**No of Cores:**	8
Date:	4/3/2020	**Performed By:**	FS		

Existing Pavement Information

Core #	Location	HMA							Base		Subgrade (CBR)	
		No of Layers	Depth 1st	Comments	Depth 2nd	Comments	Total Depth	Removal	Depth	CBR	In-situ	Lab (Est)
1	Core #1 1590 W 3200 S	2	3	Med. Void	4	Med. Void	7	None	9	90	30	17
2	Core #2 1370 W 3200 S	2	3	Deteriorating, High Voids	3	Low Void	6	None	10	100	REFUSAL	
3	Core #3 1197 W 3200 S	2	3	Deteriorated	3	High Void	6	None	10	90	60	33
4	Core #4 950 W 3200 S	1	5	Very High Void	0	0	5	None	11	95	REFUSAL	
5	Core #5 730 W 3200S	1	5	Low Void	0	0	5	None	6	100	REFUSAL	
6	Core #6 397 W 3200 S	2	2	Very High Void	3	Low Void	5	None	3	100	REFUSAL	
7	Core #7 230 W 3200 S	2	2	Very High Void	2	High Void	5	None	5	100	REFUSAL	
8	Core #8 95 W 3200 S	2	2	Very High Void	3	Cracked, High Voids	5	None	7	100	REFUSAL	
avg.							***5.1***		***7.6***			

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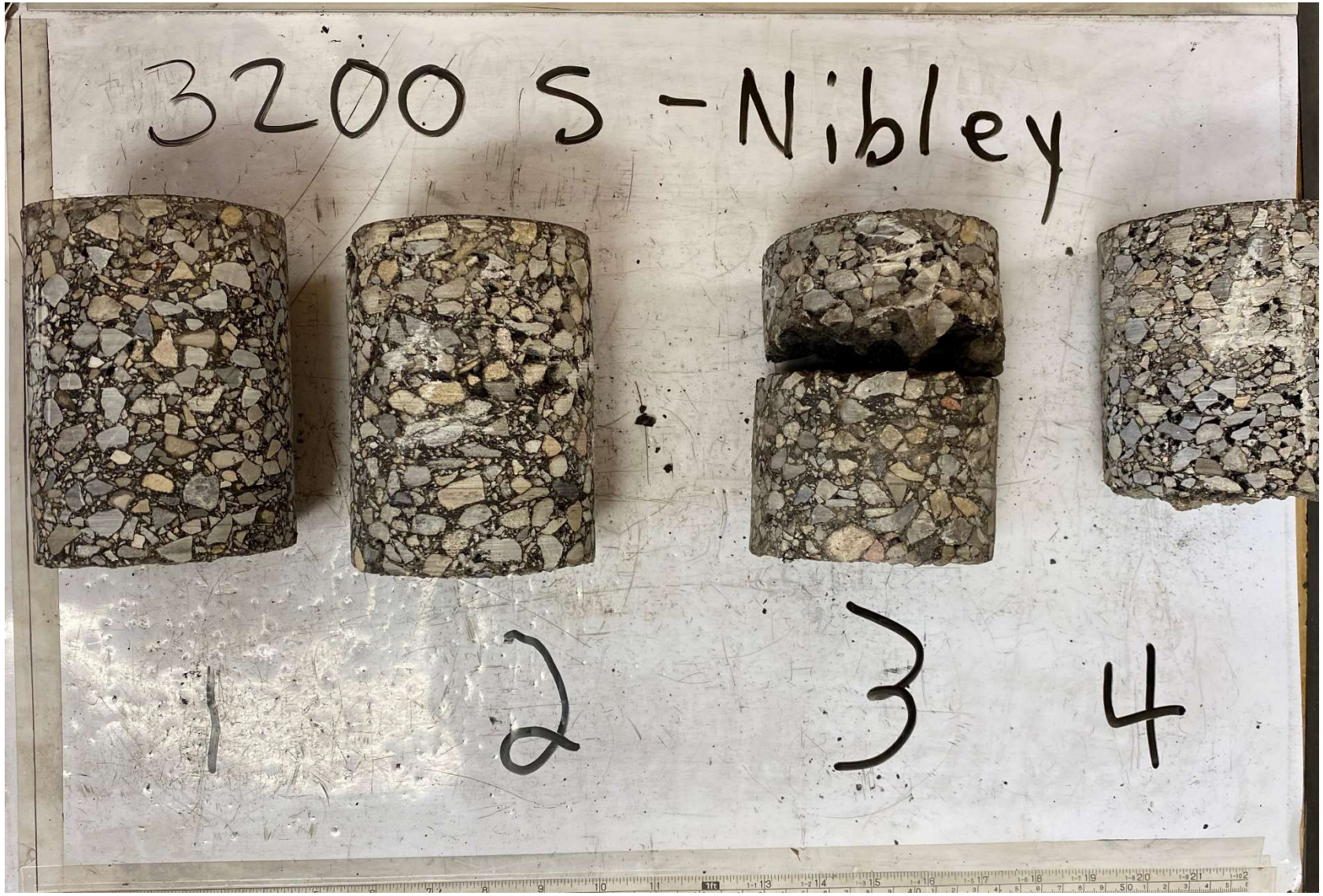

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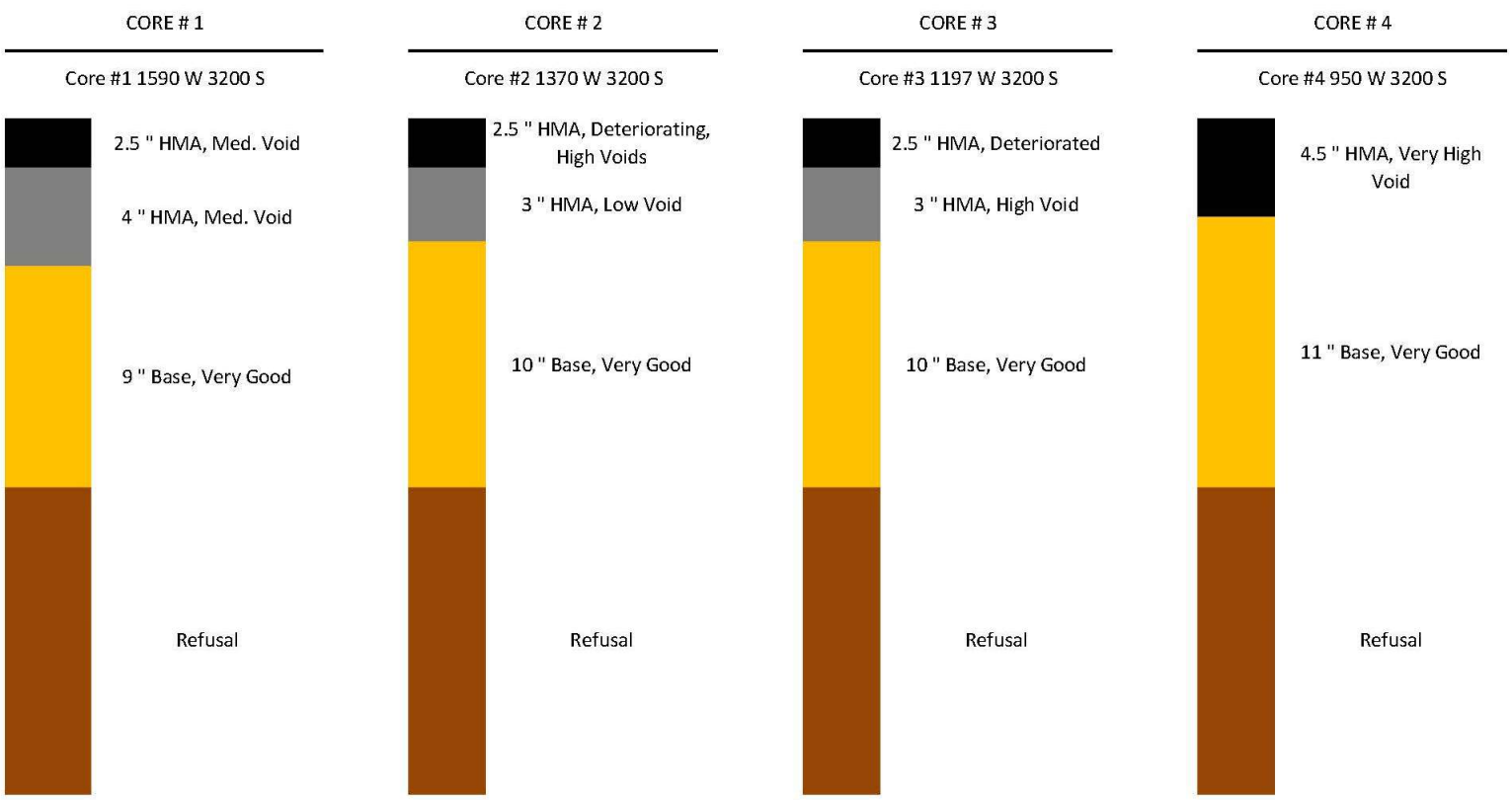
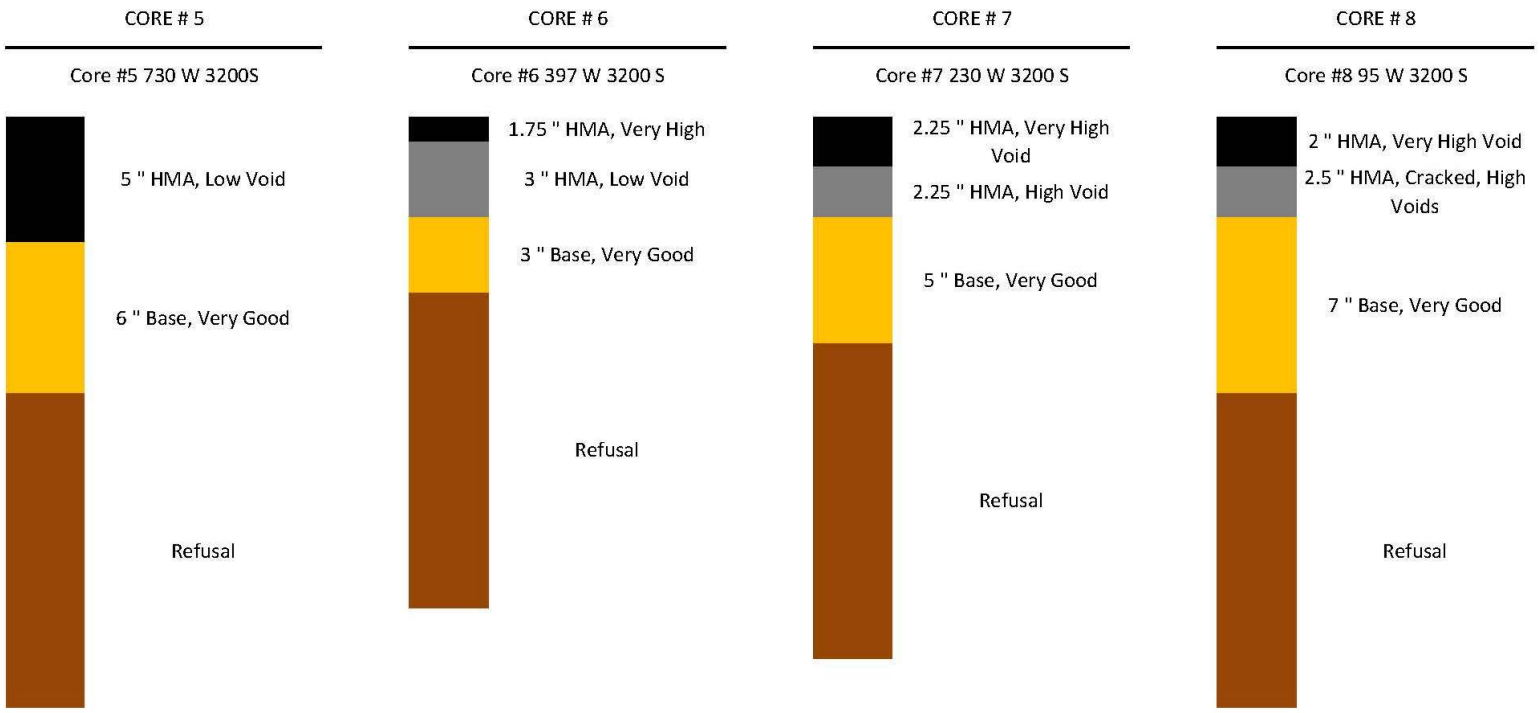
Project: 3200 S Nibley Pavement **Location:**

Date: 4/3/2020 **Performed By:** FS




CORE # 5
Core #5 730 W 3200S
5 " HMA, Low Void
6 " Base, Very Good
Refusal
CORE # 6
Core #6 397 W 3200 S
1.75 " HMA, Very High
3 " HMA, Low Void
3 " Base, Very Good
Refusal
CORE # 7
Core #7 230 W 3200 S
2.25 " HMA, Very High Void
2.25 " HMA, High Void
5 " Base, Very Good
Refusal
CORE # 8
Core #8 95 W 3200 S
2 " HMA, Very High Void
2.5 " HMA, Cracked, High Voids
7 " Base, Very Good
Refusal

DCP TEST DATA

Project: *3200 S Nibley Pavement*
Location: Core #1 1590 W 3200 S
Date: 3-Apr-20
Soil Type(s): Type in the soil type

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	1
1	234	1
5	258	1
10	285	1
10	307	1
10	327	1
10	351	1
10	372	1
10	397	1
10	418	1
10	436	1
10	459	1
10	485	1
10	519	1
5	544	1
5	575	1
3	597	1
3	622	1
2	642	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
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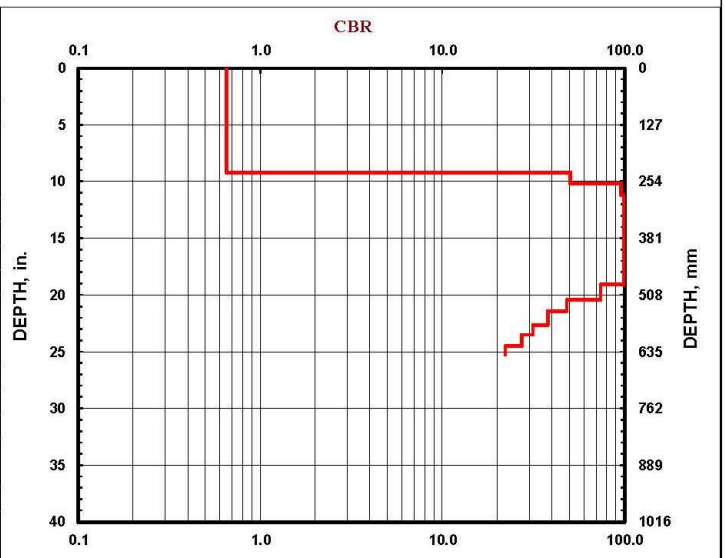

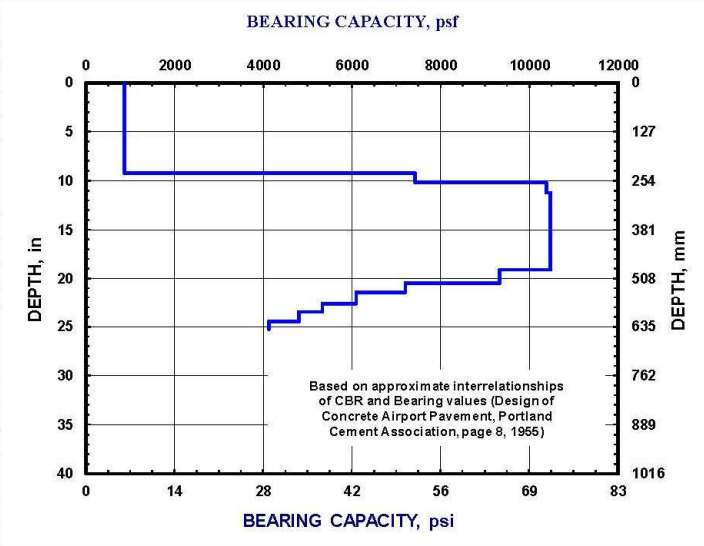

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DCP TEST DATA

Project: *3200 S Nibley Pavement* Date: 3-Apr-20

Location: Core #2 1370 W 3200 S Soil Type(s): Type in the soil type

Hammer: ○ 10.1 lbs. ◉ 17.6 lbs. ○ Both hammers used

Soil Type: ○ CH ○ CL ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	1
1	151	1
5	167	1
10	188	1
10	207	1
10	220	1
10	233	1
10	248	1
10	261	1
10	272	1
10	283	1
10	295	1
10	305	1
10	313	1
10	322	1
10	335	1
10	345	1
10	358	1
10	369	1
10	380	1
10	391	1
10	399	1
10	407	1
10	416	1
10	424	1
10	430	1
10	435	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
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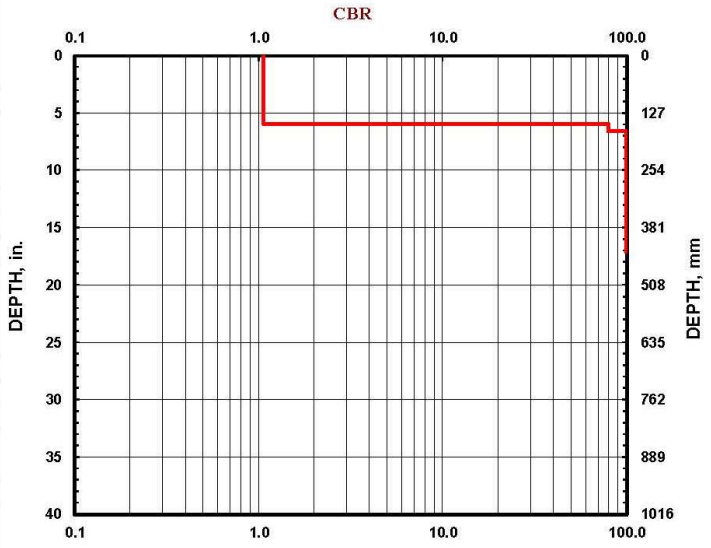

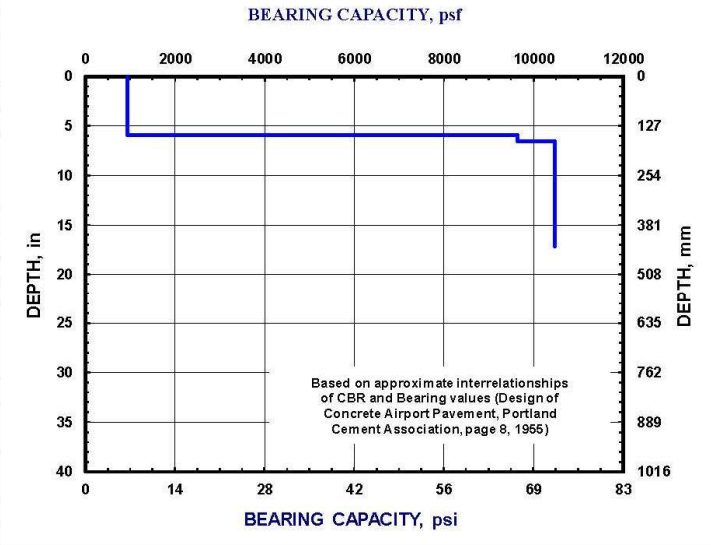

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DCP TEST DATA

Project: *3200 S Nibley Pavement* Date: 3-Apr-20

Location: Core #3 1197 W 3200 S Soil Type(s): Type in the soil type

Hammer: ○ 10.1 lbs. ● 17.6 lbs. ○ Both hammers used

Soil Type: ○ CH ○ CL ● All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	1
1	205	1
8	225	1
8	245	1
8	265	1
8	275	1
10	300	1
10	322	1
10	344	1
10	365	1
10	389	1
10	410	1
10	432	1
10	460	1
5	475	1
5	497	1
5	515	1
5	537	1
5	560	1
5	575	1
5	590	1
5	610	1
5	627	1
5	643	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
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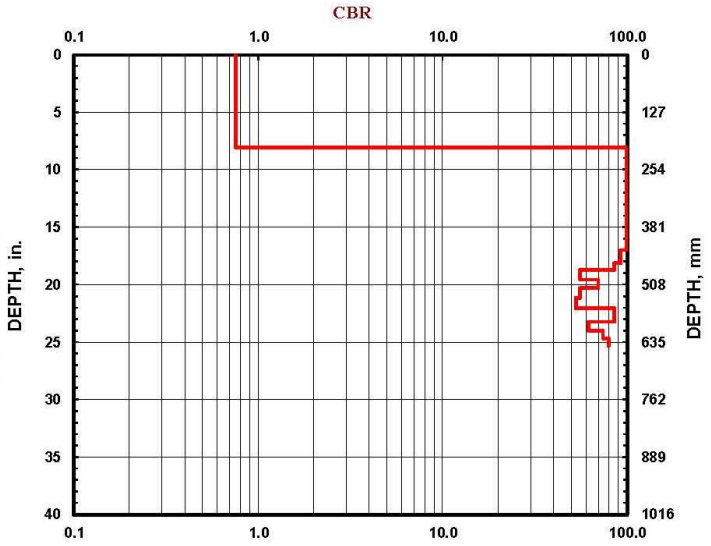
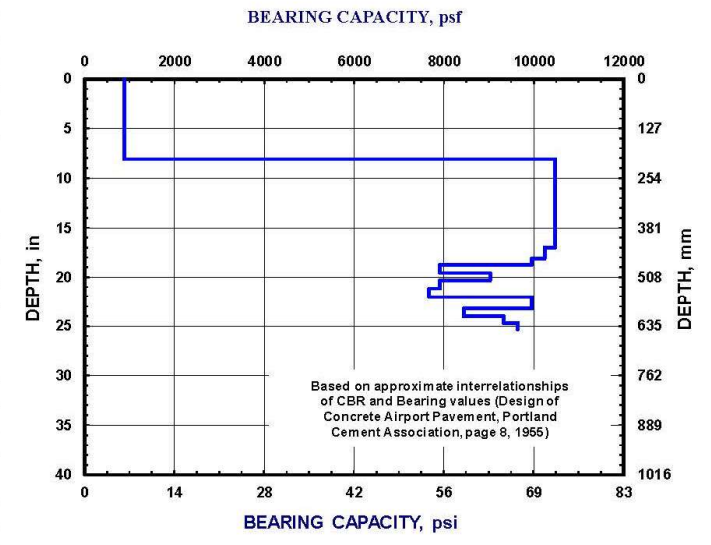
0	0	1
0	0	1





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DCP TEST DATA

Project: *3200 S Nibley Pavement*
Location: Core #4 950 W 3200 S
Date: 3-Apr-20
Soil Type(s): Type in the soil type

Hammer
- ○ 10.1 lbs.
- ● 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ● All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	1
1	135	1
5	150	1
10	170	1
10	190	1
10	215	1
10	244	1
10	255	1
10	266	1
10	274	1
10	280	1
10	292	1
10	301	1
10	311	1
10	319	1
10	330	1
10	338	1
10	350	1
10	360	1
10	369	1
10	380	1
10	390	1
10	397	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
0	0	1
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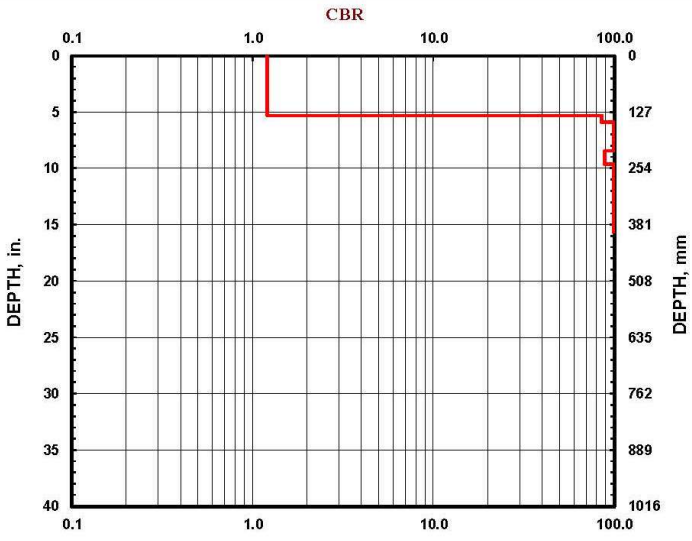
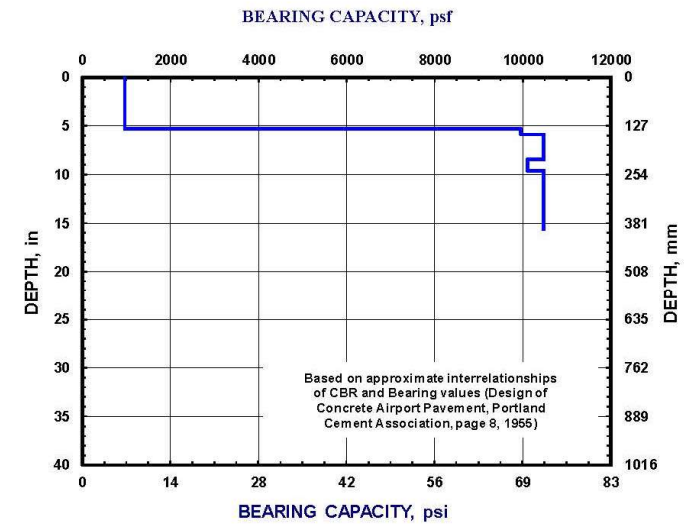
0	0	1





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DCP TEST DATA

Project: *3200 S Nibley Pavement*
Location: Core #5 730 W 3200S
Date: 3-Apr-20
Soil Type(s): Type in the soil type

Hammer
- ○ 10.1 lbs.
- ◉ 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ◉ All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	1
1	156	1
5	170	1
10	186	1
10	198	1
10	208	1
10	223	1
10	230	1
10	243	1
10	248	1
10	258	1
10	264	1
10	273	1
10	279	1
10	285	1
10	289	1
0	0	1
0	0	1
0	0

DCP TEST DATA

Project: *3200 S Nibley Pavement* Date: 3-Apr-20

Location: Core #6 397 W 3200 S Soil Type(s): Type in the soil type

Hammer: ○ 10.1 lbs. ● 17.6 lbs. ○ Both hammers used

Soil Type: ○ CH ○ CL ● All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	1
1	136	1
5	155	1
10	170	1
10	178	1
10	184	1
10	195	1
10	200	1
10	212	1
0	0	1
0	0	1
0	0

DCP TEST DATA

Project: *3200 S Nibley Pavement*
Location: Core #7 230 W 3200 S
Date: 3-Apr-20
Soil Type(s): Type in the soil type

Hammer
- ○ 10.1 lbs.
- ● 17.6 lbs.
- ○ Both hammers used

Soil Type
- ○ CH
- ○ CL
- ● All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	1
1	128	1
5	152	1
10	165	1
10	180	1
10	188	1
10	200	1
10	210	1
10	221	1
10	227	1
10	232	1
10	240	1
10	249	1
10	260	1
0	0	1
0	0	1
0	0

DCP TEST DATA

Project: *3200 S Nibley Pavement* Date: 3-Apr-20

Location: Core #8 95 W 3200 S Soil Type(s): Type in the soil type

Hammer: ○ 10.1 lbs. ● 17.6 lbs. ○ Both hammers used

Soil Type: ○ CH ○ CL ● All other soils

No. of Blows	Accumulative Penetration (mm)	Type of Hammer
0	0	1
1	128	1
5	146	1
10	160	1
10	176	1
10	196	1
10	213	1
10	235	1
10	253	1
10	273	1
10	289	1
10	305	1
10	309	1
0	0	1
0	0	1
0	0

WinPAS

Pavement Thickness Design According to

1993 AASHTO Guide for Design of Pavements Structures

American Concrete Pavement Association

Flexible Design Inputs

Project Name: 3200 Nibley Project
Route: Major Arterial
Location: 3200 S from SR 165 to 1600W
Owner/Agency: JUB Engineering
Design Engineer: Recons Des Alt I

Flexible Pavement Design/Evaluation

Structural Number	2.80		**Subgrade Resilient Modulus**	9,500.00	**psi**
Total Flexible ESALs	611,049		**Initial Serviceability**	4.50	
Reliability	90.00	**percent**	**Terminal Serviceability**	2.00	
Overall Standard Deviation	0.45				

Layer Pavement Design/Evaluation

Layer Material	Layer Coefficient	Drainage Coefficient	Layer Thickness	Layer SN
Asphalt Cement Concrete	0.40	1.00	5.00	2.00
Untreated Base Course	0.10	1.00	8.00	0.80
			Σ SN	2.80

Thursday, April 9, 2020 8:35:26PM Engineer: Faramarz Safazadeh, PEPG consultant

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WinPAS

Pavement Thickness Design According to

1993 AASHTO Guide for Design of Pavements Structures

American Concrete Pavement Association

Flexible Design Inputs

Project Name: 3200 Nibley Project
Route: Major Arterial
Location: 3200 S from SR 165 to 1600W
Owner/Agency: JUB Engineering
Design Engineer: Recons Des Alt I - HMA Cap

Flexible Pavement Design/Evaluation

Structural Number	1.73		**Subgrade Resilient Modulus**	35,567.30	**psi**
Total Flexible ESALs	611,049		**Initial Serviceability**	4.50	
Reliability	90.00	**percent**	**Terminal Serviceability**	2.00	
Overall Standard Deviation	0.45				

Layer Pavement Design/Evaluation

Layer Material	Layer Coefficient	Drainage Coefficient	Layer Thickness	Layer SN
Asphalt Cement Concrete	0.40	1.00	5.00	2.00
			ΣSN	2.00

Wednesday, April 22, 2020 12:46:20PM

Engineer: Faramarz Safazadeh, PEPG consultant

WinPAS

Pavement Thickness Design According to

1993 AASHTO Guide for Design of Pavements Structures

American Concrete Pavement Association

Flexible Design Inputs

Project Name: 3200 Nibley Project
Route: Major Arterial
Location: 3200 S from SR 165 to 1600W
Owner/Agency: JUB Engineering
Design Engineer: Recons Des Alt II

Flexible Pavement Design/Evaluation

Structural Number	2.80		**Subgrade Resilient Modulus**	9,500.00	**psi**
Total Flexible ESALs	611,049		**Initial Serviceability**	4.50	
Reliability	90.00	**percent**	**Terminal Serviceability**	2.00	
Overall Standard Deviation	0.45				

Layer Pavement Design/Evaluation

Layer Material	Layer Coefficient	Drainage Coefficient	Layer Thickness	Layer SN
Asphalt Cement Concrete	0.40	1.00	4.00	1.60
Cement Treated Agg. Base	0.30	1.00	4.00	1.20
			ΣSN	2.80

Wednesday, April 22, 2020 12:48:23PM

Engineer: Faramarz Safazadeh, PEPG consultant

Pavement Rehabilitation Cost Estimate

Target SN: *2.8*

Reconstruction Pavement Section - Not Recommended										
Item	Cost		Unit	Unit Weight			Depth (in)	SN	Cost	
Hot Mix Asphalt (HMA)	**$ 100.00**		**Ton**	**148**	**lb/ft^3**	**0.40**	**5**	**2.00**	**$ 27.75**	**per SY**
Roadway Excavation (Road Ex)	**$ 9.00**		**CY**	**138**	**lb/ft^3**		**5**	**2.80**	**$ 1.25**	**per SY**
							Mob/TC/Misc	30%	$ 8.7	per SY
Structural Design	*20*		*YR*						$ 37.7	per SY

Fiber induced HMA Pavement Section - Recommended										
Item	Cost		Unit	Unit Weight			Depth (in)	SN	Cost	
Hot Mix Asphalt (HMA)	**$ 100.00**		**Ton**	**148**	**lb/ft^3**	**0.40**	**3**	**1.20**	**$ 16.65**	**per SY**
Fiber	**$ 20.00**		**CY**	**100**	**lb/ft^3**		**3**	**NA**	**$ 1.67**	**per SY**
Roadway Excavation (Road Ex)	**$ 9.00**		**CY**	**138**	**lb/ft^3**		**3**	**1.20**	**$ 0.75**	**per SY**
							Mob/TC/Misc	30%	$ 5.72	per SY
Structural Design	*20*		*YR*						$ 24.79	per SY

Fabric layer and HMA Pavement Section - Recommended										
Item	Cost		Unit	Unit Weight			Depth (in)	SN	Cost	
Hot Mix Asphalt (HMA)	**$ 100.00**		**Ton**	**148**	**lb/ft^3**	**0.40**	**3**	**1.20**	**$ 16.65**	**per SY**
Untreated Base Course (UTBC)	**$ 1.60**		**SY**	**100**	**lb/ft^3**		**NA**	**NA**	**$ 1.60**	**per SY**
Roadway Excavation (Road Ex)	**$ 9.00**		**CY**	**138**	**lb/ft^3**		**3**	**1.20**	**$ 0.75**	**per SY**
							Mob/TC/Misc	30%	$ 5.70	per SY
Structural Design	*20*		*YR*						$ 24.70	per SY

Project alternatives	Immediate Cost	*Annual Cost*
Reconstruction Pavement Section - Not Recommended	$1,980,569.59	*$124,761.83*
Fiber induced HMA Pavement Section - Recommended	$1,301,491.95	*$65,074.60*
Fabric layer and HMA Pavement Section - Recommended	$1,296,941.95	*$64,847.10*

Project Length	10500	ft
Project Width	45	ft
Project Area	52,500.00	ft^2

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J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: **57-20-014-xxx**
J-U-B Project Manager: **Marcus Simons**

This Agreement entered into and effective this _____ day of May 2021**,** between Nibley City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: perform Construction Engineering Manegement (CEM) Services for the 3200 South Repaving Project hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name		Work telephone	
	Address		Home/cell phone	
			FAX telephone	
			E-mail address	

For J-U-B:

1.	Name	**Marcus Simons**	Work telephone	**435-713-9514**
	Address	**1047 South 100 West Suite 180**	Cell phone	**435-770-5979**
		Logan, UT 84321	FAX telephone	
			E-mail address	**msimons@jub.com**

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1.** A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

NAME

STREET

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
1047 South 100 West Suite 180

STREET
Logan/UT/84321

CITY / STATE / ZIP CODE

BY (Signature)
Zan Murray

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee

☒ **Attachment 2** – Special Provisions

☒ **Standard Exhibit A** – Construction Phase Services

REV: 5/20

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement , award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars ($25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 3200 South Repaving Project CEM

CLIENT: Nibley City

J-U-B PROJECT NUMBER: 57-20-014-xxx

ATTACHMENT TO:

☒ **AGREEMENT DATED: 5/13/2021**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

J-U-B Engineers Inc. has been hired by Nibley City to perform Construction Engineering Management (CEM) services for the 3200 South Repaving Project 3200 South between SR-165 and US 89/91 in Nibley, UT. This work includes general oversight of the construction phase of the project including construction observation, submittal and pay request review. The primary purpose of the work will be to observe and document that the work in the field is meeting the intent of the project design and specifications.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

1. Task 100 – Construction Engineering Management

J-U-B will provide CEM services during the construction phase of the project. These services will be provided on a time and materials basis for the work that is necessary.

a. Subtask 101 – Project Management

(i) Activities and Assumptions:

i. J-U-B will monitor and report project status, budget and schedule for the duration of the construction phase of the project. Weekly updates will be provided to the city via email on key points of interest related to schedule, project status and budget. This subtask will also include project invoicing and setting up these tasks in our accounting software.

(ii) Deliverables:

i. Periodic update on key points of interest during the project
ii. Project invoices

b. Subtask 102 – Construction Meetings

(i) Activities and Assumptions:

i. J-U-B will coordinate and notify all interested parties to attend a preconstruction conference prior to contractor mobilization on the project. The interested parties will include Nibley City, the contractor, subcontractors, the design engineer, and utility companies. J-U-B will attend

and conduct the pre-construction meeting. Following the meeting J-U-B will prepare and distribute meeting minutes to attendees.

ii. J-U-B will participate in a pre-paving meeting before the first phase of pavement installation to coordinate Traffic control, testing requirements and testing logistics, and scheduling of the work.

iii. J U-B will schedule and conduct weekly project partnering meeting with Nibley City, the contractor, subcontractors, design engineer (as needed), and utility companies (as needed) to discuss the project progress, schedule, and resolve project related issues. This scope of service assumes up to six (6) partnering/ coordination meetings.

iv. When the contractor has completed the project, a substantial completion walkthrough followed by a final completion walkthrough will be performed by J-U-B to review that the project has been completed in a suitable manner. A punch list will be generated from the substantial completion walkthrough. A letter of completion will also be sent to the city after the Final walkthrough.

(ii) Deliverables:

i. Preconstruction Meeting Agenda
ii. Preconstruction Meeting Minutes
iii. Construction Meeting Agenda
iv. Construction Meeting Minutes
v. Substantial Completion Punch List
vi. Final Completion Letter

2. Task 200 – Construction Administration

J-U-B will provide construction administration services during the construction phase of the project. These services will be provided on a time and materials basis for the work that is necessary. Due to unknowns associated with the nature of construction work the estimated hours may vary depending on the contractor's schedule to perform the work. J-U-B's effort may exceed the level of effort outlined in this contract in order to provide the desired level of service to Nibley City. The intent of this scope is to provide an estimate of what these services could entail, with flexibility as becomes necessary.

a. Subtask 201 – Construction Observation (40 working days)

(i) Activities and Assumptions:

i. As J-U-B is not the engineer of record on the project, time will be spent by the project team to get familiar with the plans and specifications.

ii. J-U-B will actively observe the Contractor's work that is addressed in the plans and specifications. We will provide observation and documentation that the contractor is constructing the project in general conformance with the plans and specifications. We anticipate observing construction on a Twenty (20) hrs. per week basis. We anticipate the contractor working on the project in 3 phases. Each phase is anticipated to last two (2) weeks each.

i. A site visit diary will be kept, which will include weather, work performed, and general information.

ii. A photo diary will be created from pre-construction to final completion. The diary will include .jpeg format files organized in weekly folders. Digital copies of the photos will be submitted to Nibley City at the completion of the project.

~~iii. The construction observer representative will be available to answer questions from the residents and deal with their concerns during the construction of the project.~~

iv. J-U-B will visually observe the materials being installed; however, J-U-B is not responsible for quality control testing.

v. J-U-B will monitor the contractor's traffic control and safety effort.

vi. Duties and responsibilities will be as outlined in the attached Standard Exhibit A.

(ii) Deliverables:

i. Construction Observation Reports
ii. Construction Photos

b. Subtask 202 – Pay Request Review

(i) Activities and Assumptions:

i. J-U-B will review monthly partial payment estimates prepared by the contractor in a format acceptable by Nibley City. If quantities on the application differ from what is observed in the field, J-U-B will work with the Contractor to assure that the payment quantity and the installed quantity agree. This scope assumes using the EJCDC Pay Application form C-620. Payment will be made in accordance with the contract documents and specifications. This scope of services assumes up to three (3) payment estimates.

ii. J-U-B will prepare and document change orders and submit to Nibley City for approval. This scope of services assumes up to one (1) change order.

(ii) Deliverables:

i. Review pay application from contractor (up to three (3))

ii. Change order documentation (up to one (1))

c. Subtask 203 – Submittal Review

(i) Activities and Assumptions:

i. J-U-B will review submittals and material certifications from the Contractor and review them with the project specifications. The assumed submittal reviews include:

(a) Contractor's Schedule

(b) Traffic Control plan

(c) Construction Materials (Concrete mix designs, HMA, aggregate material, etc.)

(ii) Deliverables:

i. Submittal Reviews

d. Subtask 204 – Quality Control Review

(iii) Activities and Assumptions:

i. J-U-B will coordinate with the quality control testing firm to review that the correct type and quantity of tests are being taken in the field.

ii. J-U-B will review and organize the testing results received from the quality control testing firm. The results will be compared to the required testing result standards as set forth in the specifications.

(iv) Deliverables:

i. Organized test results to be submitted to the city at the end of the project

e. Subtask 205 Construction Surveying

(v) Activities and Assumptions:

iii. J-U-B will survey and provide "red head" stakes for the elevation of the road base after the rotomilling and initial compaction is complete.

iv. J-U-B will survey and provide markings for the final striping on the finished surface of the asphalt.

(vi) Deliverables:

ii. Red-head stakes for the road base

iii. Survey markings on the asphalt for the final striping

3. Task 300 – Project Closeout

a. Subtask 301 – Project Closeout

(iii) Activities and Assumptions:

i. J-U-B will provide closeout documentation to the contractor. This documentation includes the substantial and final completion certificates.

ii. J-U-B will maintain the punch list between the substantial and final completion phases of the project and will do so until final completion is approved from Nibley City.

(iv) Deliverables:

ii. Substantial and Final Completion Certificates

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. **CLIENT-Provided Work -** CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 1 that may be required for the project including, but not limited to:

1. Nibley City will contract with a Quality Control Materials Testing Firm for density and HMA testing services.

B. **Project Unknowns/ Assumptions** – There are a few unknowns typical of construction activities, including, but not limited to:

1. Underground issues that could be encountered during construction.
2. Actual duration time for the contractor to complete the work.
3. Duration for utility companies to complete their work within the project limits.
4. Effort needed to observe construction is in general conformance with project plans and specifications.
5. Amount of time to review project submittals.

C. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

PART 4 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control. See the attached "Project Schedule" for further detailed information.

Task Number	Task Name	Anticipated Schedule
100	CE Management	May 2021 – July 2021
200	Construction Administration	May 2021 – July 2021
300	Project Closeout	July 2021 – Aug 2021

PART 5 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
    a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
    c. Client shall pay J-U-B for J-U-B's Subconsultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. The estimated fee amounts for each task are presented in the attached "Work Breakdown Structure Summary".

C. J-U-B will notify the CLIENT at such time they become aware of a possible exceedance of the estimated fee.

D. Period of Service: If the period of service for the task identified above is extended beyond 8 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.

E. **All tasks related to this contract will be billed on a time and materials basis. The fees listed for these tasks are estimations based on past experience. The actual fee amounts will vary depending on the construction Contractor selected to perform the work and based on project unknowns. The Contractor is responsible to apply for, obtain, and adhere to the terms and conditions of Storm Water Discharge Permits including but not limited to SWPPPs.**

Exhibit(s):

- Work Breakdown Structure Summary
- Standard Exhibit A – Construction Phase Services

WORK BREAKDOWN STRUCTURE SUMMARY

BASIS OF FEE ESTIMATE

Project Title, Client: CM3200SouthRepave, Nibley City
Project Number: 57-21-014
Prepared By: PRW

Task Number	Subtask Number	Task/Subtask Name	Total Number of Staff Hours	Total Compensation
100		**CE Management**	**30**	**$4,462**
100	101	Project Management	6	$918
100	102	Construction Meetings	19	$2,800
200		**Construction Administration**	**239**	**$32,822**
200	201	Construction Observation	180	$24,804
200	202	Payment Review	14	$1,946
200	203	Submittal Review	5	$800
200	204	Construction Surveying	30	$4,610
300		**Project Closeout**	**11**	**$1,569**
300	301	Project Close-Out	11	$1,569
TOTAL			**280**	**$38,853**

J-U-B ENGINEERS INC. Staff Name	Hourly Billing Rate	Scheduled Hours
Marcus Simons	$148.00	9
Paul Willardson	$163.00	42
Colton Smith	$135.00	199
Matt Gillins	$127.00	30

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

Client Name: Nibley City **Project**: 3200 South Repaving Project CEM

The Agreement for Professional Services dated May , 2021 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

NOTE on Coronavirus: *The contractor and contractor's COVID-19 Site Supervisor are responsible for full monitoring, compliance, and enforcement of the contractor's plan. J-U-'s review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.*

J-U-B does not have authority over or responsibility for safety precautions (including the COVID-19 plan and compliance) related to the work of the contractor(s), or for any failure of contractor(s) to comply with applicable laws, rules, regulations, ordinances, codes, or orders. CLIENT agrees to indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs associated with Contractor's site safety, including their COVID-19 compliance program.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

☒ Yes
☐ No

1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

☐ Yes
☒ No

2. *Pre-Construction Conference.* Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. Periodic Site Visits by J-U-B. Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☒ No

b. Resident Project Representative ("RPR"). When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

J-U-B's review or other actions related to the contractor COVID-19 plan do not extend to the means, methods, techniques, sequences, or procedures of construction or to the safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

☒ Yes
☐ No

10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.

☒ Yes
☐ No

11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

☒ Yes
☐ No

12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.

☒ Yes
☐ No

13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.

☒ Yes
☐ No

14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.

☒ Yes
☐ No

15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

☐ Yes
☒ No

1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.

☐ Yes
☒ No

2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.

☐ Yes
☒ No

3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.

☐ Yes
☒ No

4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.

☒ Yes
☐ No

5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

☐ Yes
☒ No

6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.

☐ Yes
☒ No

7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.

☐ Yes
☒ No

8. *Warrantee Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.

☐ Yes
☒ No

9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.

2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.

3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.

4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.

5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.

6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.

7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).

8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).

9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.

10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.

2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.

6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.

7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.

8. *Review of Work and Rejection of Defective Work.*

   a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

   b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval**.**

9. *Inspections, Tests, and System Startups.*

   a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.

   b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.

   c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.

   d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.

10. *Records.*

   a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.

   b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.

   c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

   d) Maintain records for use in preparing documentation of the Work.

   e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

   a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

   b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.

   c) Furnish to CLIENT copies of all inspection, test, and system startup reports.

   d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished

by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

    a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.

    b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.

    c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.

    d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .

3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.

6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.

7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.

8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.

2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.

3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.

4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

J·U·B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Replace Section "BASIS OF FEE" on pg. 2 of the Agreement for Professional Services with the following:

BASIS OF FEE
The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices, provided that J-U-B obtained CLIENT's written authorization for the work of the sub-consultant.
Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

Replace Section "TERMINATION" on pg. 4 of the Agreement for Professional Services with the following:

TERMINATION
The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for work completed and Services and Additional Services rendered. and for expenses incurred. In addition to any other remedies at law or equity, and notwithstanding the limitation on damages contained herein, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid as damages a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

Replace Section "LIMITATION PERIODS" on pg. 4 of the Agreement for Professional Services with the following:

LIMITATION PERIODS
For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services unless CLIENT was unable to discover or exercise the claim due to any action by J-U-B to conceal, mislead, or otherwise prevent CLIENT from discovering or exercising the claim, in which case the claim shall be deemed to have accrued upon the date that CLIENT knew or in the exercise of reasonable diligence should have known of the claim.

Replace the first paragraph of the "CONSTRUCTION PHASE ADDITIONAL SERVICES" section on pg. A-5 of the Agreement for Professional Services Standard Exhibit A - Construction Phase Services with the following:

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge and written consent of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

Add the Following paragaraph under the "INDEMNIFICATION" section on pg. A-8 of the Agreement for Professional Services Standard Exhibit A - Construction Phase Services:

CLIENT shall not be obligated to indemnify, defend, or hold harmless J-U-B if the liability, obligation, or loss was caused by either (1) the negligence or willful misconduct of J-U-B, or (2) J-U-B's breach of any term or provision of this Agreement.

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

J-U-B ENGINEERS, INC. | THE LANGDON GROUP a J-U-B Company | GATEWAY MAPPING INC. a J-U-B Company — OTHER J-U-B COMPANIES

Project Title, Client: CM3200SouthRepave, Nibley City

Project Number: 57-21-014

Prepared By: PRW

			Simons, Marcus	Willardson, Paul	Smith, Colton	Gillins, Matthew
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Engineer - Lead	Project Engineer - Lead	Project Engineer	Professional Land Surveyor
100		**CE Management**	**8**	**11**	**11**	**0**
100	**101**	**Project Management**	**4**	**2**	**0**	**0**
		Set up project in Vision	1			
		Monitor and report project status, budget and schedule	2	2		
		Monthly invoicing	1			
100	**102**	**Construction Meetings**	**3**	**7**	**9**	**0**
		Preconstruction Meeting	1	2	2	
		Prepaving Meeting		1	2	
		Progress meeting		3	3	
		Substantial Completion Walk Through	2	2	2	
		Final Completion Walk Through	1	1	2	
200		**Construction Administration**	**1**	**28**	**180**	**30**
200	**201**	**Construction Observation**	**0**	**18**	**162**	**0**
		Plan and Specification Debrief		2	2	
		Rotto Mill (3 day activity/phase)		4	20	
		Proof Rolll (2 day activity/phase)		4	40	
		Paving (5 Day activity/phase)		8	100	
200	**202**	**Payment Review**	**0**	**2**	**12**	**0**
		Pay Request Review (Assumed 3)		1	6	
		Change Order Generation and Review (Assumed 1)		1	6	
200	**204**	**Construction Surveying**	**0**	**0**	**0**	**30**
		Road Basse Grade Elevation stakes				15
		Striping Plan survey and layout on Finished HMA				15
200	**203**	**Submittal Review**	**1**	**4**	**0**	**0**
		Review Submittals from the Contractor on products to be incorporated into the work	1	4	0	
200	**204**	**Quality Control Review**	**0**	**4**	**6**	**0**
		Coordinate with Quality Control Testing Firm		2	4	
		Review quality control testing results		2	2	
300		**Project Closeout**	**0**	**3**	**8**	**0**
300	**301**	**Project Close-Out**	**0**	**3**	**8**	**0**
		Closout documentation		2	4	
		Generate/Maintane Punchlist		1	4	
	Total Hours		**9**	**42**	**199**	**30**
	Total Costs		**$1,332**	**$6,846**	**$26,865**	**$3,810**

Agenda Item #7

Description	**Discussion –** Heritage Days
Presenter	Justin Maughan, City Manager Chad Wright, Recreation Director
Recommendation	Hold a conversation regarding Heritage Days.
Reviewed By	City Manager, Recreation Director, City Staff

Background:

Heritage Days is on! The Council will discuss what events will and will not occur and possible Council assignments.

Agenda Item #8 & 9

Description	**Public Hearing –** Ordinance 21-07: Rezoning Parcel 03-067-0004, located at 4350 S Main St from R-2-Residential to C-Commercial (Applicant: Juan Estrada) and **Discussion & Consideration –** Ordinance 21-07: Rezoning Parcel 03-067-0004, located at 4350 S Main St from R-2-Residential to C-Commercial (Applicant: Juan Estrada) (First Reading)
Presenter	Levi Roberts, Planner
Recommendation	Hold the public hearing and receive the public comments. Move to approve Ordinance 21-07: Rezoning Parcel 03-067-0004, located at 4350 S Main St from R-2-Residential to C-Commercial for first reading.
Reviewed By	Mayor, City Manager, City Planner, City Attorney, City Engineer, Planning Commission

Background:

Juan Carlos Estrada, owner of parcel 03-067-0004, located at 4350 S Main St has applied to rezone a portion of his property from R-2: Residential to C: Commercial. In conjunction with his application, the applicant has submitted a title report and tax information, which indicates that there are no back taxes on the property and no liens or judgments of record. The property has a pole line easement and an easement for UDOT along the highway. Access along Hwy 165 is limited to the existing driveway.

The applicant has indicated that he currently operates a mobile auto repair service and would like to legally operate the business in a garage at his residence. NCC 19.04 provides that ‘activities involving the sale, service, leasing and/or rental of motor vehicles shall not be classified as a home occupation.’ Therefore, to legally operate this business, the property would need to be rezoned.

The property’s current use is residential. It is located adjacent to one other residential home and is otherwise surrounded by vacant land. It is near the border with Hyrum City and storage units, located in that City. It is within the City’s source water protection zone

and an auto repair shop would need appropriate conditions applied to ensure that the City's water supply is protected.

The Nibley City Future Land Use Map currently designates this parcel as 'industrial' with other adjacent parcels designated as 'commercial.' The applicant has proposed to only zone the portion of the lot that he will be conducting his business, including a 30' X 40' detached garage as commercial.

While dividing the property into different zones is technically legal and there are several parcels in Nibley City that are divided into different zones, Staff does not recommend this practice. In addition to use regulations, a zoning designation dictates the setback requirements, design standards, and City standards. In many cases, these standards are difficult to enforce and administer if the parcel has more than one zoning designation. For example, the City recently passed an ordinance that requires commercial development to be setback from residential by 30 ft. This would be difficult to apply in this situation.

It is important to note that if the rezone were granted as commercial, the applicant would need to obtain a conditional use permit and business license to operate the auto repair shop, at which time the Planning Commission could impose conditions to ensure the site is safe and follows state and federal guidelines for an auto repair business.

In general, Staff believes that a commercial zoning designation is appropriate for this area, given its remote location and proximity to Highway 165 and is not in conflict with the General Plan. However, Staff is not in support of splitting the zoning on the parcel, as it will create difficult administrative complexities that could be avoided. The applicant has indicated that he is amenable to an approval of the rezone for the entire parcel, rather than the portion that was proposed. Staff recommends approval of the rezone request with the condition that the zone apply to the entire parcel.

The Planning Commission agreed with Staff's recommendation and made a motion to recommend denying the rezone application, as requested. Then made a motion to recommend approval of the rezone for the entire parcel 03-067-0004.

ORDINANCE 21-07

AN ORDINANCE CHANGING THE ZONE OF APPROXIMATELY 1.97 ACRES
FROM RESIDENTIAL R-2 TO COMMERCIAL C

BE IT ORDAINED BY THE NIBLEY CITY COUNCIL LOCATED AT NIBLEY, UTAH, THAT:

Parcel 03-067-0004, bearing the following legal description, as shown in the office of the Cache County Recorder, is hereby rezoned from Residential R-2 To Commercial C:

Beginning 12.25 chains North and 45 feet East of the West Quarter corner of Section 34, Township 11 North, Range 1 East of the Salt Lake Base and Meridian; and running thence North 00'48'00" East 530 feet; thence East 4.9 chains; thence South 13'45' West 8 chains; thence West 2.75 chains to the point of beginning.
Less the following: a part of the Northwest Quarter of Section 34, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point located South 89"12'00" East 4 7. 80 feet and running along the East right of way line of State Highway, 165 feet thence the following three courses: South 00'48'00" West 951.1 feel to an existing right of way monument; North 89'12'00" West 5.00 fee□ thence South 00'48'00" West 657.2 feet from the Northwest corner of said Section 34, and running !hence South 00' 48'00" West 226.02 feet to a point described of record as being 12.25 chains North end 45 feet East of the West Quarter corner of said Section; thence North 90'00'00" East 156.82 feet (2.75 chains by record) to a point on the West right of way line of a county road; thence North 19"02'30" East along said West line 14.62 feel; thence North 14'14'09" East along said West line 92.12 feet; thence South 90'00'00" West 223.50 feet to the point of beginning.
Less and excepting to Utah Department of Transportation the following:
A parcel of land in fee for the widening of an existing highway State Route 165 known as Project No. STP-0166 (1) 4, being part of an entire tract of property, situate in the Northwest one quarter of Section 34, Township 11 North, Range 1 East of the Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:
Beginning at the intersection of the Southerly boundary line of said entire tract and the Easterly existing right of way line of said State Route 165, at a point 15.240 meter (50,00 feet) perpendicularly distant Easterly from the center line of said project; which point is 246.431 meter (808.50 feet) North and 13. 716 meter (45.00 feet) East and 68.891 meter (226.02 feet) North 00'48'00" East from !he West Quarter comer of said Section 34; and running thence North 00'48'00" East 92.653 meter (303.98 feet) to the Northerly boundary line of said entire tract; hence East 1.524 meter (5.00 feet) to a point 16. 764 meter (55.00 feet) perpendicularly distance Easterly from said center line; thence South 00'48'00" West 92.653 meter (303.98 feet) to said Southerly boundary line; thence West 1.524 meter (5.00 feet) to the point of beginning as shown on The official map of said project on file in the office of the Utah Department of Transportation.

Passed by the Nibley City Council this _____ day of _____, 2021.

_____
Shaun Dustin, Mayor

ATTEST:_____
Cheryl Bodily, Deputy City Recorder

REZONE APPLICATION

Office Use Only
Date Received
Fee Paid
Rec'd By

Property Owner Information

Name Juan Carlos Estrada -
Address 4350 South main st. Nibley UT
Phone 435-765-0607 Cell _____ Fax _____
Email Mastersjc10@hotmail.com-

Property Owner Representative (If Applicable)

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

PROJECT INFORMATION

Project Address 4350 South main st. Nibley UT
Tax I.D. Number (s) 03-067-0004
Project Size (Acres) _____
Current Zoning R2 Proposed Zoning Commercial -

SUPPORTING MATERIALS

The following materials **must** be submitted with this Rezone Application, or the application will not be accepted by Nibley City:

_____ **Survey**. The applicant shall submit a certified survey of land area to be rezoned. The applicant may submit a copy of the Cache County Recorder's plat map identifying the property proposed for rezone. The survey shall show the following:

1. Total acreage of land proposed for rezone _____
2. Adjacent land uses Greenbelt
3. Existing zoning of property R2
4. Vicinity map _____
5. Proposed project conceptual plan (if applicable) _____

_____ **Applicant Statement**. A statement by the Applicant, explaining the rationale for the rezone request, shall accompany the application (attach additional sheets). The statement shall answer the following questions (please list each question and its answer underneath): _____

1. What is the need for the proposed zone change?
2. What will the public benefit be if the zone change is granted?
3. How does the proposal comply with the goals and policies of the Nibley City General Plan?
4. Is there any annexation of property necessary?
5. Is the anticipated use appropriate for the surrounding area?
6. What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the developer?
7. Does the proposed zone change constitute "spot zoning"?

_____**Title Report**. Applicant shall provide a certified, preliminary title report listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property. ✓

_____**Taxes**. A statement from the County treasurer showing the current tax status of the property. ✓

_____**Surrounding Property Owners**. Applicant shall provide the City with mailing labels showing the name and mailing address of all property owners of record within three-hundred (300') feet of the subject property. Staff Issued

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

_____**Application Fee**. All fees related to the rezone application shall be paid as part of the application submittal. ✓

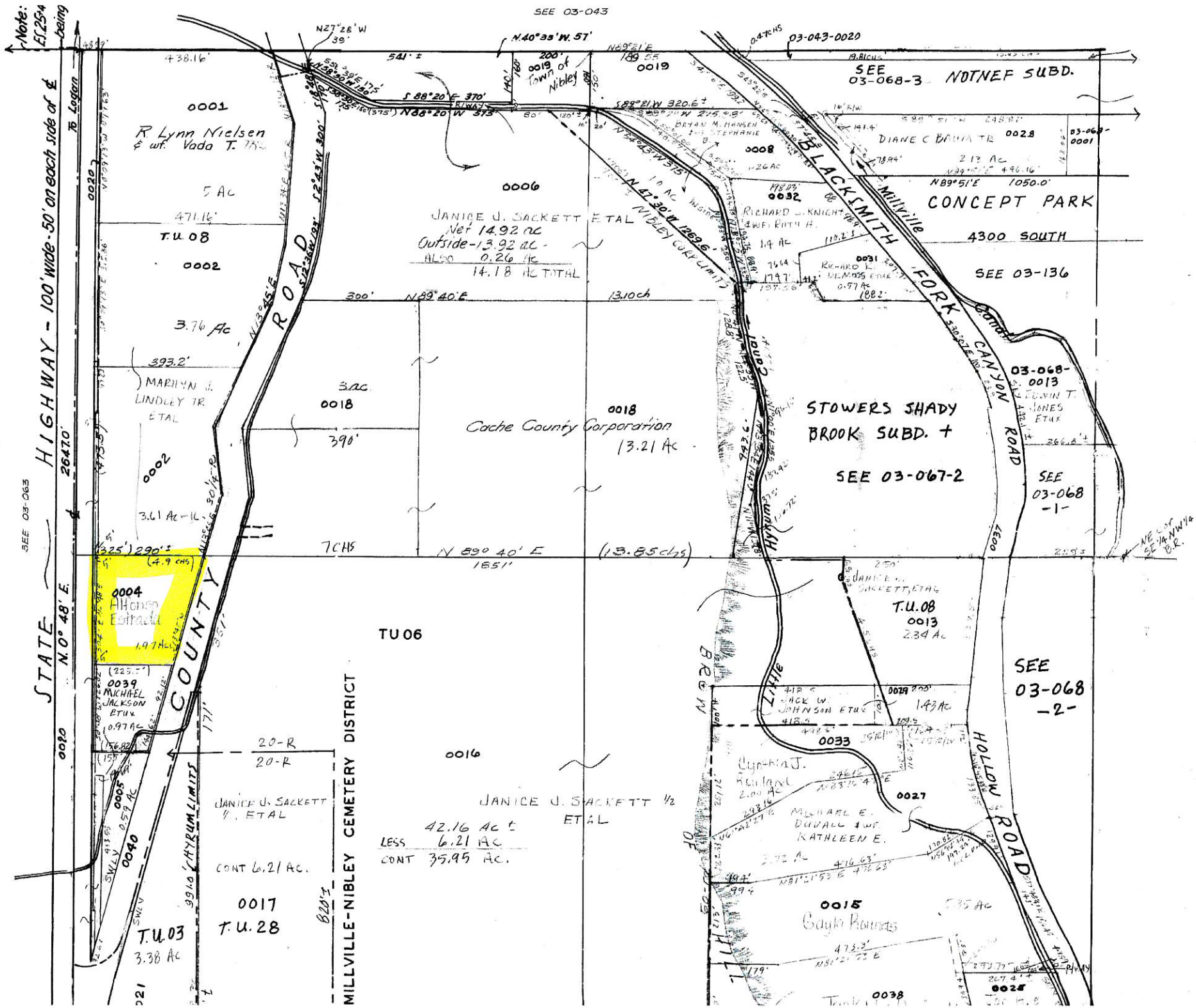
Please see staff for public hearing and notification requirements.

File the completed application at:
Nibley City
455 West 3200 South
Nibley, UT 84321
(435) 752-0431

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

Property Owner Signature

3-2-21
Date


SEE 03-043
Note: Ft. 25+4 being
HIGHWAY - 100' wide - 50' on each side of ℄
To Logan
STATE
N. 0° 48' E.
2647.0'
SEE 03-063
0020
0001
R Lynn Nielsen & wf. Vada T.
5 Ac
471.16'
T.U. 08
0002
3.76 Ac
393.2'
MARILYN J. LINDLEY TR ETAL
3 Ac
0018
390'
0002
3.61 Ac ± IL
N325') 290'±
(4.9 CHS)
0004
Alfonso Espinoza
1.97 Ac±
(225.5')
0039
MICHAEL JACKSON ETUX
0.97 Ac
156.82'
20-R
20-R
0005
0.59 Ac
SWLY
0040
T.U. 03
3.38 Ac
0017
T.U. 28
822'±
MILLVILLE-NIBLEY CEMETERY DISTRICT
COUNTY ROAD
S 12°36' W 123'
S 12°43' W 320'
N 13°45' E
438.16'
541'±
N 40°33' W. 57'
N 27°28' W 39'
S 88°20' E 370'
N 88°20' W 373'
N 89°51' E 189.55'
200'
0019
Town of Nibley
0019
0.47 CHS
03-043-0020
SEE 03-068-3 NOTNEF SUBD.
S 89°21' W 320.6'±
S 89°21' W 225.6'±
BRYAN M. HANSEN & STEPHANIE
0008
1.26 Ac
N 47°20' W 1269.6'
NIBLEY CORP LIMITS
1.0 Ac INSIDE
0006
JANICE J. SACKETT ETAL
Net 14.92 ac
Outside-13.92 ac -
AL50 0.26 Ac
14.18 AC TOTAL
RICHARD L. KNIGHT & WIFE KATH H.
1.4 Ac
0032
0031
RICHARD L. DEMOSS ETUX
0.97 Ac
1882
DIANE C BRUM TR
0028
2.13 Ac
N89°51'E 1050.0'
03-068-0001
BLACKSMITH FORK CANYON ROAD
Millville
CONCEPT PARK
4300 SOUTH
SEE 03-136
SEE 03-068 -1-
SEE 03-068 -2-
03-068-0013
EDWIN T. JONES ETUX
STOWERS SHADY BROOK SUBD. +
SEE 03-067-2
300'
N 89° 40' E
13.10ch
7CHS
N 89° 40' E
1651'
(13.85 chs)
Cache County Corporation
13.21 Ac
0018
TU 06
0016
JANICE J. SACKETT ETAL
42.16 Ac ±
LESS 6.21 Ac
CONT 35.95 Ac.
JANICE J. SACKETT ETAL
CONT 6.21 Ac.
JANICE J. SACKETT ETAL
T.U. 08
0013
2.34 Ac
0033
1.43 Ac
0027
2.00 Ac
MICHAEL E. DUVALL & WF KATHLEEN E.
2.32 Ac
0015
2.85 Ac
0038
0025
HOLLOW ROAD
Hyrum
Lixhie
Ave
N 89° 40' E
1651'
(13.85 chs)

Or just the shop that measures 30x40

1. Needs to change to commercial so I can operate an Auto repair shop.

2. The benefit to the consumer and neighbors would be that they would get their vehicles repaired in most cases the same day, and also with a way better rate than most shops in town not to mention honest and great work.

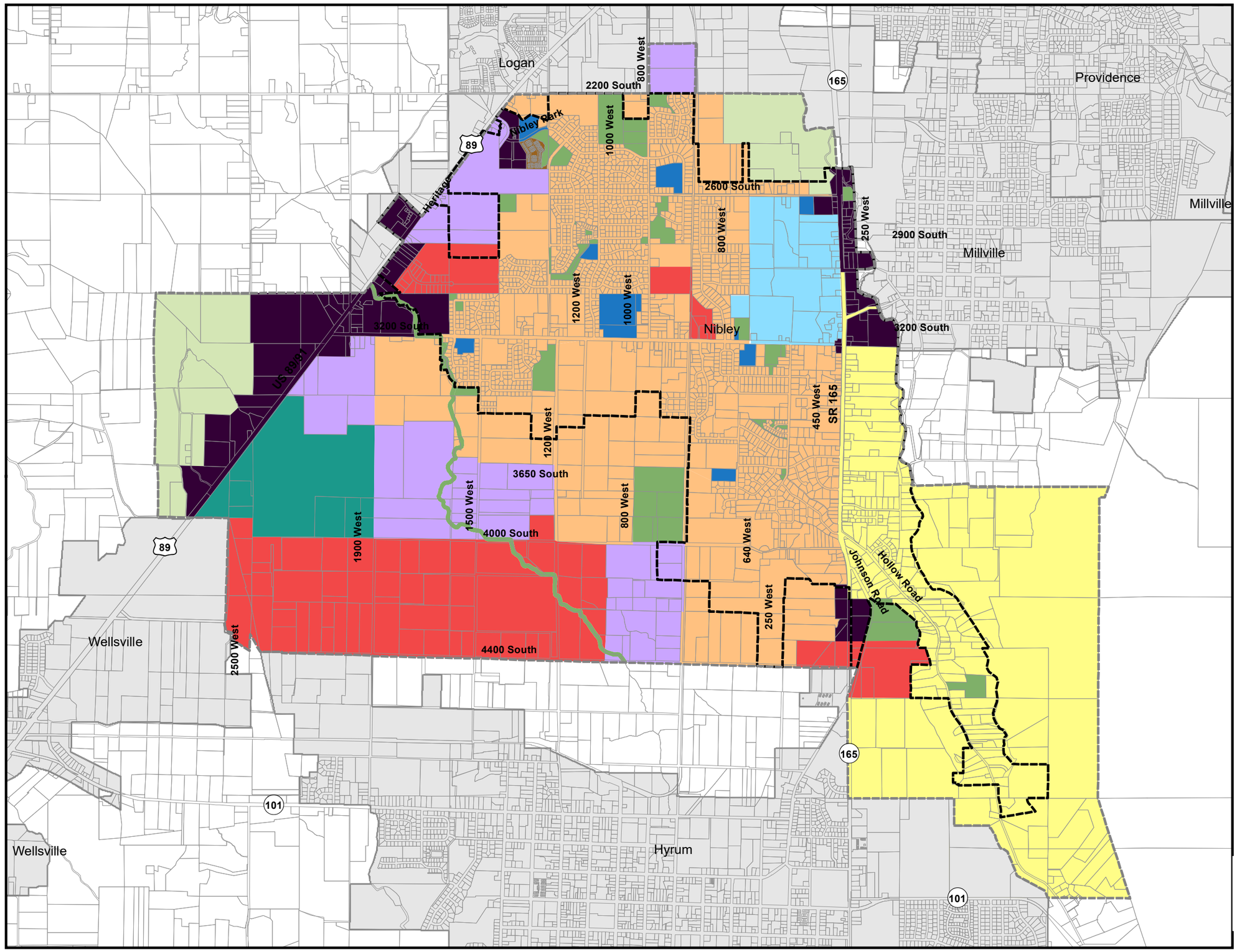
3. The proposed change complies with the citys future plans, as it is already in plans that the land will either be commercial or industrial.

4. No annexation needed.

5. Yes it will be since the plans with the city are headed that direction.

6. There is already an existing shop that measures 30x40 and if need be could expand.

7. Yes because we would like a piece of our property to change to commercial not the whole piece.



Future Land Use

Update 3-25-2021

Legend

- Nibley Municipal Boundary 2020
- Annexation Declaration Boundary

Future Land Use

- Parks, Open Space, and Trails
- Agriculture
- Open Space, Agriculture, and Low Density Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Commercial and Medium to High Density Residential
- Commercial
- Industrial
- Municipal, Schools, and Churches
- Town Center

N

0 1,400 2,800 4,200 Feet

J-U-B ENGINEERS, INC.

THE LANGDON GROUP

GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

Agenda Item #10 & 11

Description	**Public Hearing –** Ordinance 21-08: Rezoning Parcel 03-018-0002 and 03-018-0005, located at approximately 1145 W 3200 S from R-2-Residential and A-Agricultural to C-Commercial (Applicant: Ebeco Properties, LLC) and **Discussion & Consideration –** Ordinance 21-08: Rezoning Parcel 03-018-0002 and 03-018-0005, located at approximately 1145 W 3200 S from R-2-Residential and A-Agricultural to C-Commercial (Applicant: Ebeco Properties, LLC) (First Reading)
Presenter	Levi Roberts, Planner
Recommendation	Hold the public hearing and receive the public comments. Move to deny Ordinance 21-08: Recommendation to Rezone Parcel 03-018-0002 and 03-018-0005, located at approximately 1145 W 3200 S from R-2-Residential and A-Agricultural to C-Commercial.
Reviewed By	City Manager, City Planner, Planning Commission

Background:

Ezra Eames, authorized representative of Ebeco Properties LLC, owner of parcels 03-018-0002 and 03-018-0005, located at approximately 1145 W 3200 S, has applied for a rezone of the property from R-2-Residential and A-Agricultural to C-Commercial. In conjunction with his application, the applicant has submitted a title report and tax information, which indicates that there are no back taxes on the property and no liens or judgments of record.

The applicant has indicated that the zone change is needed due to growth in the City and necessary closer availability of shopping for additional residents. He has also indicated that infrastructure is already in place to support future development.

Site Context

The property is bordered to the east and north by single-family residential development, zoned R-2A, and to the west and south by vacant, agricultural, and low-density residential development, which is also planned to be 'medium-density residential.' The property is within 500 feet of Heritage Elementary, in close proximity to the planned Nibley Meadows Subdivision and 600 feet east of the planned 1200 W 3200 S roundabout. The property contains 12.1 acres and has approximately 450 feet of frontage on 3200 South, and is approximately 1,150 feet deep.

General Plan Considerations

The Nibley City Future Land Use Map, currently designates this parcel as 'medium density residential.' Land Use Goal 1 of the Nibley City General Plan states:

Encourage development that respects and preserves the character of the City and provides a mix of commercial, residential housing and some light industrial uses. Carefully plan for growth within the City, ensuring that development occurs in suitable locations and can be efficiently served over the long term.
Furthermore, Land Use Goals 2 states:

Guide land use and growth decisions through application of the General Plan, the Future Land Use Map, and relevant goals, principles, and projects.

Also applicable to this application, Commercial and Economic Development Goal 2 states:

Create and maintain a sustainable economic base for Nibley City that will provide tax revenues and increase local employment and convenience of shopping.

Residential Development and Housing Goal 2 states:

> *Preserve existing housing and neighborhoods where appropriate.*

Given the site's location with frontage on 3200 south and proximate to the 1200 west corridor, this location may have potential for commercial development. However, given the context of the location with respect to its proximity to established residential neighborhoods and an Elementary School, commercial development of this scale may not be appropriate for this location, due to the anticipated impacts upon the neighborhoods. As the existing General Plan has designated this parcel to be medium density residential, rezoning the property to Commercial would conflict with the General Plan. Therefore, Staff recommends denial of this rezone request.

Recommended Findings

- The rezone request conflicts with the General Plan and Future Land Use Map
- Potential commercial use of a commercial zone of this scale at the location is not compatible with the existing and future land uses in the area.

Planning Commission Recommendation

Denial of Ordinance 21-08: Recommendation to Rezone Parcel 03-018-0002 and 03-018-0005, located at approximately 1145 W 3200 S from R-2-Residential and A-Agricultural to C-Commercial.

ORDINANCE 21-08

AN ORDINANCE CHANGING THE ZONE OF APPROXIMATELY 12.1 ACRES
FROM RESIDENTIAL R-2 & AGRICULTURAL A TO COMMERCIAL C

BE IT ORDAINED BY THE NIBLEY CITY COUNCIL LOCATED AT NIBLEY, UTAH, THAT:

Parcel 03-018-0002 and 03-018-0005, bearing the following legal descriptions, as shown in the office of the Cache County Recorder, is hereby rezoned from Residential R-2 & Agricultural A to Commercial C:

Parcel 03-018-002: Beginning at a point 7.1 chains East of the Northwest corner of the Southwest Quarter of Section 20, South 12.25 chains more or less to Nibley Corp., said point being 5 chains North of County Road; thence East 7.1 chains; thence North 12.25 chains more or less to the North line of the Southeast Quarter of Section 20; thence West 7.1 chains to beginning, Being in Township 11 North, Range 1 East.
Parcel 03-018-005: Beginning 7.1 chains East and 12.25 chains South of the Northwest corner of the Southeast Quarter of Section 20; South 5 chains to the North line of County Road; thence East 7.1 chains; thence North 5 chains; thence West 7.1 chains to beginning. Being in Township 11 North, Range 1 East.

Passed by the Nibley City Council this _____ day of _____, 2021.

_____
Shaun Dustin, Mayor

ATTEST:_____
Cheryl Bodily, Deputy City Recorder

REZONE APPLICATION

Office Use Only
Date Received_____
Fee Paid_____
Rec'd By_____

Property Owner Information

Name EBELO PROPERTIES LLC
Address BOX 18 - LOGAN, UT 84321
Phone _____ Cell _____ Fax _____
Email _____

Property Owner Representative (If Applicable)

Name EZRA EAMES
Address 1950 CANYON RIDGE DR. NO, LOGAN, UT
Phone _____ Cell (435) 757-9590 Fax _____
Email _____

PROJECT INFORMATION

Project Address _____
Tax I.D. Number (s) 03-018-0002 ; 03-018-0005
Project Size (Acres) _____
Current Zoning AGRICULTURAL + RESIDENTIAL Proposed Zoning COMMERCIAL

SUPPORTING MATERIALS

The following materials **must** be submitted with this Rezone Application, or the application will not be accepted by Nibley City:

_____ **Survey**. The applicant shall submit a certified survey of land area to be rezoned. The applicant may submit a copy of the Cache County Recorder's plat map identifying the property proposed for rezone. The survey shall show the following:

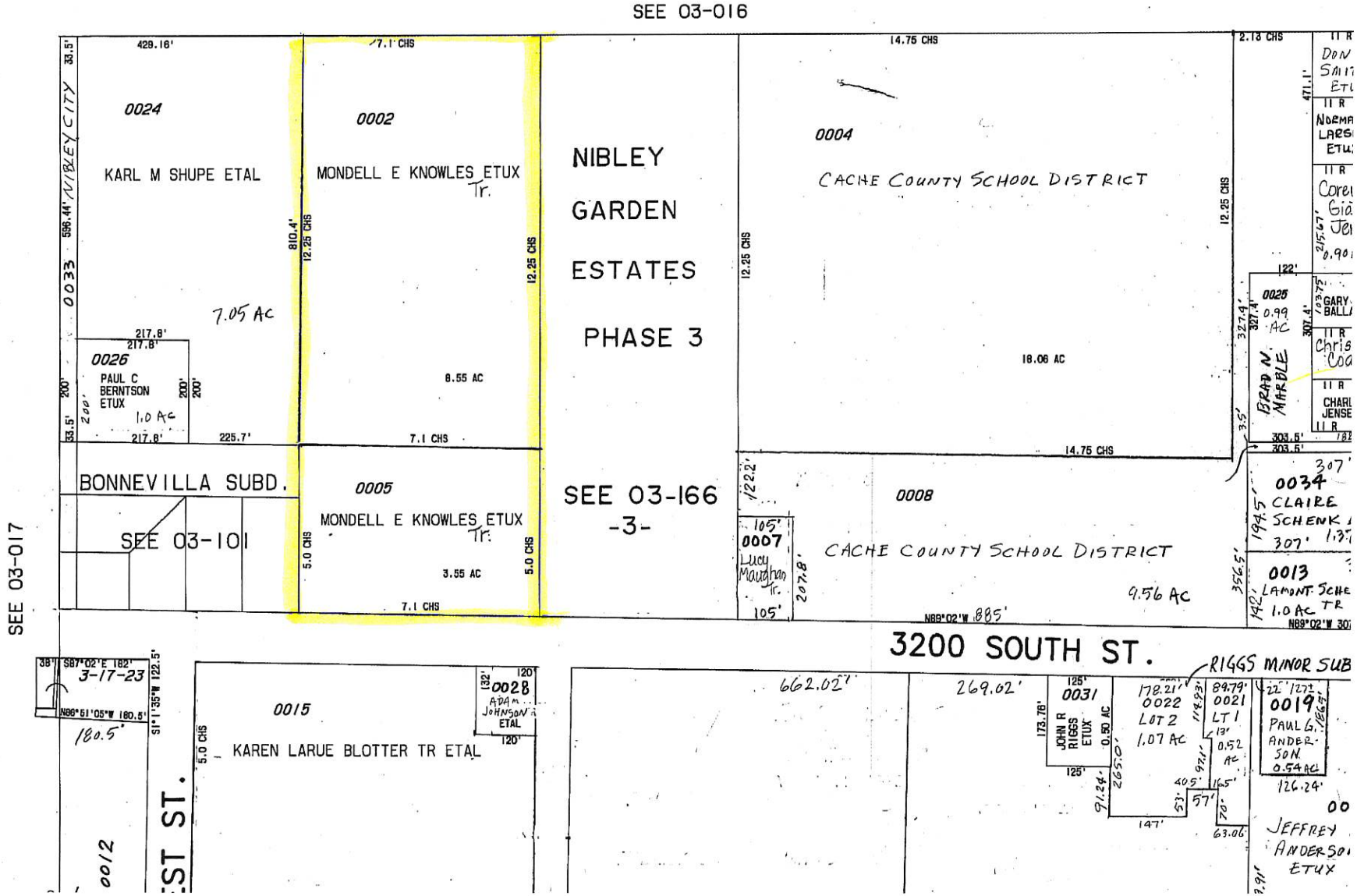
1. Total acreage of land proposed for rezone _____
2. Adjacent land uses _____
3. Existing zoning of property _____
4. Vicinity map _____
5. Proposed project conceptual plan (if applicable) _____

_____ **Applicant Statement**. A statement by the Applicant, explaining the rationale for the rezone request, shall accompany the application (attach additional sheets). The statement shall answer the following questions (please list each question and its answer underneath): _____

1. What is the need for the proposed zone change?
2. What will the public benefit be if the zone change is granted?
3. How does the proposal comply with the goals and policies of the Nibley City General Plan?
4. Is there any annexation of property necessary?
5. Is the anticipated use appropriate for the surrounding area?
6. What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the developer?
7. Does the proposed zone change constitute "spot zoning"?

1- Overgrowing Growth of the City
2. Closer Availability to Shopping
3- Same As #2
4- No
5- Yes
6- Infrastructure is already in place + Yes for part 2
7- No

PT BLOCKS 15, 16 MILLVILLE WEST FIELD SURVEY



Agenda Item #12

Description	**Discussion & Consideration –** Nibley Farms Subdivision Phase 4, 5, and 6 Final Plat(s) located at approximately 1500 W and 3410 S. (Applicant: 7 Point Royal, LLC)
Presenter	Levi Roberts, City Planner
Recommendation	Move to approve Nibley Farms Subdivision Phase 4, 5, and 6 Final Plat(s) located at approximately 1500 W and 3410 S. (Applicant: 7 Point Royal, LLC).
Reviewed By	City Manager, City Planner, City Engineer, City Attorney, Planning Commission

Background:
7 Point Royal, LLC, has applied for final approval for Nibley Farms Phase 4, 5 and 6 Subdivision. Nibley Farms Subdivision is a Rural Preservation Subdivision. Phase 4 contains a total of 13 lots and 6.27 acres of open space that will be dedicated to Nibley City. Phase 5 contains a total of 13 lots and 6.22 acres of open space that will be dedicated to Nibley City. Phase 6 contains a total of 12 lots and .8 acre of open space that will be dedicated to Nibley City. The plat for phase 4 has the same lot layout and roadways with the approved preliminary plat that was approved by the City Council on October 10, 2019. The layout for phases 5 & 6 has been modified per Staff's direction and is described in more detail below.

Zoning

Staff finds that the plat meets the zoning requirements for the total number of lots, lot sizes, and the proportion of proposed open space as shown on the approved preliminary plat. The minimum frontage requirement for the Open Space Ratio for the full subdivision is 80', with which the plat complies. The plat also meets the standards for a final plat as required in NCC 21.

Nibley Farms Phase 4	
Total Gross Acres	10.54
Total Open Space Land	6.27
Total Lots	13

Nibley Farms Phase 5	
Total Gross Acres	4.17

Total Open Space Land	0.72
Total Lots	14

Nibley Farms Phase 6	
Total Gross Acres	5
Total Open Space Land	0.8
Total Lots	12

Utility Lines and Easements

Utility easements are placed on the plat including the Public Utility Easement (PUE) along the rights-of-way. There has been added a PUE for the power lines on the northside of Open Space PH4 A. In Phase 6, included is a 21 ft canal easement through the open space area. There is also a 15' trail right-of-way noted between lots 62 & 63.

Construction Drawings

Staff has reviewed the construction drawings and has sent comments back to the applicant for their review and update. The applicant has sufficiently addressed comments to recommend approval conditional upon final approval of the construction drawings by the City Engineer.

Canals

The Developer has reached out to the canal company and is getting their final approval for canal improvements. There is a canal just south of the property line of phase 4. The canal meandors south and east through Phase 5 and 6. The applicant has provided a trail space adjacent to and north of the canal.

Roads

The Developer shows the proper dedication for 3410 S, 3440 S, 3510 S and 1300 W, and the cross-section within the construction drawings meets Nibley City standards.

The road configuration in phases 5 & 6 differs from the approved preliminary plat. Upon further review, Staff recommended to the applicant to connect 3440 S to 1200 W (in phase 5) and leave 3510 S (in Phase 6) as a cul-de-sac (with a pedestrian trail connection to 1200 W). 3440 S lines up with the planned connection to Nibley Meadows directly across from Nibley Farms. The reconfiguration will allow for better circulation, connectivity and traffic safety.

Street Tree Plan

The developer has submitted a Street Tree Plan which has been reviewed by the Parks Superintendent/City Arborist and complies with the Nibley City Tree Policy Plan.

Open Space

The open space meets the general layout and placement of the approved preliminary plat. All open space property is proposed to be dedicated to Nibley City as requested by the City Council.

OS PH4 A
This open space land was requested to be dedicated to Nibley City. Improvements include several trees and native grasses
OS PH2 B
This open space land will also be dedicated to the City for trail space. The applicant will construct an 8' wide paved trail.
OS PH2 C
This open space, adjacent to existing City property will be dedicated to the City for park space to be improved at a future date. The only improvements proposed at this time is native grasses.
OS PH5
This open space land will also be dedicated to the City for trail space. The applicant will construct an 8' wide paved trail.
OS PH6 A & B
This open space land will also be dedicated to the City for trail space. The applicant will construct an 8' wide paved trail. As noted above, this space also includes a 21' canal easement.

Planning Commission Recommendation
Approve Nibley Farms Subdivision Phase 4, 5, and 6 Final Plat(s) located at approximately 1500 W and 3410 S. (Applicant: 7 Point Royal, LLC) with the following condition:

1. The trail right-of-way at the end of 3510 S, between lots 62 & 63 be deleted and absorbed into the existing lots.

Staff Analysis of Planning Commission Recommendation

NCC 21.12.060(B)(1) states:

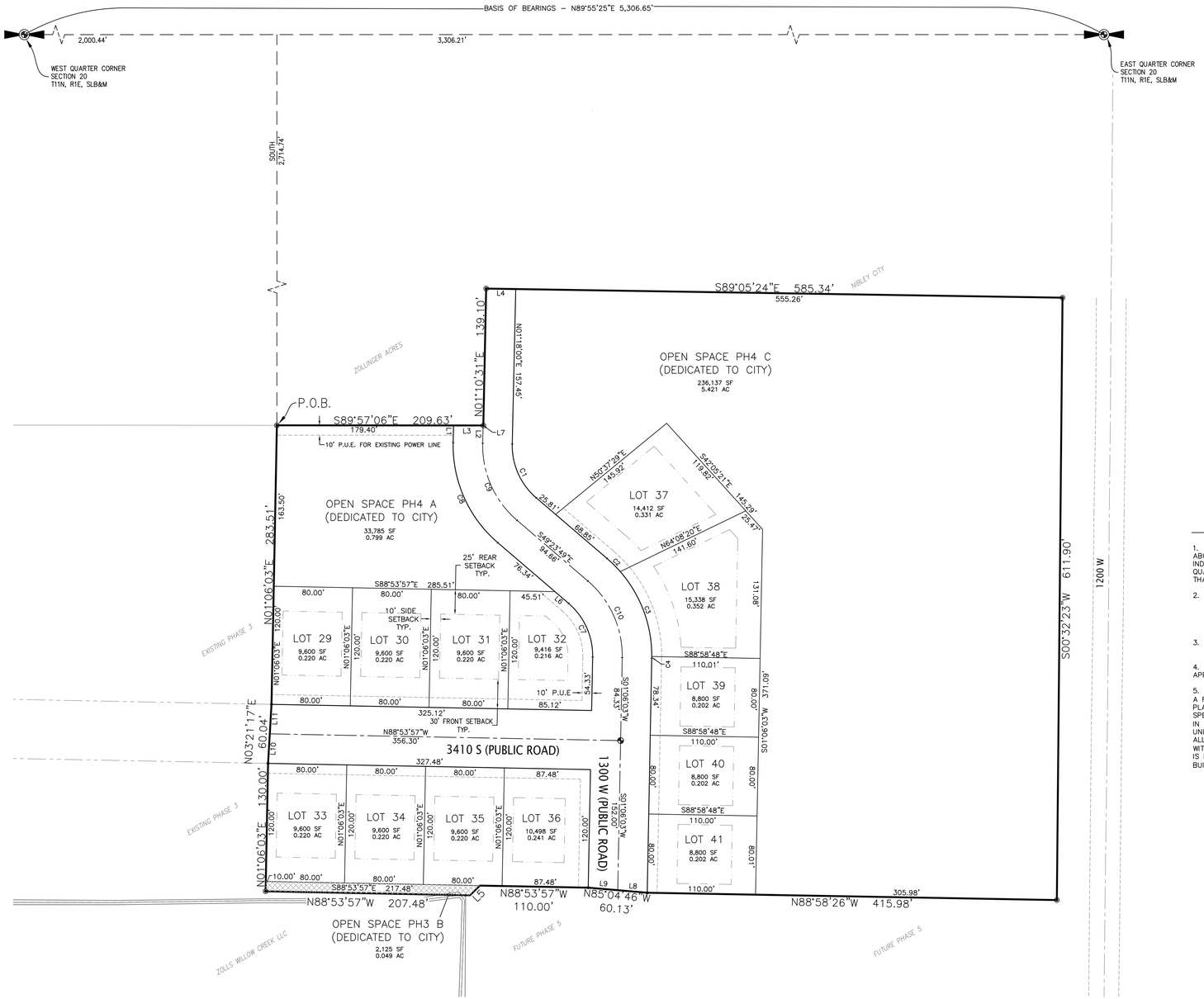
The subdivider shall provide a pedestrian right-of-way (ROW) as outlined below linking the cul-de-sac to the nearest adjacent public ROW, park, or school unless expressly prohibited by conflict with previously developed subdivisions or land uses.

As the ordinance states that these improvements 'shall' be made, approving the plat without the pedestrian right-of-way would be a violation of Nibley City Code. Staff recommends and The City Attorney has confirmed that the Plat should not be approved without the provision of this connecting trail.

Recommended Findings

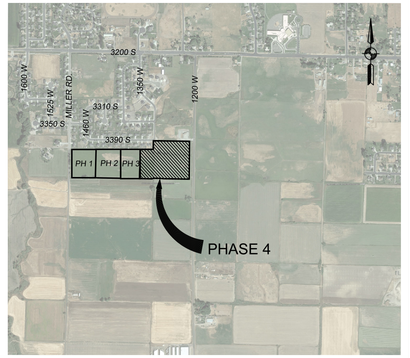
1. Need to make updates to construction drawings as directed by the City Engineer.

2. All other aspects of the plat meet Nibley City Subdivision and Zoning Code.



VICINITY MAP

N.T.S.



LEGEND

- SECTION LINES
- BOUNDARY LINES
- ADJACENT PROPERTY LINES
- PUBLIC UTILITY EASEMENT LINES
- BUILDING SETBACK LINES
- EXTERIOR SUBDIVISION CORNERS WITH NO MARKERS SET
- BOUNDARY ANGLE POINT
- SET STREET MONUMENT
- 10' TRAIL EASEMENT

NOTES

1. NO FINISHED FLOOR SHALL BE BUILT AT AN ELEVATION LOWER THAN SIX INCHES (6") ABOVE FINISHED CURB OR CENTERLINE OF THE STREET, WHICHEVER IS HIGHER, UNLESS AN INDIVIDUAL LOT OWNER IS ABLE TO PROVIDE A STAMPED REPORT MEETING THE QUALIFICATIONS AS LISTED WITHIN SECTION 21-06-80-B-2-D FOR THEIR LOT, AND UNLESS THAT REPORT IS REVIEWED AND APPROVED BY THE CITY ENGINEER.

2. BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT YARD = 30 FEET
   SIDE YARD ALL LOTS = 10 FEET FROM ADJACENT LOT
   CORNER LOTS = 25 FEET SIDE ON STREET
   REAR YARD = 25 FEET

3. LOT EASEMENTS UNLESS OTHERWISE NOTED ARE AS FOLLOWS:
   10' OFF PROPERTY LINE FOR LIMITS AROUND ENTIRE LOT.

4. NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.

5. AREAS IN NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF 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 GROUND WATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATIONS AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING LOT SITE. RESPONSIBILITY FOR THESES 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 OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	70.00'	61.94'	59.94'	S24°02'55"E	50°41'49"
C2	130.00'	18.91'	18.89'	N45°13'48"W	8°20'02"
C3	130.00'	94.00'	91.97'	S20°20'51"E	41°25'53"
C4	130.00'	1.66'	1.66'	N00°44'04"E	0°43'58"
C7	70.00'	61.69'	59.72'	N24°08'53"W	50°29'53"
C8	130.00'	115.03'	111.31'	N24°02'55"W	50°41'49"
C9	100.00'	88.48'	85.62'	N24°02'55"W	50°41'49"
C10	100.00'	88.14'	85.31'	S24°08'53"E	50°29'53"

LINE	BEARING	DISTANCE
L1	N01°18'00"E	17.48'
L2	N01°18'00"E	18.14'
L3	S89°57'06"E	30.01'
L4	S89°05'24"E	30.08'
L5	N46°06'03"E	14.14'
L6	S49°23'49"E	18.32'
L7	S89°57'06"E	0.23'
L8	N85°04'46"W	30.07'
L9	N85°04'46"W	30.07'
L10	N03°21'17"E	30.02'
L11	N03°21'17"E	30.02'

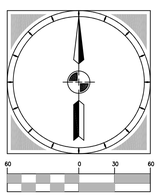
ADDRESSES	
UNIT NUMBER	ADDRESS
29	1361 W 3410 S
30	1347 W 3410 S
31	1331 W 3410 S
32	1315 W 3410 S
32	3405 S 1300 W
33	1362 W 3410 S
34	1346 W 3410 S
35	1330 W 3410 S
36	1314 W 3410 S
36	3415 S 1300 W
37	3396 W 1300 W
38	3402 S 1300 W
39	3408 S 1300 W
40	3412 S 1300 W
41	3418 S 1300 W

ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 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)(C)(II) 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:
2.1. A RECORDED EASEMENT OR RIGHT-OF WAY
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
2.4. ANY OTHER PROVISION OF LAW.

DOMINION ENERGY NOTE:

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.



UTILITY EASEMENT DEDICATION

7 POINT ROYAL, LLC OWNER OF THE PROPERTY SET FORTH AND DESCRIBED IN THIS PLAT, HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER, UNDER, ACROSS, AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS "COMMON AREAS (INCLUDING PRIVATE DRIVEWAYS, STREETS OR LANES)" OR UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, WATER AND DRAINAGE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD AT THE INSTANCE OR REQUEST OF ANY PUBLIC ENTITY OR THE OWNER, THE COST AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE ENTITY REQUIRING OR REQUESTING THE SAME.

UTILITIES APPROVAL

THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED.

CENTURY LINK REPRESENTATIVE

COMCAST CABLE REPRESENTATIVE

ROCKY MOUNTAIN REPRESENTATIVE

DOMINION ENERGY REPRESENTATIVE

BOUNDARY DESCRIPTION

BEGINNING NORTH 89°55'25" EAST 2,000.44 FEET ALONG THE SECTION LINE AND SOUTH 2,714.74 FEET FROM THE CACHE COUNTY SURVEY MONUMENT FOR THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE SOUTH BOUNDARY OF THE ZOLLINGER ACRES SUBDIVISION PHASE 4 RECORDED AS ENTRY NUMBER 1018655 OFFICIAL RECORDS OF CACHE COUNTY, UTAH;

THENCE ALONG SAID ZOLLINGER ACRES PHASE 4 SOUTH AND EAST BOUNDARIES THE FOLLOWING 2 COURSES: S89°57'06"E 209.63 FEET AND N01°10'31"E 139.10; THENCE LEAVING SAID EAST BOUNDARY AND RUNNING THENCE S89°05'24"E 585.34 FEET ALONG THE SOUTH BOUNDARY OF THE NIBLEY CITY PROPERTY RECORDED AS ENTRY NUMBER 1012242 OF OFFICIAL RECORDS OF CACHE COUNTY TO THE WEST RIGHT-OF-WAY LINE OF 1200 WEST STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE S00°32'23"W 611.90 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE N88°58'26"W 415.98 FEET; THENCE N85°04'46"W 60.13 FEET; THENCE N88°53'57"W 110.00 FEET; THENCE S46°06'03"W 14.14 FEET TO THE NORTH BOUNDARY OF THE ZOLLS WILLOW CREEK LLC PROPERTY AS REFERENCED IN THE MILLVILLE WEST FIELD SURVEY; THENCE ALONG SAID NORTH BOUNDARY N88°53'57"W 207.48 FEET; THENCE N01°06'03"E 130.00 FEET; THENCE N03°21'17"E 60.04 FEET; THENCE N01°06'03"E 283.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 10.541 ACRES, OR 459,166 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°55'25" EAST BETWEEN THE SURVEY MONUMENTS AT THE WEST AND EAST ONE-QUARTER CORNERS OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BRIAN BALLS – PROFESSIONAL LAND SURVEYOR

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE NIBLEY FARMS PHASE 4 SUBDIVISION, AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF_____ , 2021.

7 POINT ROYAL, LLC

STAN T. ROWLAN (MANAGER)

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF_____ } S.S.

ON THIS_____DAY OF_____, IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME STAN T. ROWLAN, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME AND WHO BY ME BEING DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE MANAGER OF 7 POINT ROYAL, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID STAN T. ROWLAN ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF NIBLEY CITY, CACHE COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____ ,2021

MAYOR

CLERK-RECORDER

MAYOR APPROVAL

PRESENTED TO THE NIBLEY CITY MAYOR THIS ___ DAY OF _____,2021.
AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY MAYOR — DATE

CITY RECORDER

NIBLEY CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCEPTANCE WITH INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ENGINEER — DATE

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021, BY THE PLANNING COMMISSION OF NIBLEY CITY.

CHAIRMAN, PLANNING COMMISSION

CITY ATTORNEY

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ATTORNEY — DATE

CACHE COUNTY RECORDER

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

DATE _____ TIME _____ FEE _____

ENTRY _____

INDEX
FILED IN: FILE OF PLATS

COUNTY RECORDER

PROJECT	C19-025
SHEET	1 OF 1
ISSUE DATE	5/03/2021

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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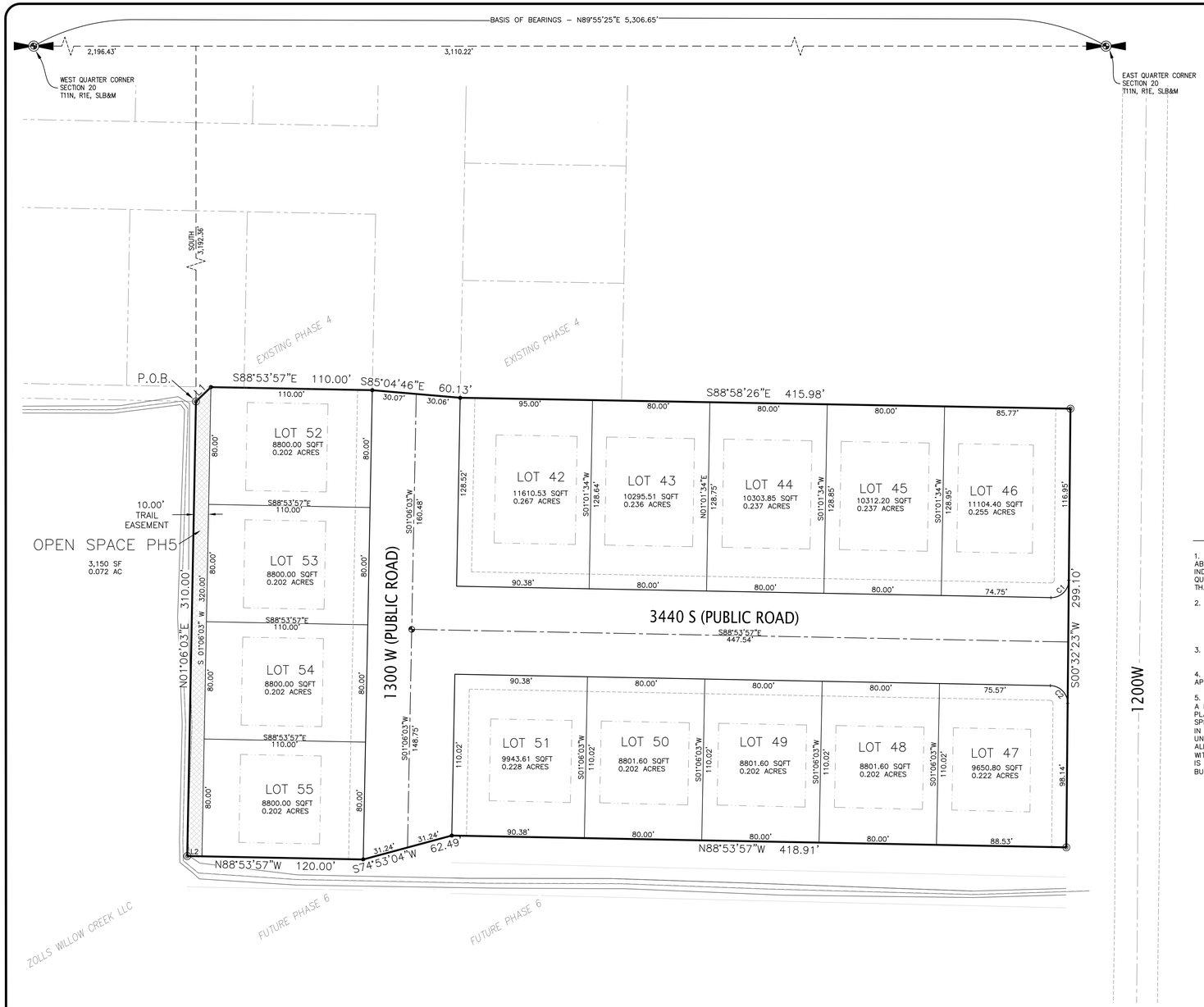
SUMMIT ENGINEERING GROUP, INC.

DRAWING ALTERATION
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ENGINEER, TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

OWNER: AND DEVELOPER
7 POINT ROYAL, LLC
95 RIVER BEND WAY
NORTH SALT LAKE, UT 84054

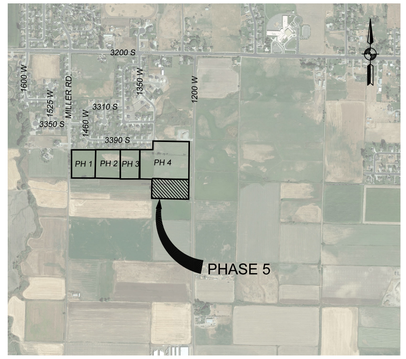
NIBLEY FARMS PHASE 4
FINAL PLAT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M,
NIBLEY CITY, CACHE COUNTY, UTAH



VICINITY MAP

N.T.S.



LEGEND

- SECTION LINES
- BOUNDARY LINES
- ADJACENT PROPERTY LINES
- PUBLIC UTILITY EASEMENT LINES
- BUILDING SETBACK LINES
- EXTERIOR SUBDIVISION CORNERS WITH NO MARKERS SET
- BOUNDARY ANGLE POINT
- SET STREET MONUMENT
- 10' TRAIL EASEMENT

NOTES

1. NO FINISHED FLOOR SHALL BE BUILT AT AN ELEVATION LOWER THAN SIX INCHES (6") ABOVE FINISHED CURB OR CENTERLINE OF THE STREET, WHICHEVER IS HIGHER, UNLESS AN INDIVIDUAL LOT OWNER IS ABLE TO PROVIDE A STAMPED REPORT MEETING THE QUALIFICATIONS AS LISTED WITHIN SECTION 21-06-80-B-2-D FOR THEIR LOT, AND UNLESS THAT REPORT IS REVIEWED AND APPROVED BY THE CITY ENGINEER.

2. BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT YARD = 30 FEET
   SIDE YARD ALL LOTS = 10 FEET FROM ADJACENT LOT
   CORNER LOTS = 25 FEET SIDE ON STREET
   REAR YARD = 25 FEET

3. LOT EASEMENTS UNLESS OTHERWISE NOTED ARE AS FOLLOWS:
   10' OFF PROPERTY LINE FOR LIMITS AROUND ENTIRE LOT.

4. NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.

5. AREAS IN NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF 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 GROUND WATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATIONS AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING LOT SITE. RESPONSIBILITY FOR THESES 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 OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	12.00'	18.97'	90°33'40"	17.05'	N45°49'13"E
C2	12.00'	18.73'	89°26'20"	16.89'	S44°10'47"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S46°06'03"W	14.14'
L2	S88°53'57"E	10.00'

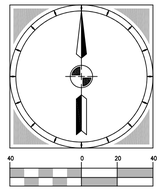
ADDRESSES	
UNIT NUMBER	ADDRESS
42	1289 W 3440 S
42	3434 S 1300 W
43	1271 W 3440 S
44	1253 W 3440 S
45	1237 W 3440 S
46	1219 W 3440 S
47	1218 W 3440 S
48	1236 W 3440 S
49	1252 W 3440 S
50	1270 W 3440 S
51	1288 W 3440 S
51	3446 S 1300 W
52	3429 S 1300 W
53	3437 S 1300 W
54	3445 S 1300 W
55	3451 S 1300 W

ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 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)(C)(II) 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:
2.1. A RECORDED EASEMENT OR RIGHT-OF WAY
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
2.4. ANY OTHER PROVISION OF LAW.

DOMINION ENERGY NOTE:

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.



1 INCH = 40 FT
(SCALE IN FEET)

UTILITY EASEMENT DEDICATION

7 POINT ROYAL, LLC OWNER OF THE PROPERTY SET FORTH AND DESCRIBED IN THIS PLAT, HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER, UNDER, ACROSS, AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS "COMMON AREAS (INCLUDING PRIVATE DRIVEWAYS, STREETS OR LANES)" OR UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, WATER AND DRAINAGE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD AT THE INSTANCE OR REQUEST OF ANY PUBLIC ENTITY OR THE OWNER, THE COST AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE ENTITY REQUIRING OR REQUESTING THE SAME.

UTILITIES APPROVAL

THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED.

CENTURY LINK REPRESENTATIVE

COMCAST CABLE REPRESENTATIVE

ROCKY MOUNTAIN REPRESENTATIVE

DOMINION ENERGY REPRESENTATIVE

BOUNDARY DESCRIPTION

BEGINNING NORTH 89°55'25" EAST 2,196.43 FEET ALONG THE SECTION LINE AND SOUTH 3,192.36 FEET FROM THE CACHE COUNTY SURVEY MONUMENT FOR THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO THE POINT OF BEGINNING.

RUNNING THENCE N46°06'03"E 14.14 FEET; THENCE S88°53'57"E 110.00 FEET; THENCE S85°04'46"E 60.13 FEET; THENCE S88°58'26"E 415.98 FEET; THENCE S00°32'23"W 299.10 FEET; THENCE N88°53'57"W 418.91 FEET; THENCE S74°53'04"W 62.49 FEET; THENCE N88°53'57"W 120.00 FEET; THENCE N01°06'03"E 310.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.17 ACRES, OR 181,646 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°55'25" EAST BETWEEN THE SURVEY MONUMENTS AT THE WEST AND EAST ONE-QUARTER CORNERS OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BRIAN BALLS – PROFESSIONAL LAND SURVEYOR

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE NIBLEY FARMS PHASE 5 SUBDIVISION, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF_____ , 2021.

7 POINT ROYAL, LLC

STAN T. ROWLAN (MANAGER)

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF_____) S.S.

ON THIS_____DAY OF_____, IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME STAN T. ROWLAN, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME AND WHO BY ME BEING DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE MANAGER OF 7 POINT ROYAL, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID STAN T. ROWLAN ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF NIBLEY CITY, CACHE COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____ ,2021

MAYOR

CLERK-RECORDER

MAYOR APPROVAL

PRESENTED TO THE NIBLEY CITY MAYOR THIS ___ DAY OF _____,2021.
AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY MAYOR

CITY RECORDER

DATE

NIBLEY CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCEPTANCE WITH INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ENGINEER

DATE

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021, BY THE PLANNING COMMISSION OF NIBLEY CITY.

CHAIRMAN, PLANNING COMMISSION

CITY ATTORNEY

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ATTORNEY

DATE

CACHE COUNTY RECORDER

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

_____

DATE _____ TIME _____ FEE _____

ENTRY _____

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COUNTY RECORDER

FILED IN: FILE OF PLATS

PROJECT
C19-025

SHEET
1 OF 1

ISSUE DATE
5/032021

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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SUMMIT ENGINEERING GROUP, INC.

DRAWING ALTERATION

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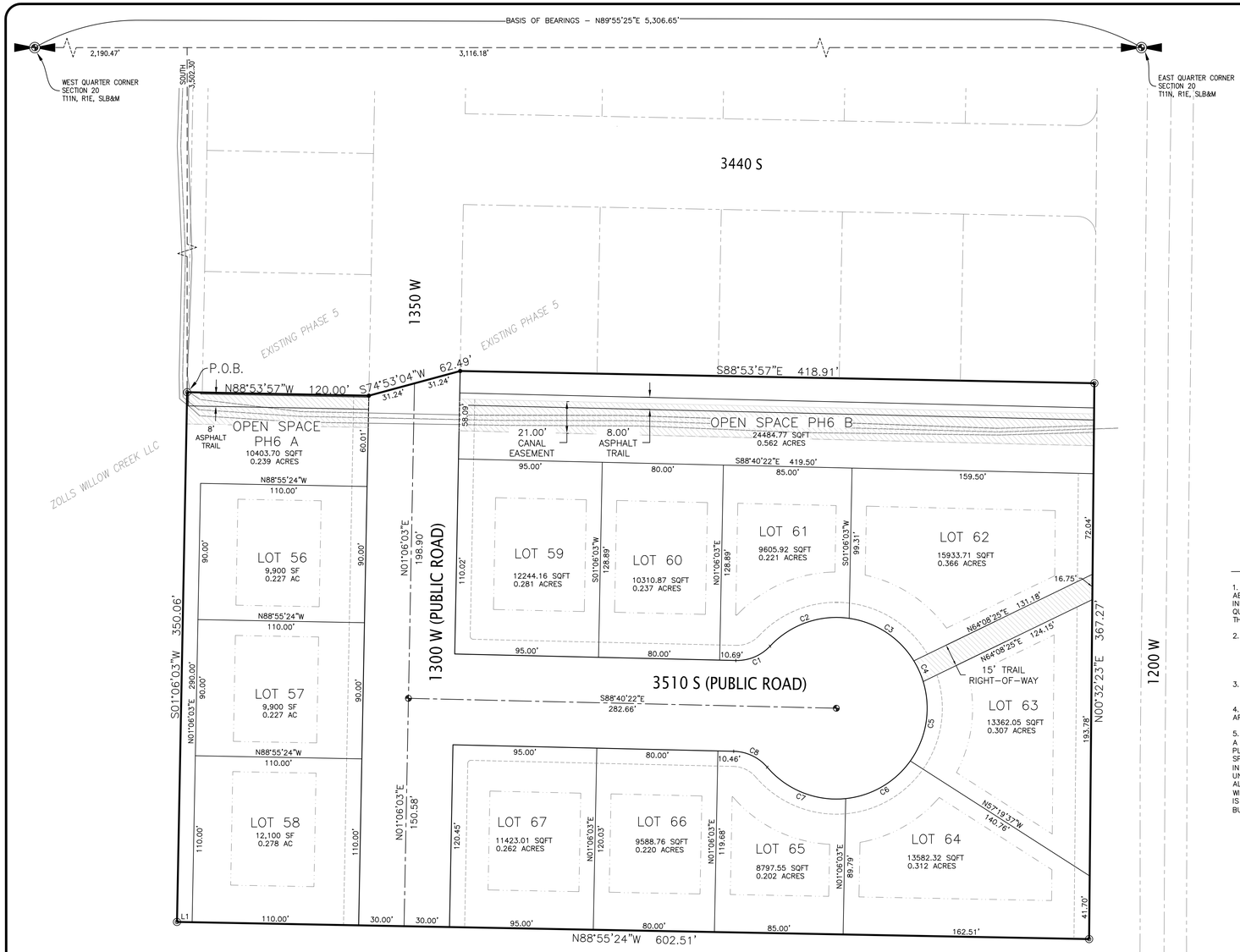
OWNER AND DELVELOPER
7 POINT ROYAL, LLC
95 RIVER BEND WAY
NORTH SALT LAKE, UT 84054

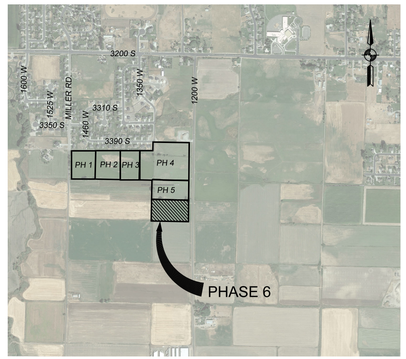
NIBLEY FARMS PHASE 5
FINAL PLAT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M,
NIBLEY CITY, CACHE COUNTY, UTAH



VICINITY MAP

N.T.S.



LEGEND

- SECTION LINES
- BOUNDARY LINES
- ADJACENT PROPERTY LINES
- PUBLIC UTILITY EASEMENT LINES
- BUILDING SETBACK LINES
- EXTERIOR SUBDIVISION CORNERS WITH NO MARKERS SET
- BOUNDARY ANGLE POINT
- SET STREET MONUMENT
- 15' TRAIL RIGHT–OF–WAY
- 21' CANAL EASEMENT

NOTES

1. NO FINISHED FLOOR SHALL BE BUILT AT AN ELEVATION LOWER THAN SIX INCHES (6") ABOVE FINISHED CURB OR CENTERLINE OF THE STREET, WHICHEVER IS HIGHER, UNLESS AN INDIVIDUAL LOT OWNER IS ABLE TO PROVIDE A STAMPED REPORT MEETING THE QUALIFICATIONS AS LISTED WITHIN SECTION 21–06–80–B–2–D FOR THEIR LOT, AND UNLESS THAT REPORT IS REVIEWED AND APPROVED BY THE CITY ENGINEER.

2. BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT YARD = 30 FEET
   SIDE YARD ALL LOTS = 10 FEET FROM ADJACENT LOT
   CORNER LOTS = 25 FEET SIDE ON STREET
   REAR YARD = 25 FEET

3. LOT EASEMENTS UNLESS OTHERWISE NOTED ARE AS FOLLOWS:
   10' OFF PROPERTY LINE FOR LIMITS AROUND ENTIRE LOT.

4. NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.

5. AREAS IN NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF BUILDING PERMIT OR CONSTRUCTION PLANS DOES NOT CONSTITUTE A REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION OR LOCATION WILL SOLVE SUBSURFACE OF GROUND WATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATIONS AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING LOT SITE. RESPONSIBILITY FOR THESES 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 OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°55'24"W	10.00'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	30.00'	25.23'	48°11'23"	24.49'	N67°13'57"E
C2	60.00'	57.59'	54°59'32"	55.40'	S70°38'01"W
C3	60.00'	52.78'	50°24'18"	51.10'	N56°40'04"W
C4	60.00'	15.05'	14°22'01"	15.01'	S24°16'54"E
C5	60.00'	55.06'	52°34'47"	53.15'	N09°11'30"E
C6	60.00'	50.88'	48°35'26"	49.37'	S59°46'36"W
C7	60.00'	58.06'	55°26'42"	55.82'	S68°12'20"E
C8	30.00'	25.23'	48°11'23"	24.49'	S64°34'41"E

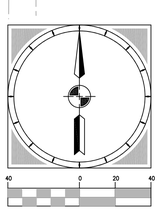
ADDRESSES	
UNIT NUMBER	ADDRESS
56	3491 S 1300 W
57	3509 S 1300 W
58	3529 S 1300 W
59	1291 W 3510 S
59	3496 S 1300 W
60	1273 W 3510 S
61	1251 W 3510 S
62	1229 W 3510 S
63	1220 W 3510 S
64	1232 W 3510 S
65	1254 W 3510 S
66	1272 W 3510 S
67	1290 W 3510 S
67	3524 S 1300 W

ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTAH CODE ANN. § 54–3–27 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)(C)(II) 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:
2.1. A RECORDED EASEMENT OR RIGHT–OF WAY
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
2.4. ANY OTHER PROVISION OF LAW.

DOMINION ENERGY NOTE:

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT–OF–WAY DEPARTMENT AT 1–800–366–8532.



1 INCH = 40 FT
(SCALE IN FEET)

UTILITY EASEMENT DEDICATION

7 POINT ROYAL, LLC OWNER OF THE PROPERTY SET FORTH AND DESCRIBED IN THIS PLAT, HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT–OF–WAY OVER, UNDER, ACROSS, AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS "COMMON AREAS (INCLUDING PRIVATE DRIVEWAYS, STREETS OR LANES)" OR UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, WATER AND DRAINAGE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD AT THE INSTANCE OR REQUEST OF ANY PUBLIC ENTITY OR THE OWNER, THE COST AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE ENTITY REQUIRING OR REQUESTING THE SAME.

UTILITIES APPROVAL

THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED.

CENTURY LINK REPRESENTATIVE

COMCAST CABLE REPRESENTATIVE

ROCKY MOUNTAIN REPRESENTATIVE

DOMINION ENERGY REPRESENTATIVE

BOUNDARY DESCRIPTION

BEGINNING NORTH 89°55'25" EAST 2,190.47 FEET ALONG THE SECTION LINE AND SOUTH 3,502.30 FEET FROM THE CACHE COUNTY SURVEY MONUMENT FOR THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO THE POINT OF BEGINNING; SAID POINT OF BEGINNING BEING ON THE EAST BOUNDARY OF THE ZOLLS WILLOW CREEK LLC PROPERTY AS REFERENCED IN THE MILLVILLE WEST FIELD SURVEY;

RUNNING THENCE S88°53'57"E 120.00 FEET; THENCE N74°53'04"E 62.49 FEET; THENCE S88°53'57"E 418.91 FEET TO THE WEST RIGHT–OF–WAY LINE OF 1200 WEST STREET; THENCE ALONG SAID WEST RIGHT–OF–WAY LINE S00°32'23"W 367.27; THENCE LEAVING SAID WEST RIGHT OF WAY LINE N88°55'24"W 602.51 TO SAID EAST BOUNDARY OF THE ZOLLS WILLOW CREEK LLC PROPERTY; THENCE ALONG SAID EAST BOUNDARY N01°06'03"E 350.06 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.006 ACRES, OR 218,071 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°55'25" EAST BETWEEN THE SURVEY MONUMENTS AT THE WEST AND EAST ONE–QUARTER CORNERS OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10–9a–603 OF THE UTAH CODE, I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17–23–17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BRIAN BALLS – PROFESSIONAL LAND SURVEYOR

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE NIBLEY FARMS PHASE 6 SUBDIVISION, AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF_____ , 2021.

7 POINT ROYAL, LLC
STAN T. ROWLAN (MANAGER)

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF_____ } S.S.

ON THIS_____DAY OF_____, IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME STAN T. ROWLAN, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME AND WHO BY ME BEING DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE MANAGER OF 7 POINT ROYAL, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID STAN T. ROWLAN ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF NIBLEY CITY, CACHE COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____ ,2021

MAYOR

CLERK–RECORDER

MAYOR APPROVAL

PRESENTED TO THE NIBLEY CITY MAYOR THIS ___ DAY OF _____,2021.
AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR | CITY RECORDER | DATE

NIBLEY CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCEPTANCE WITH INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ENGINEER | DATE

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021, BY THE PLANNING COMMISSION OF NIBLEY CITY.

CHAIRMAN, PLANNING COMMISSION

CITY ATTORNEY

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ATTORNEY | DATE

CACHE COUNTY RECORDER

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

_____

DATE _____ TIME _____ FEE _____

ENTRY _____

INDEX | COUNTY RECORDER
FILED IN: FILE OF PLATS

PROJECT
C19-025

SHEET
1 OF 1

ISSUE DATE
5/03/2021

Summit Engineering Group Inc.
Structural • Civil • Surveying
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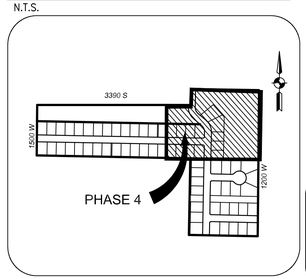
OWNER AND DELVELOPER
7 POINT ROYAL, LLC
95 RIVER BEND WAY
NORTH SALT LAKE, UT 84054

NIBLEY FARMS PHASE 6
FINAL PLAT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M,
NIBLEY CITY, CACHE COUNTY, UTAH

KEY PLAN

N.T.S.



0 30' 60'

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BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.

STREET TREE LEGEND

- MALUS 'SPRING SNOW'– SPRING SNOW CRABAPPLE (20'X20') 1.5" CAL.
- AMELANCHIER X GRANDIFLORA– AUTUMN BRILLIANCE SERVICEBERRY (20'X20') 1.5" CAL.
- PRUNUS SUBHIRTELLA– HIGAN CHERRY (25'X25') 1.5" CAL.

– STREET TREES WILL BE INSTALLED AT THE TIME HOMES ARE LANDSCAPED BY HOMEOWNER

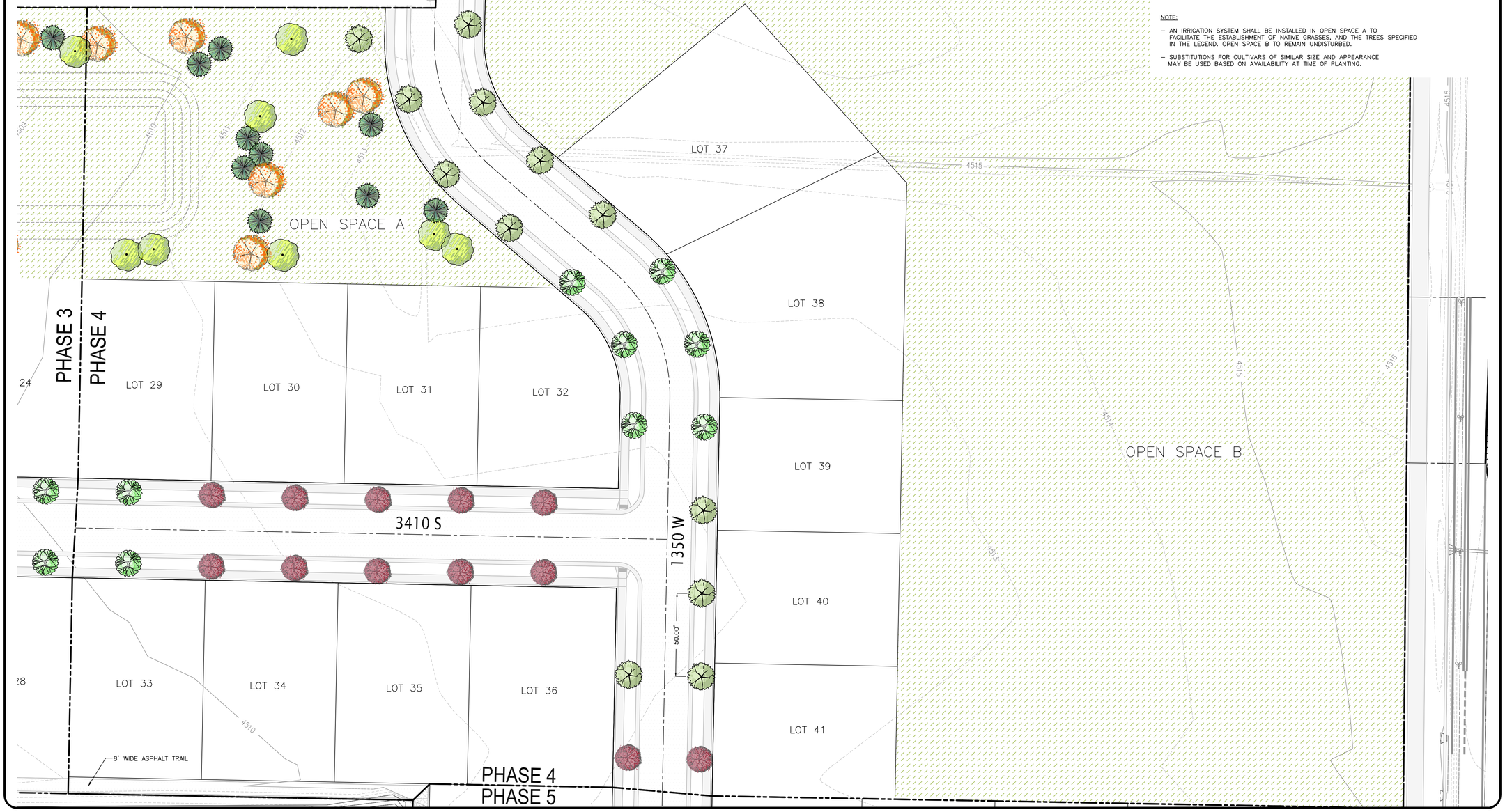
POND TREE LEGEND

- ACER GRANDIDENTATUM– BIGTOOTH MAPLE (25'X25')
- FRAXINUS PENNSYLVANICA 'PATMORE'– PATMORE ASH (50'X40')
- PICEA PUNGENS– COLORADO SPRUCE (40'X20')

NOTE:

– AN IRRIGATION SYSTEM SHALL BE INSTALLED IN OPEN SPACE A TO FACILITATE THE ESTABLISHMENT OF NATIVE GRASSES, AND THE TREES SPECIFIED IN THE LEGEND. OPEN SPACE B TO REMAIN UNDISTURBED.

– SUBSTITUTIONS FOR CULTIVARS OF SIMILAR SIZE AND APPEARANCE MAY BE USED BASED ON AVAILABILITY AT TIME OF PLANTING.



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REVISIONS	DATE	BY
1		
2		
3		
4		
5		
6		
7		
8		

DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER:
DRAWN BY: ZST
ISSUE DATE 04/19/2021

PROJECT NIBLEY FARMS PHASE 4
SHEET TITLE LANDSCAPE PLAN

PROJECT C19-025
SHEET L-1.1

STREET TREE LEGEND

- MALUS 'SPRING SNOW'– SPRING SNOW CRABAPPLE (20'X20') 1.5" CAL.
- AMELANCHIER X GRANDIFLORA– AUTUMN BRILLIANCE SERVICEBERRY (20'X20') 1.5" CAL.
- PRUNUS SUBHIRTELLA– HIGAN CHERRY (25'X25') 1.5" CAL.

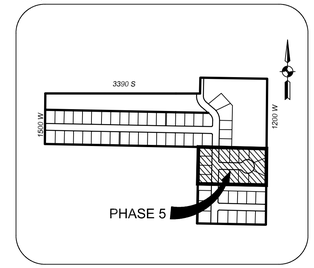
NOTE:

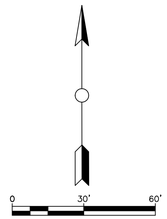
– STREET TREES WILL BE INSTALLED AT THE TIME HOMES ARE LANDSCAPED BY HOMEOWNER.

– SUBSTITUTIONS FOR CULTIVARS OF SIMILAR SIZE AND APPEARANCE MAY BE USED BASED ON AVAILABILITY AT TIME OF PLANTING.

KEY PLAN

N.T.S.





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REVISIONS

DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER:

DRAWN BY: ZST
ISSUE DATE 04/19/2021

PROJECT NIBLEY FARMS PHASE 5

SHEET TITLE LANDSCAPE PLAN

PROJECT C19-025

SHEET L-1.1

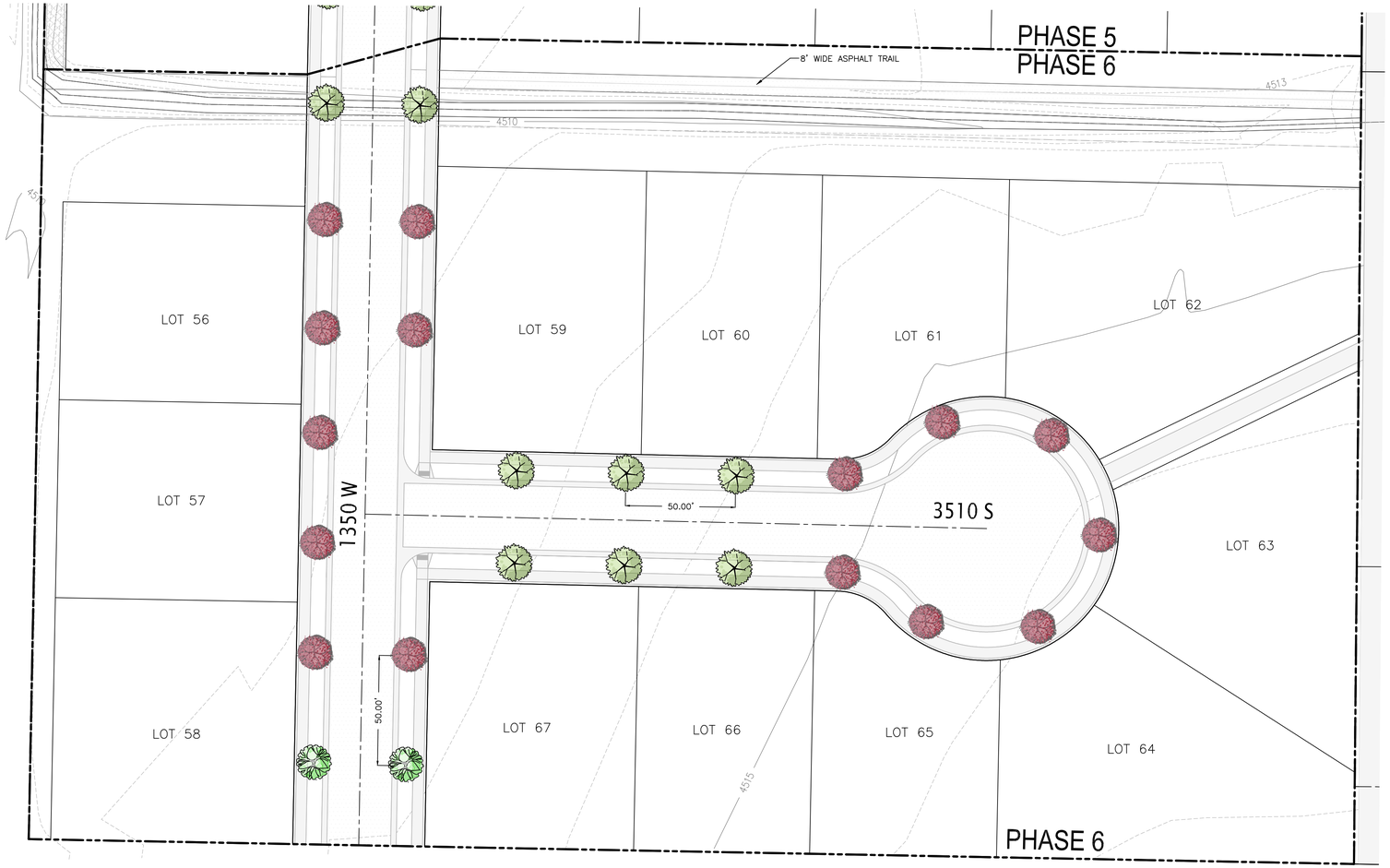
STREET TREE LEGEND

- MALUS 'SPRING SNOW'– SPRING SNOW CRABAPPLE (20'X20') 1.5" CAL.
- AMELANCHIER X GRANDIFLORA– AUTUMN BRILLIANCE SERVICEBERRY (20'X20') 1.5" CAL.
- PRUNUS SUBHIRTELLA– HIGAN CHERRY (25'X25') 1.5" CAL.

NOTE:

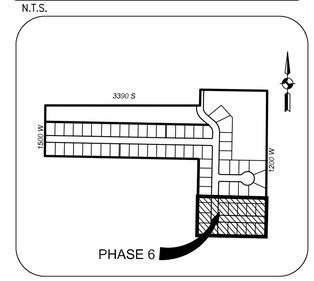
– STREET TREES WILL BE INSTALLED AT THE TIME HOMES ARE LANDSCAPED BY HOMEOWNER.

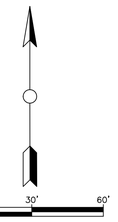
– SUBSTITUTIONS FOR CULTIVARS OF SIMILAR SIZE AND APPEARANCE MAY BE USED BASED ON AVAILABILITY AT TIME OF PLANTING.



KEY PLAN

N.T.S.





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REVISIONS	DATE	BY
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DESIGN ENGINEER _____ DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER:

DRAWN BY: ZST
ISSUE DATE 04/19/2021

PROJECT: NIBLEY FARMS PHASE 6

SHEET TITLE: LANDSCAPE PLAN

PROJECT C19–025

SHEET L–1.1

NIBLEY FARMS PHASE 4 - 5 - 6
IMPROVEMENT PLANS

VICINITY MAP

N.T.S.

PROJECT CONTACTS							
PARTY	CONTACT NAME	COMPANY	ADDRESS	CITY	STATE	ZIP	PHONE
DEVELOPER	TRAVIS TAYLOR	WESTATES COMPANIES, LLC	1950 N 2200 W SUITE 9	SALT LAKE	UT	84116	801-694-5202
ENGINEER	BRIAN BALLS	SUMMIT ENGINEERING	55 WEST CENTER STREET	HEBER CITY	UT	84032	435-654-9229
SURVEYOR	BRIAN BALLS	SUMMIT ENGINEERING	55 WEST CENTER STREET	HEBER CITY	UT	84032	435-654-9229

SHEET INDEX	
SHEET NO.	NAME
C-1.1	COVER
C-2.1	3410 S STA: 11+00 TO 16+00 PLAN AND PROFILE
C-2.2	1350 W STA: 0+00 TO 6+00 PLAN AND PROFILE
C-2.3	1350 W STA: 6+00 TO 12+00 PLAN AND PROFILE
C-2.4	3440 S STA: 0+00 TO 3+50 PLAN AND PROFILE
C-2.5	3510 S PLAN AND PROFILE
C-2.6	STORM DRAIN POND PLAN AND PROFILE
C-2.7	STORM DRAIN CATCH BASIN PLAN AND PROFILES
C-2.8	1200 W BACK OF CURB PLAN AND PROFILE STA: 0+00 TO 6+50
C-2.9	1200 W BACK OF CURB PLAN AND PROFILE STA: 6+50 TO 12+78
C-2.10	1200 W IMPROVEMENTS WITH PH4-5-6
C-2.11	1200 W FUTURE IMPROVEMENTS
C-3.1	GRADING PLAN
C-3.2	GRADING PLAN
D-1	DETAILS
D-2	DETAILS
D-3	DETAILS
–	PHASE 4 PLAT
–	PHASE 5 PLAT
–	PHASE 6 PLAT

TOTAL PROJECT TABULATIONS (PH1 TO 6)

	ZONED	SUBDIVISION
MINIMUM LOT SIZE	7,800 sf	8,800 sf
AVERAGE LOT SIZE	9,200 sf	10122 sf.
FRONTAGE	80'	80'

Size of parcel – 1,387,314.85 sf – 31.85 ac
Net developable (city default) = 31.85 ac x 0.8 = 25.48 ac
Net developable (calculated) = 31.85 ac – 4.19 = 27.66 ac
Max number of homes 27.66 x 2 = 55

Open space required = 27.66 x 0.40 = 11.06
Open space provided = 11.45 ac
Open space ratio = 11.45 / 27.66 = 0.414
Incentive multiplier = 1.35

Max number of homes = 1.35 x 55 = 74 homes

67 lots designed
Min width = 80 ft

CALL BLUE STAKES 811 BEFORE YOU DIG 1-800-662-4111

THE DATUM FOR THE ELEVATIONS SHOWN ON THIS PLAN WERE ESTABLISHED AS NORTH AMERICAN VERTICAL DATUM '88 (NAVD88) TO CONFORM WITH NIBLEY CITY EXISTING BENCHMARKS

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REVISIONS		DATE	BY
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DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

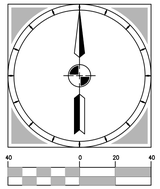
DRAWN BY: AVF
ISSUE DATE 4/7/2021

PROJECT NIBLEY FARMS PHASE 4-5-6

SHEET TITLE COVER SHEET

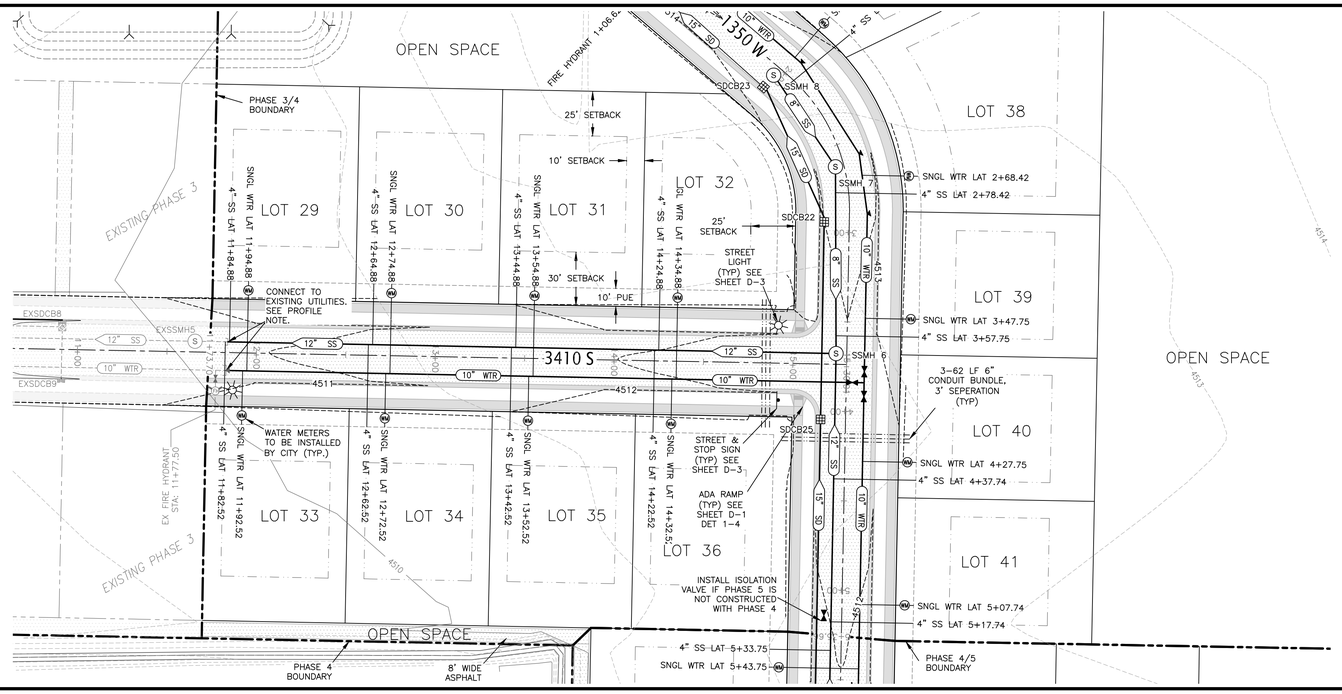
PROJECT C19-025

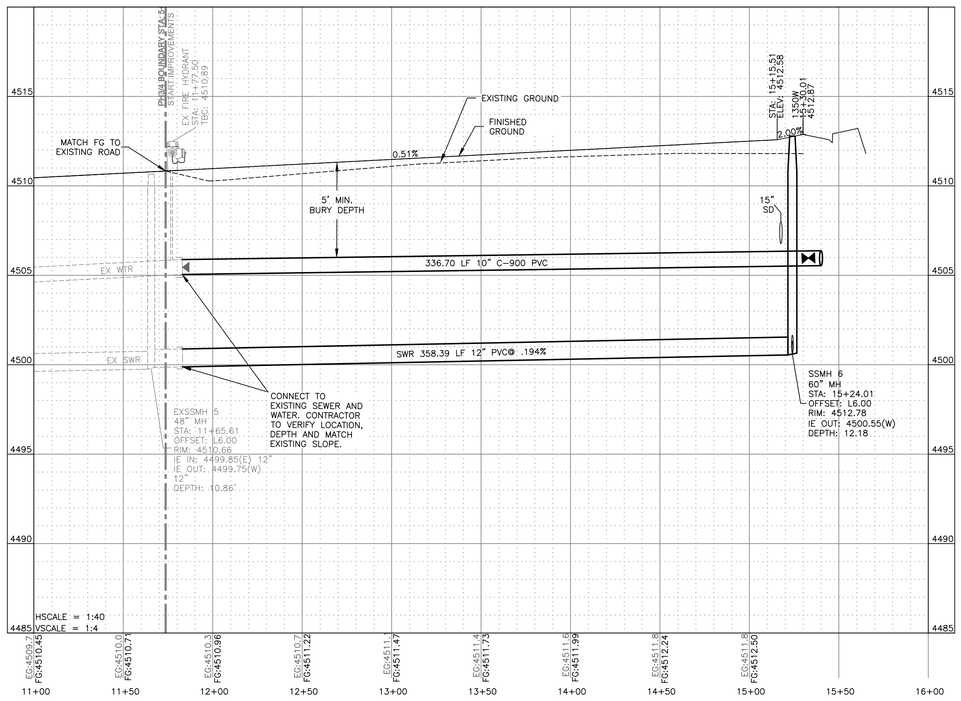
SHEET C-1.1



1 INCH = 40 FT
(SCALE IN FEET)

HORIZONTAL SCALE:
1"= 40' (22x34)
1"=80' (11x17)
VERTICAL SCALE: 1"=4'

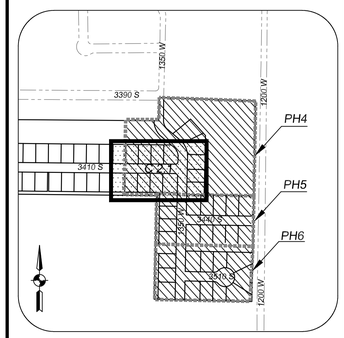




EXISTING UTILITIES HAVE BEEN NOTED TO THE BEST OF ENGINEER'S KNOWLEDGE. UTILITIES FOUND IN THE FIELD, THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS, THAT HAVE NOT BEEN IDENTIFIED SHALL BE RAISED, RELOCATED, REMOVED, ETC. AT OWNER'S EXPENSE.

KEY PLAN

N.T.S.



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	REVISIONS	DATE	BY
1			
2			
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5			
6			
7			
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DESIGN ENGINEER | DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE 4/7/2021

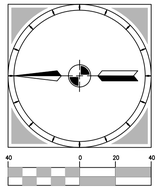
PROJECT
NIBLEY FARMS PHASE 4-5-6

SHEET TITLE
3410 SOUTH STA 11+00 TO 16+00 PLAN AND PROFILE

PROJECT
C19-025

SHEET
C-2.1

Z:\SEG PROJECTS\CURRENT PROJECTS\C19-025 WESTATES NIBLEY\WORKING FILES\ENGINEERING\DWG\C19-025 PH-4-5-6 OVERALL P&P.DWG



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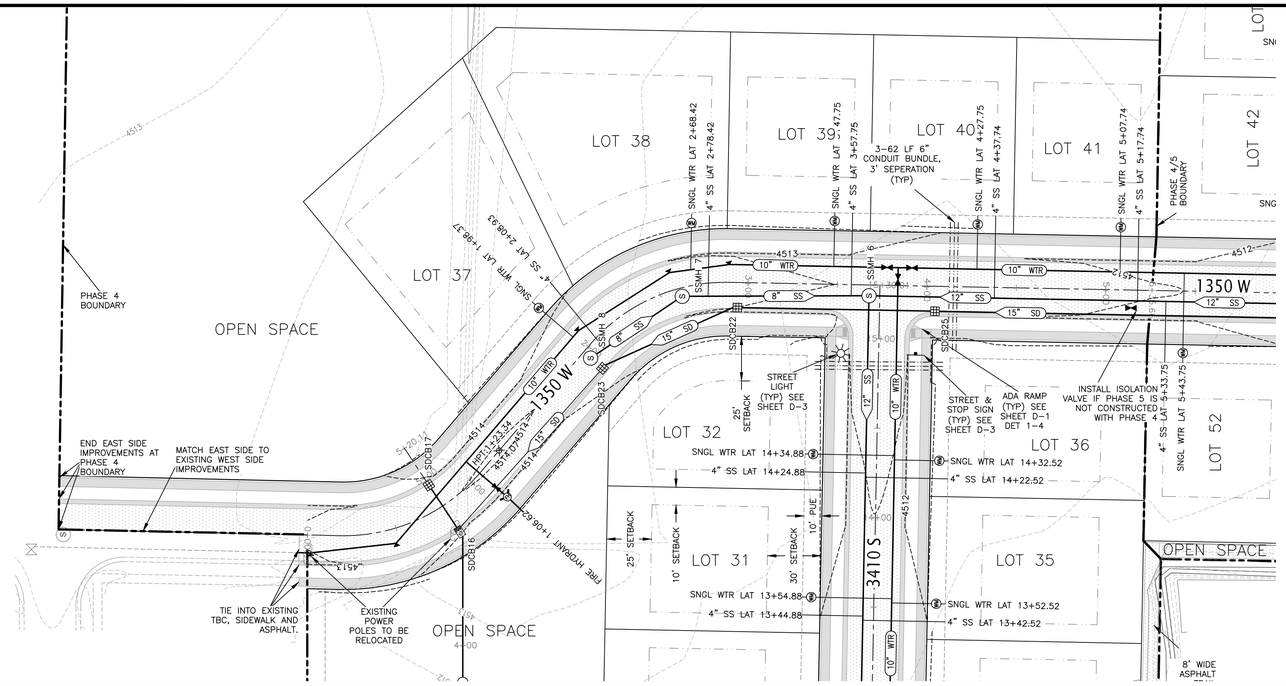
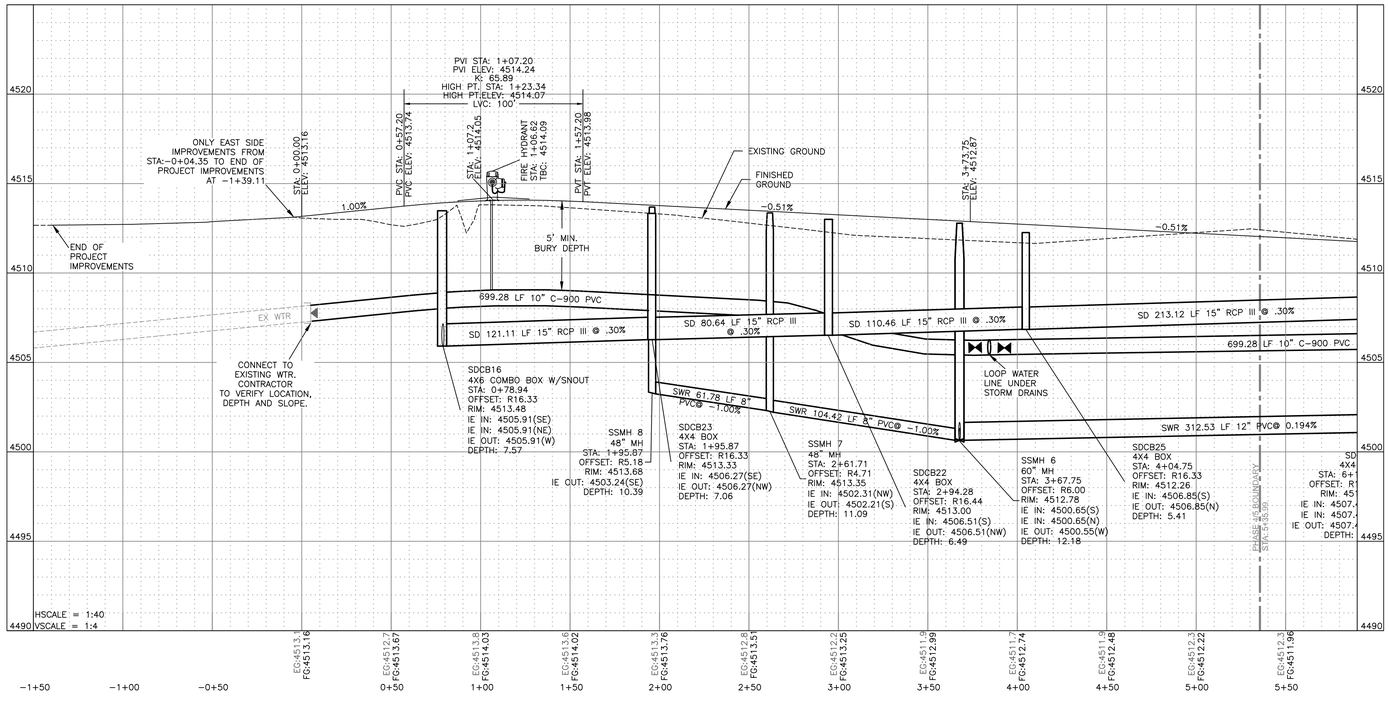
1"=80' (11x17)
VERTICAL SCALE: 1"=4'





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KEY PLAN

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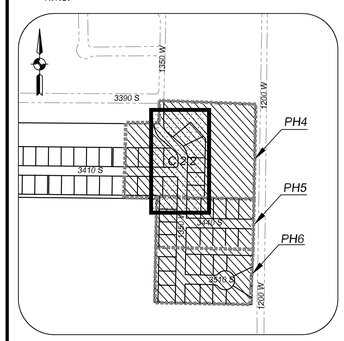

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#	REVISIONS	DATE	BY
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DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB
DRAWN BY: ANF
ISSUE DATE 4/7/2021

PROJECT
NIBLEY FARMS PHASE 4-5-6

SHEET TITLE
1350 WEST STA 0+00 TO 6+00 PLAN AND PROFILE

PROJECT
C19-025

SHEET
C-2.2

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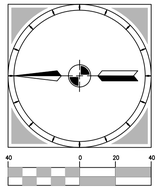

1 INCH = 40 FT
(SCALE IN FEET)

HORIZONTAL SCALE:
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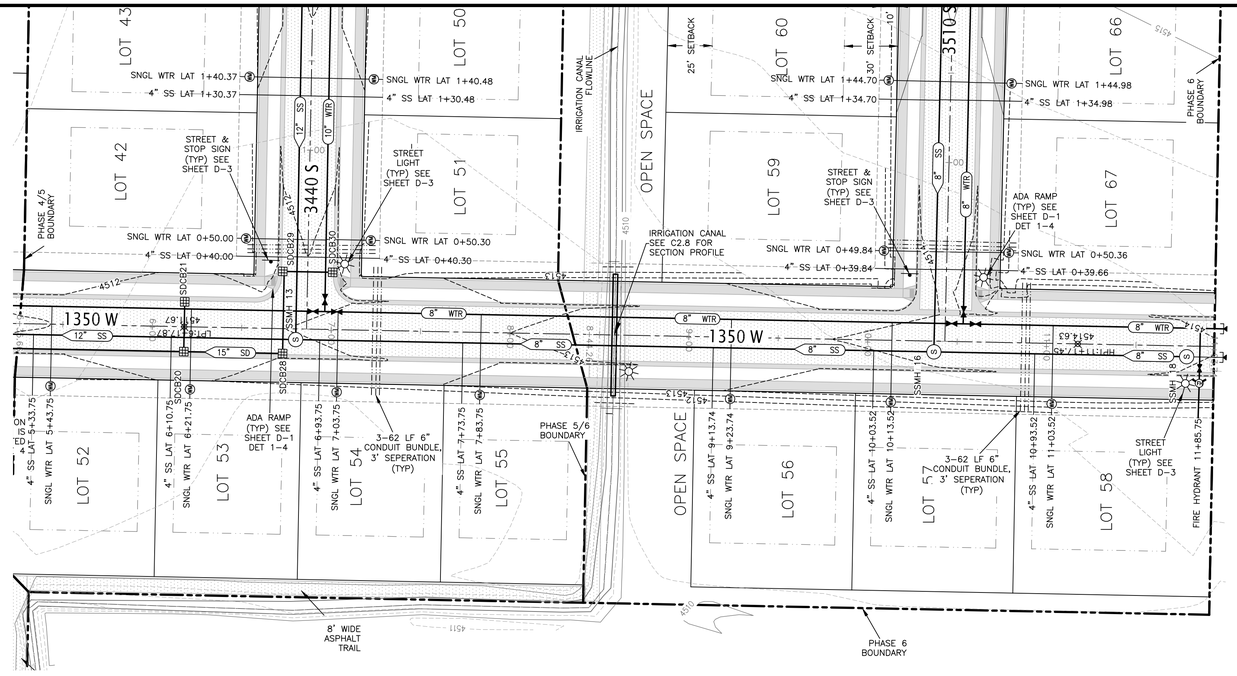

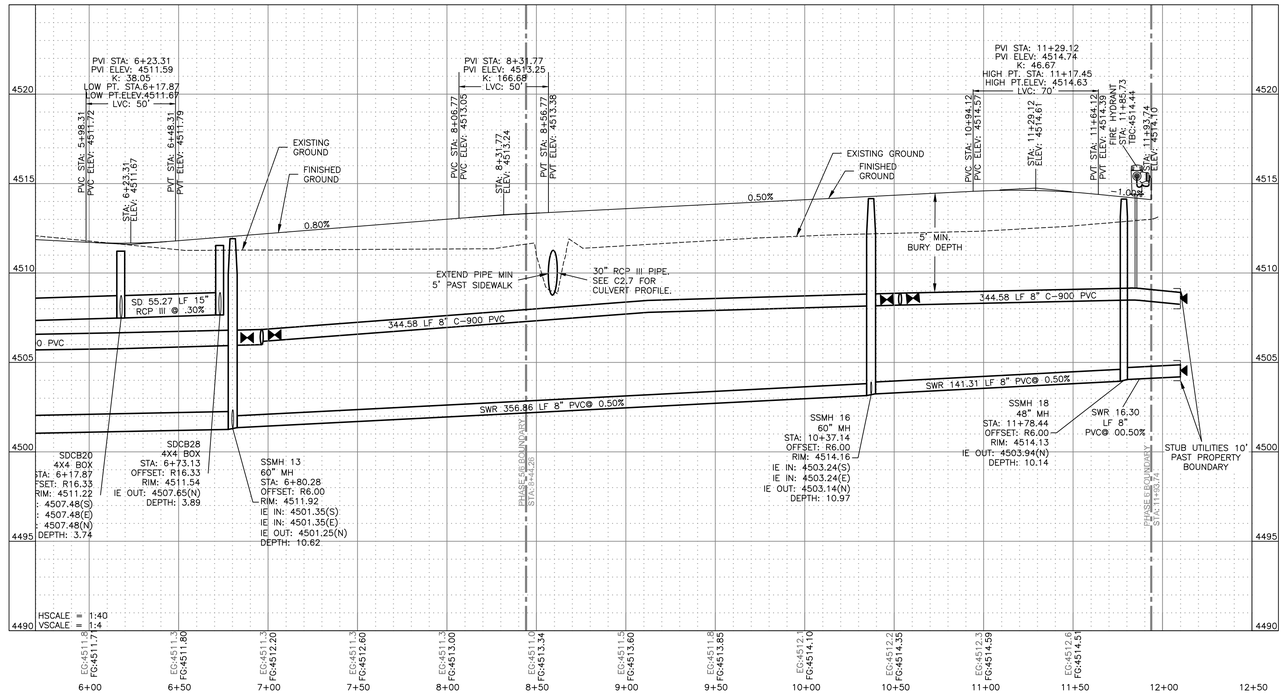

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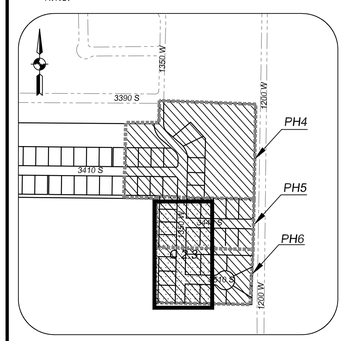

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DESIGN ENGINEER — DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE: 4/7/2021

PROJECT: NIBLEY FARMS PHASE 4-5-6

SHEET TITLE: 1350 WEST STA 6+00 TO 12+00 PLAN AND PROFILE

PROJECT: C19-025

SHEET: C-2.3

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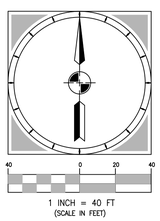

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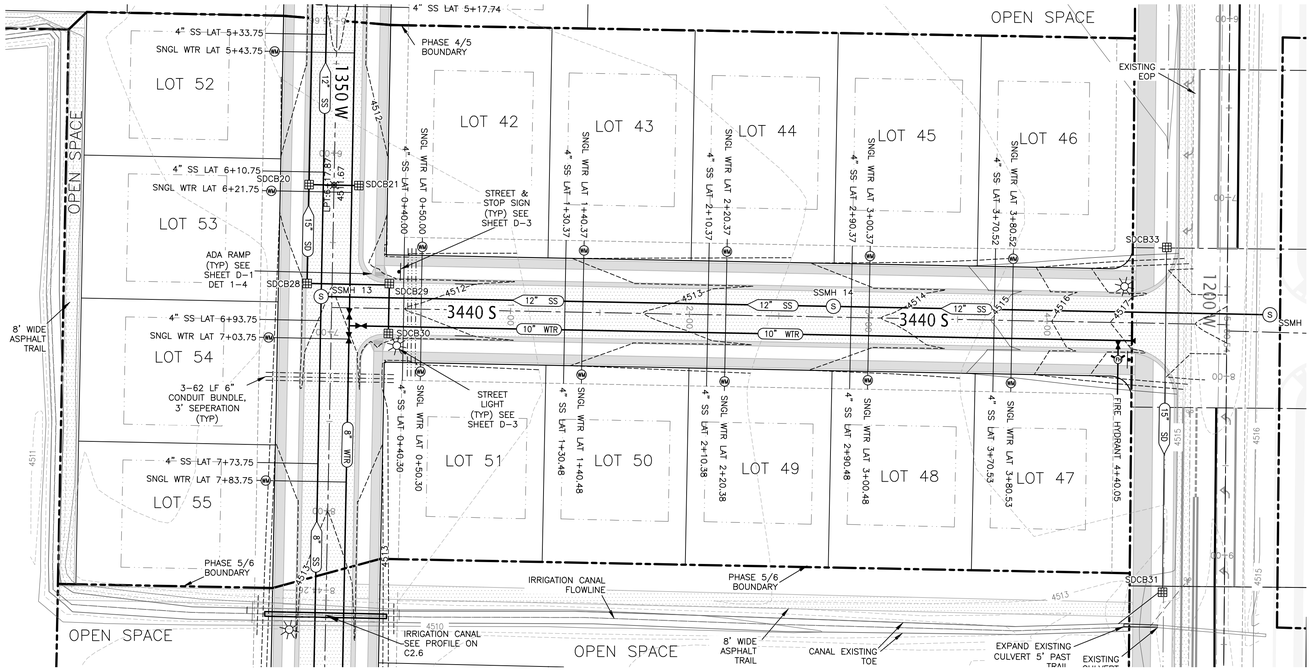

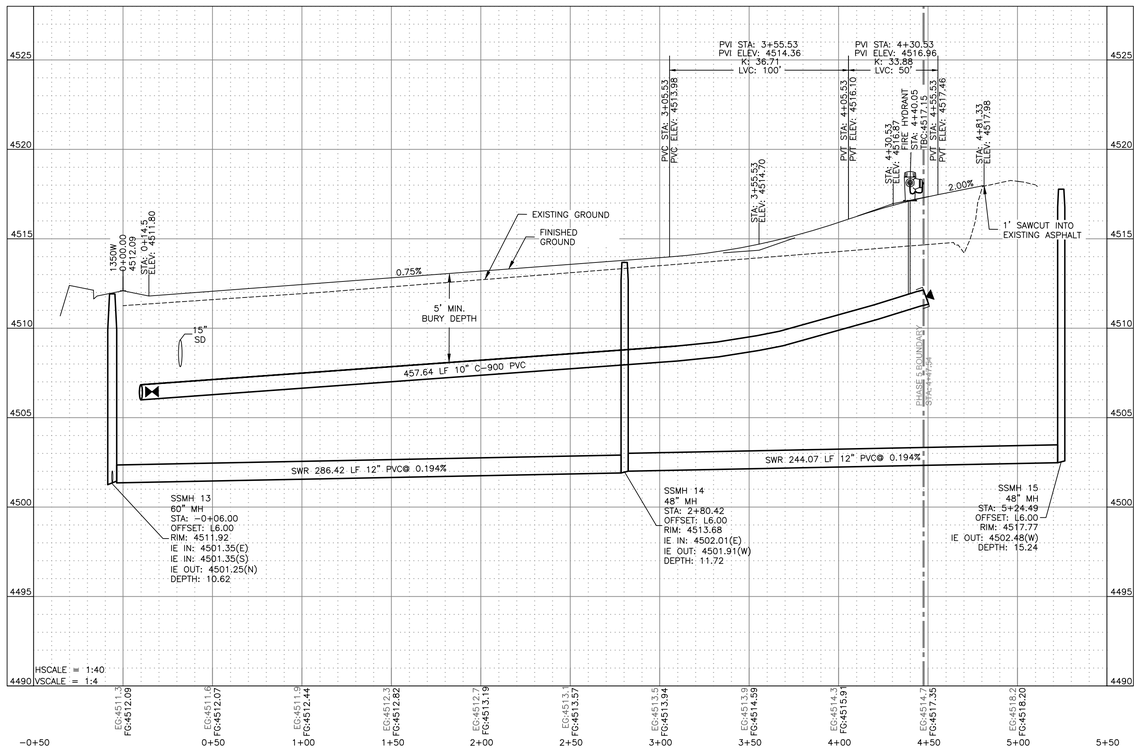

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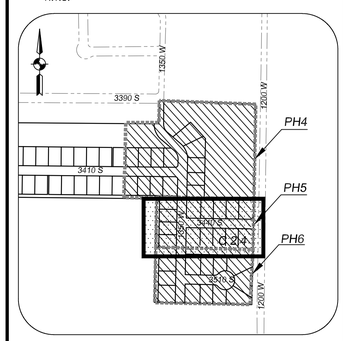

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DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB
DRAWN BY: ANF
ISSUE DATE 4/7/2021

PROJECT
NIBLEY FARMS PHASE 4-5-6

SHEET TITLE
3440 SOUTH STA 0+00 TO 3+50 AND IRRIGATION CANAL PLAN AND PROFILE

PROJECT
C19-025

SHEET
C-2.4

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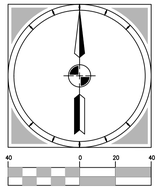

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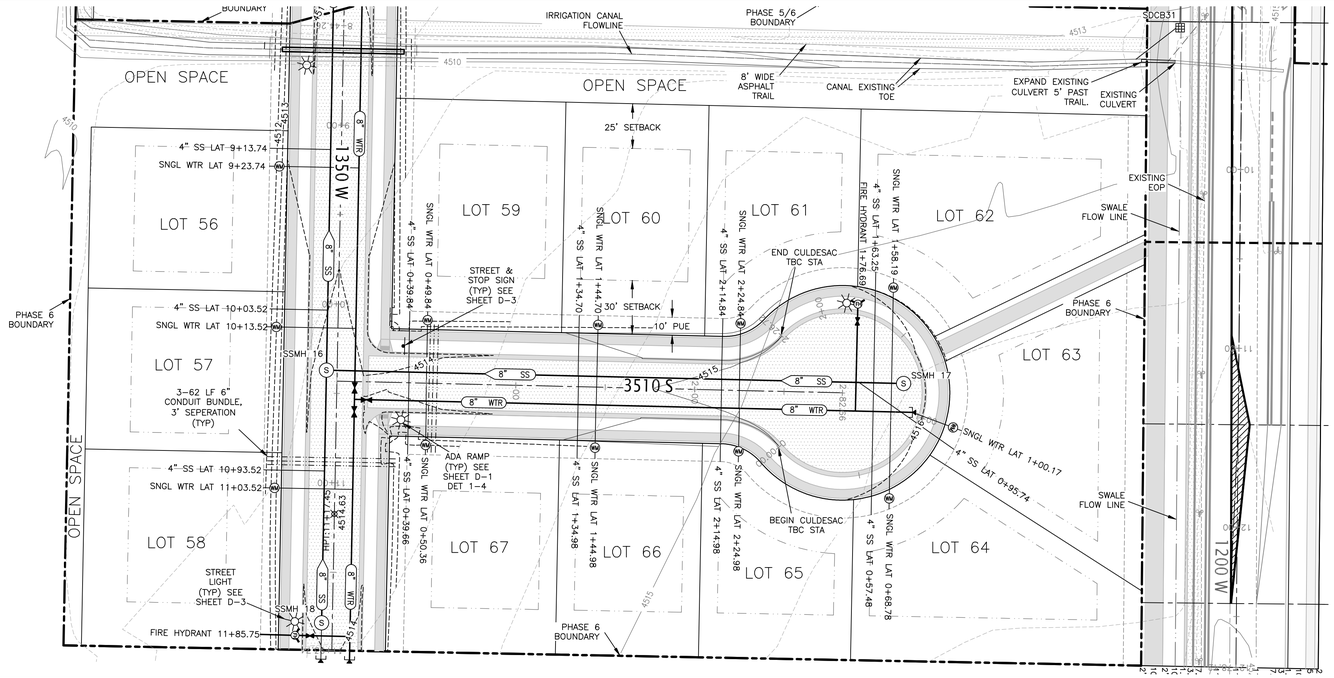

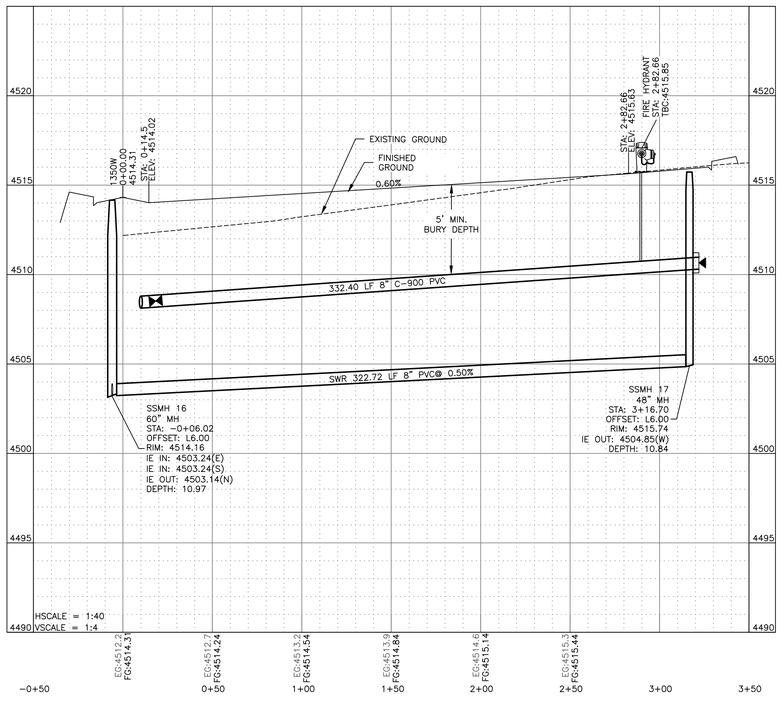

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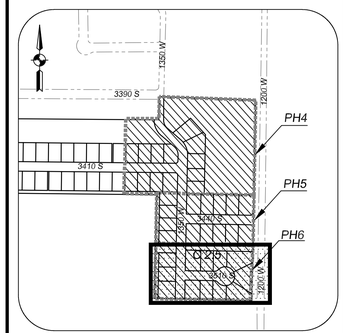

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DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE 4/7/2021

PROJECT NIBLEY FARMS PHASE 4-5-6

SHEET TITLE 3510 SOUTH PLAN AND PROFILE

PROJECT C19-025

SHEET C-2.5

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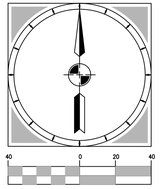

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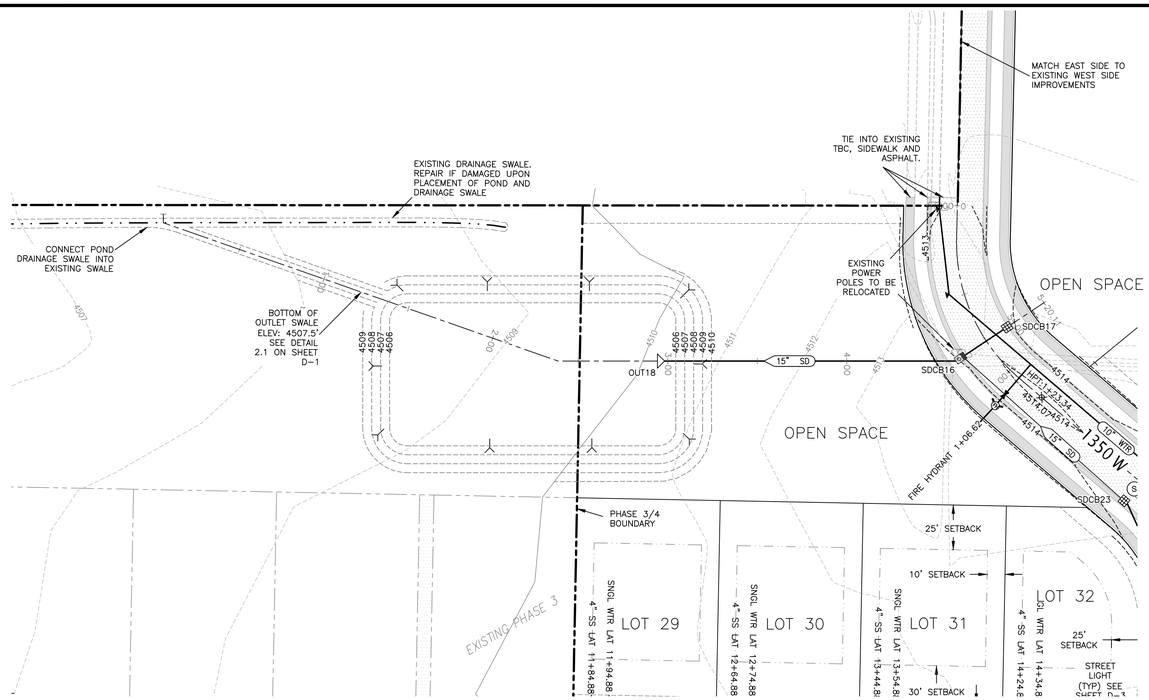

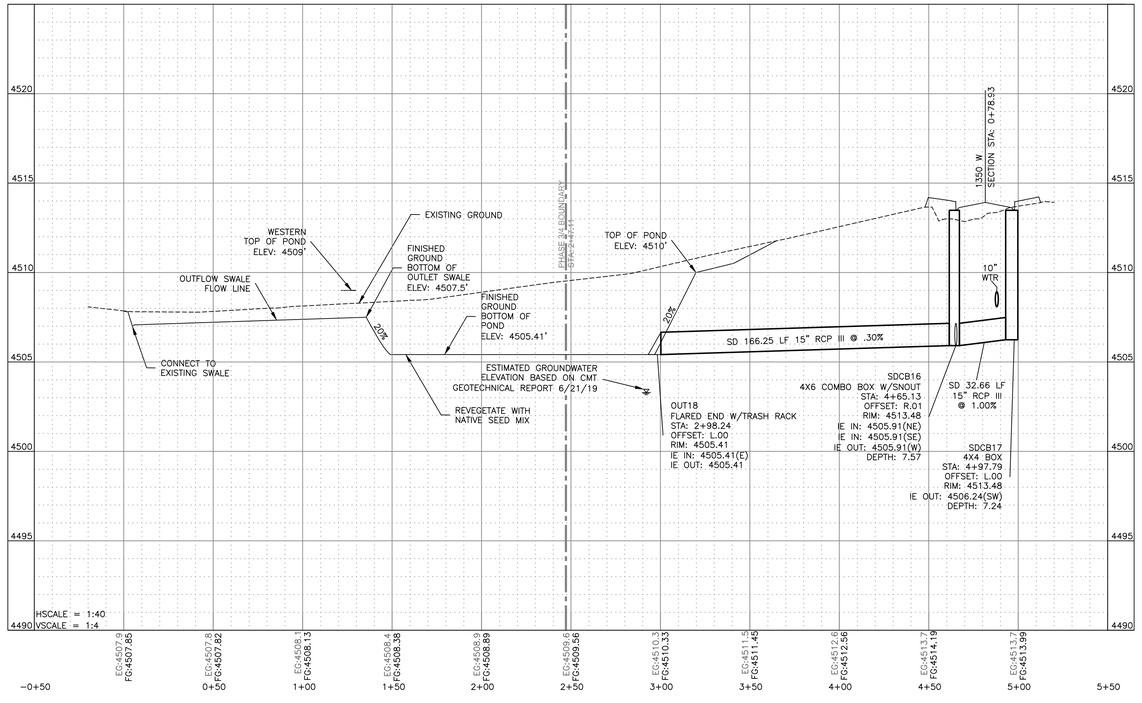

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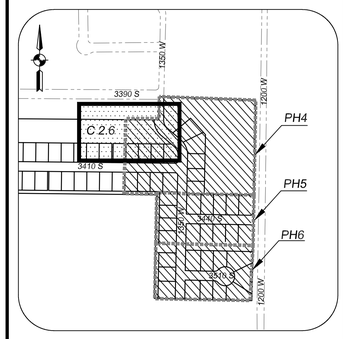

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DESIGN ENGINEER | DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE: 4/7/2021

PROJECT: NIBLEY FARMS PHASE 4-5-6

SHEET TITLE: STORM DRAIN POND PLAN AND PROFILE

PROJECT: C19-025

SHEET: C-2.6

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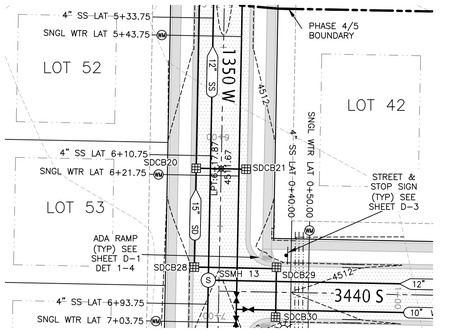
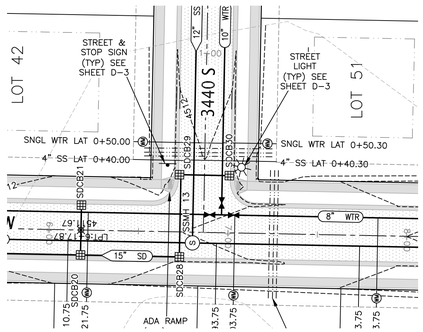
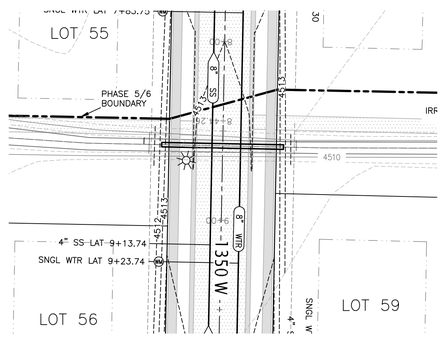


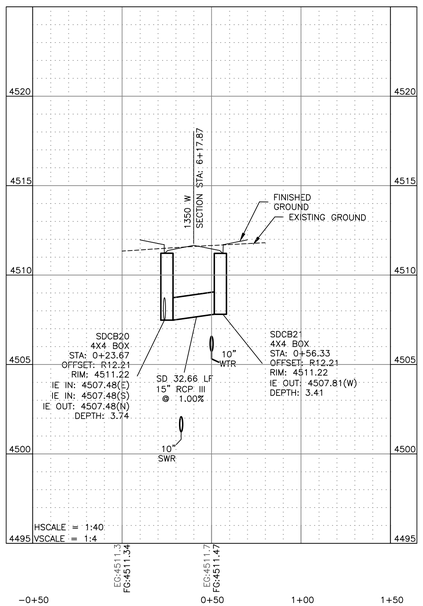




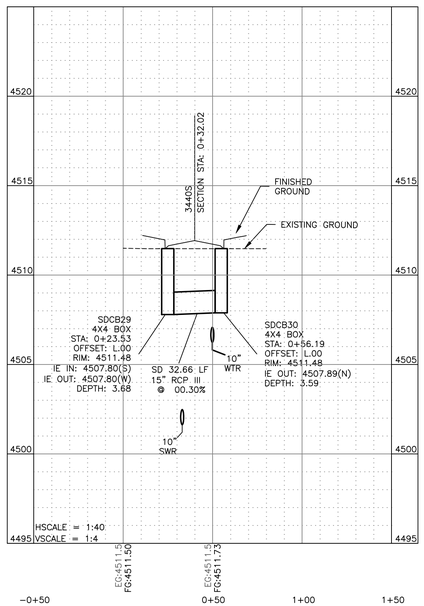
1 INCH = 40 FT
(SCALE IN FEET)

HORIZONTAL SCALE:
1"= 40' (22x34)
1"=80' (11x17)
VERTICAL SCALE: 1"=4'

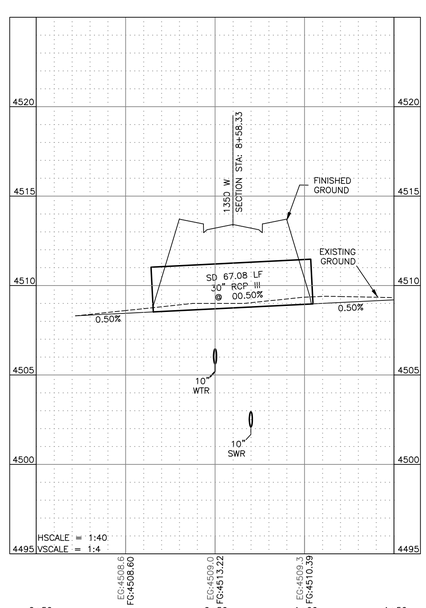
1350 W STA:6+13.30
SECTION PROFILE
SDCB 21 TO SDCB 20



3440 S STA:0+32.02
SECTION PROFILE
SDCB 30 TO SDCB 29



1350 W STA:8+58.33
SECTION PROFILE
IRRIGATION CANAL



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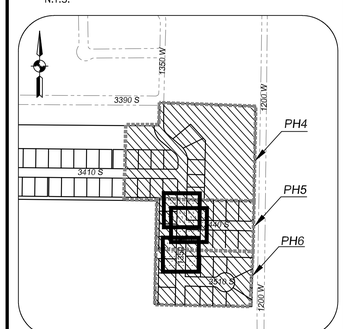

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REVISIONS

DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE 4/7/2021

PROJECT
NIBLEY FARMS PHASE 4-5-6

SHEET TITLE
STORM DRAIN CATCH BASIN PLAN AND PROFILES

PROJECT
C19-025

SHEET
C-2.7

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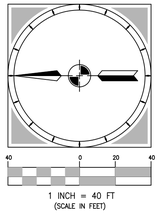

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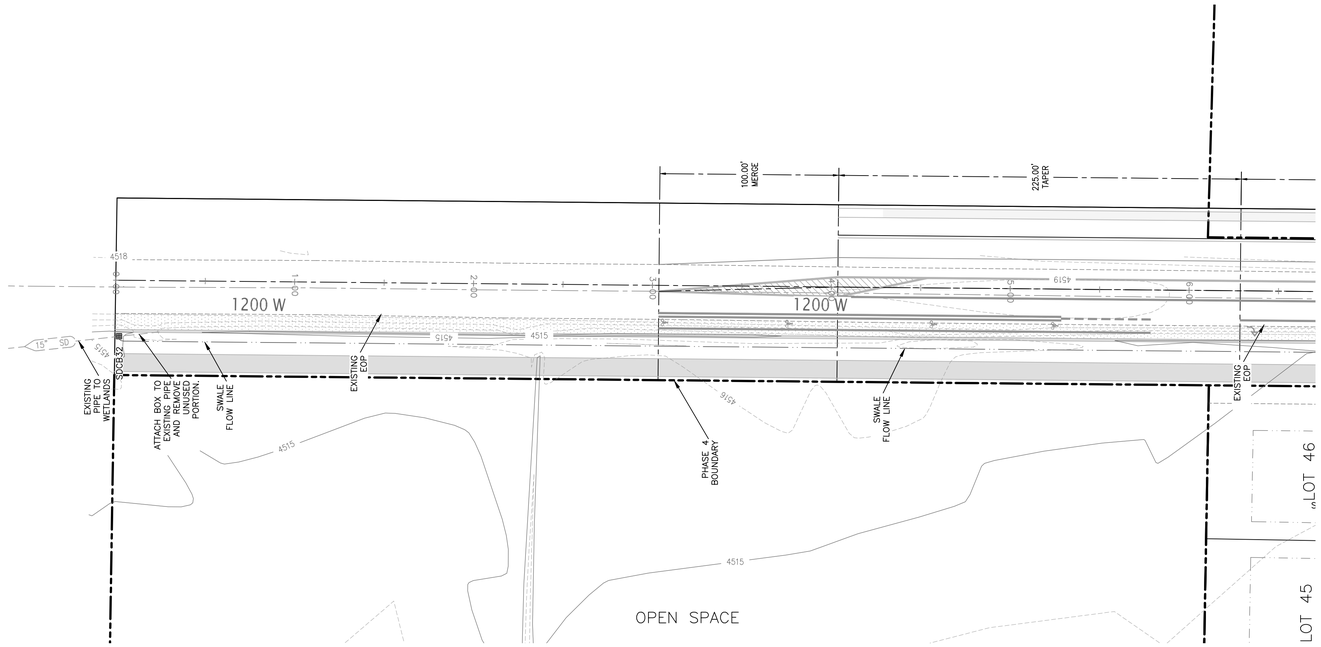
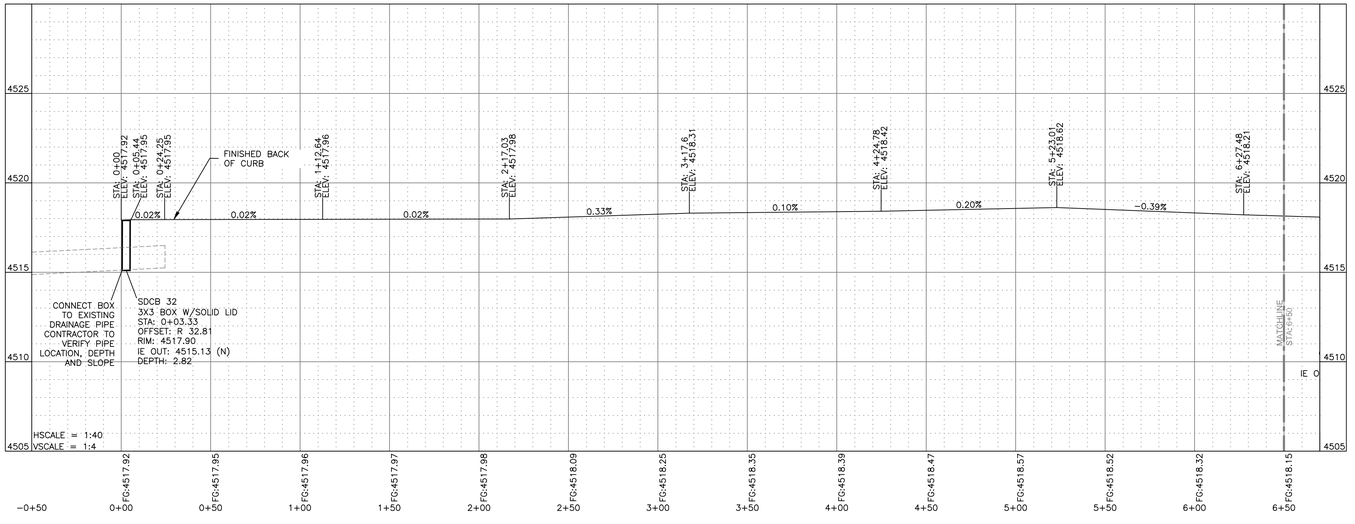
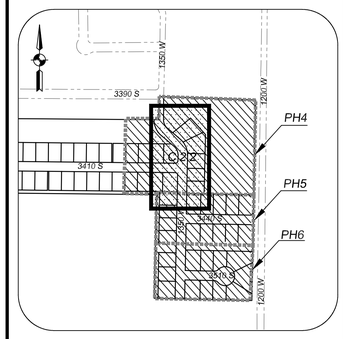




EXISTING UTILITIES HAVE BEEN NOTED TO THE BEST OF ENGINEER'S KNOWLEDGE. UTILITIES FOUND IN THE FIELD, THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS, THAT HAVE NOT BEEN IDENTIFIED SHALL BE RAISED, RELOCATED, REMOVED, ETC. AT OWNER'S EXPENSE.

KEY PLAN
N.T.S.



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	REVISIONS	DATE	BY
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DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE 4/7/2021

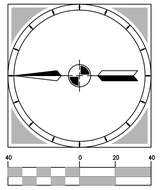
PROJECT
NIBLEY FARMS PHASE 4-5-6

SHEET TITLE
1200 W BACK OF CURB PLAN AND PROFILE STA: 0+00 TO 6+50

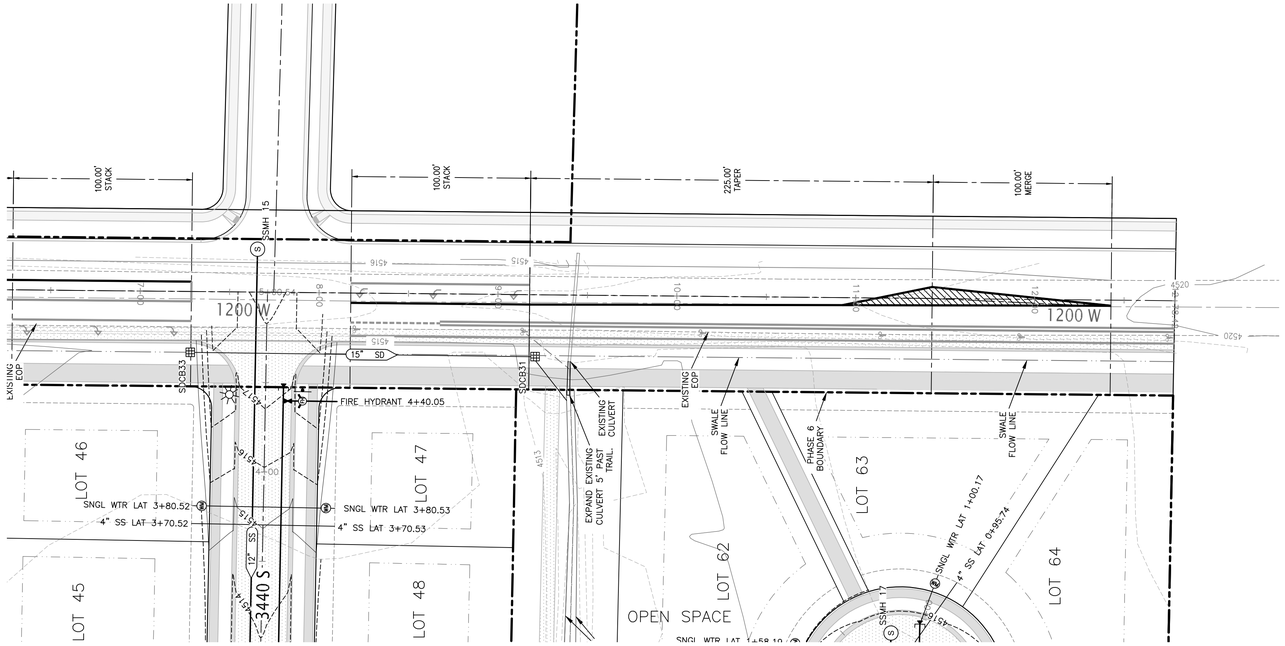
PROJECT
C19-025

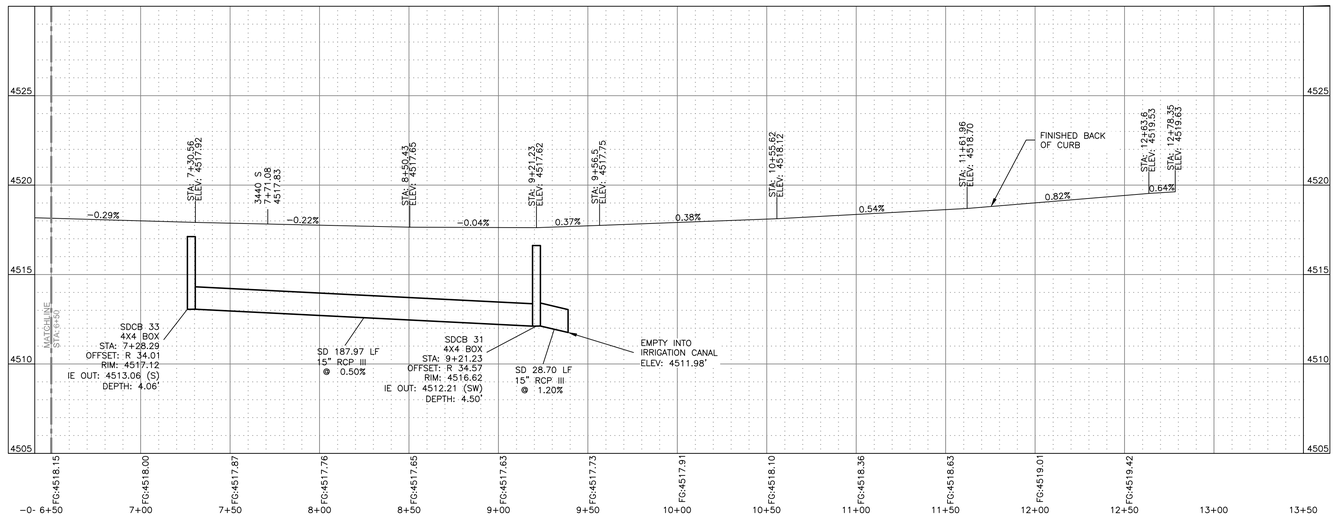
SHEET
C-2.8

Z:\SEG PROJECTS\CURRENT PROJECTS\C19-025 WESTATES NIBLEY\WORKING FILES\ENGINEERING\DWG\C19-025 PH-4-5-6 OVERALL P&P.DWG



HORIZONTAL SCALE:
1"= 40' (22x34)
1"=80' (11x17)
VERTICAL SCALE: 1"=4'





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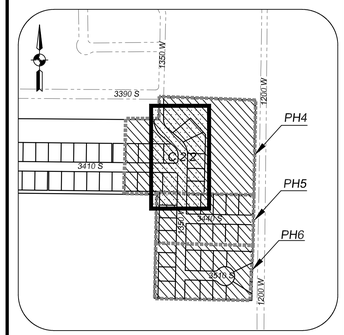
KEY PLAN

N.T.S.



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DESIGN ENGINEER | DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE: 4/7/2021

PROJECT: NIBLEY FARMS PHASE 4-5-6

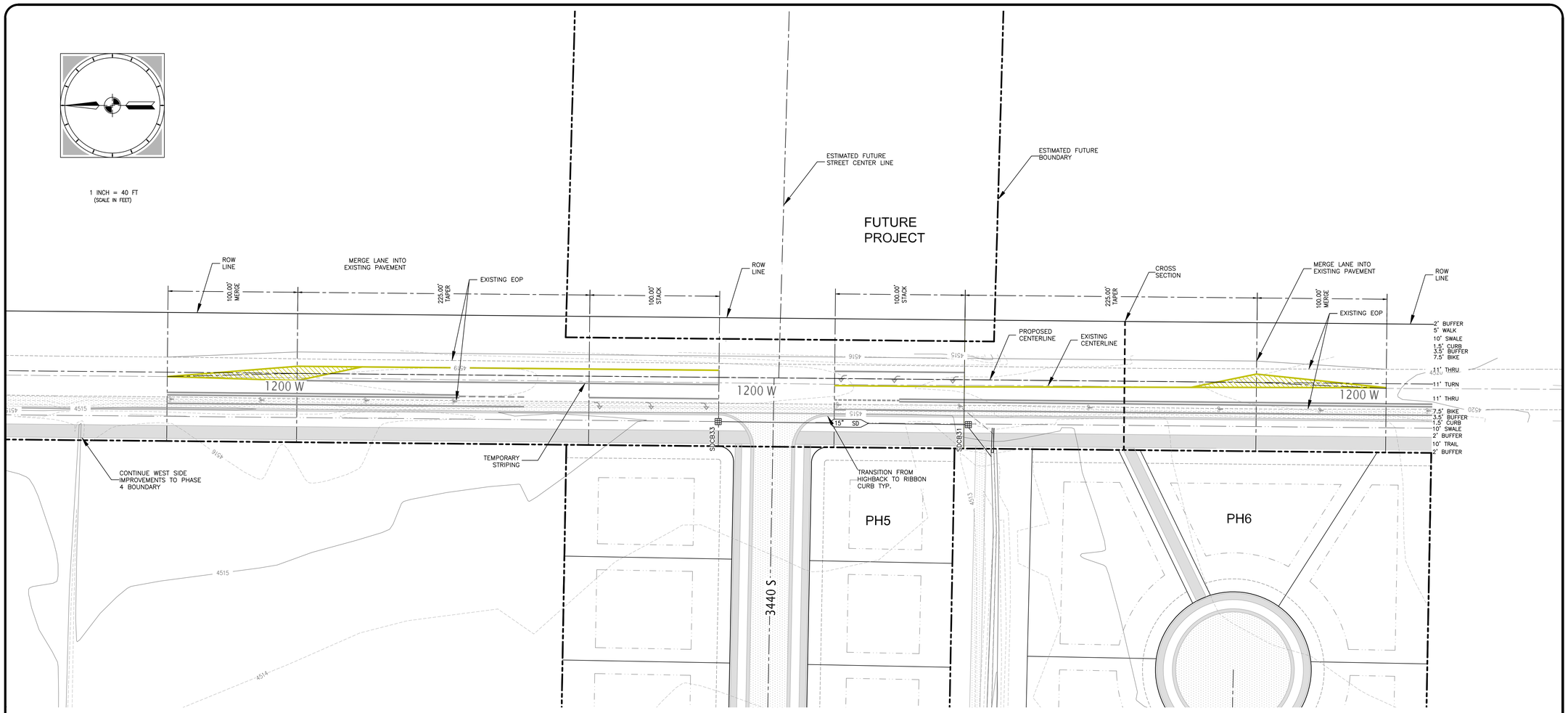
SHEET TITLE: 1200 W BACK OF CURB PLAN AND PROFILE STA: 6+50 TO 12+78

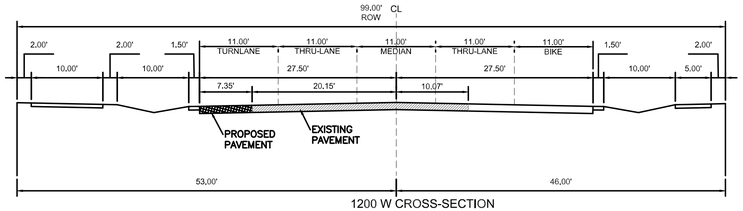
PROJECT: C19-025

SHEET: C-2.9

Z:\SEG PROJECTS\CURRENT PROJECTS\C19-025 WESTATES NIBLEY\WORKING FILES\ENGINEERING\DWG\C19-025 PH-4-5-6 OVERALL P&P.DWG

1 INCH = 40 FT
(SCALE IN FEET)





1200 W CROSS-SECTION

1 INCH = 10 FT
(SCALE IN FEET)

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DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE 4/7/2021

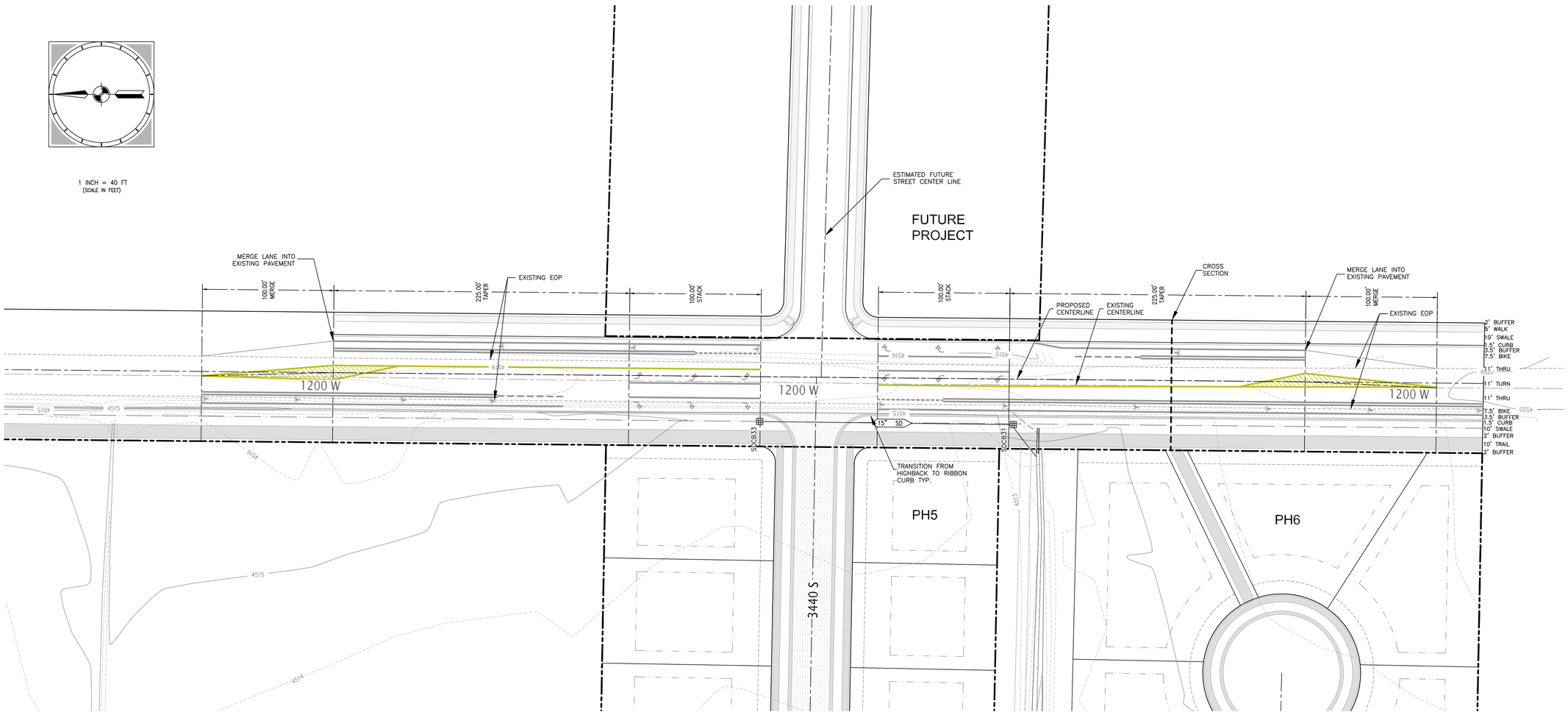
PROJECT
NIBLEY FARMS PHASE 4-5-6

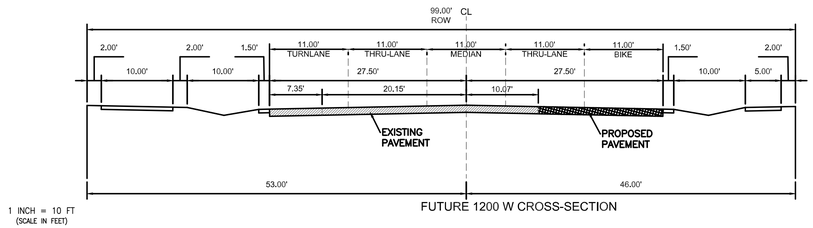
SHEET TITLE
1200W IMPROVEMENTS WITH PHASES 4-5-6

PROJECT
C19-025

SHEET
C-2.10

1 INCH = 40 FT
(SCALE IN FEET)





1 INCH = 10 FT
(SCALE IN FEET)

FUTURE 1200 W CROSS-SECTION

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PROJECT MANAGER: BMB

DRAWN BY: ANF
ISSUE DATE 4/7/2021

PROJECT: NIBLEY FARMS PHASE 4-5-6

SHEET TITLE: FUTURE 1200 W IMPROVEMENTS

PROJECT C19-025

SHEET C-2.11

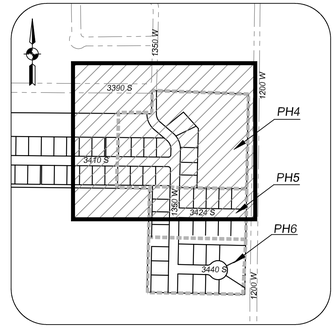
1 INCH = 60 FT
(SCALE IN FEET)

HORIZONTAL SCALE:
1"= 60' (22x34)
1"= 120' (11x17)

PHASE 4 BOUNDARY
PHASE 5 BOUNDARY
PHASE 5/6 BOUNDARY
OPEN SPACE
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
LOT 38
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
LOT 44
LOT 45
LOT 46
LOT 47
LOT 48
LOT 49
LOT 50
LOT 51
LOT 52
LOT 53
LOT 54
LOT 55
LOT 59
LOT 60
LOT 61
LOT 62
3410 S
3440 S
1350 W
1200 W
EXISTING DRAINAGE SWALE
CONNECT POND DRAINAGE DITCH TO EXISTING DRAINAGE SWALE
OVERFLOW DITCH SEE 1.2 ON SHEET D-1
CONNECT TO EXISTING TBC, SIDEWALK AND ASPHALT.
CONNECT TO EXISTING TRAIL
EXISTING IRRIGATION DITCH TO BE ABANDONED
SAWCUT 1' AND EXPAND EOP WITH PROJECT
EXISTING ROAD
TRAVELED LANE CL
ROW CL
SWALE FLOW LINE
EXISTING TOE
EXISTING FL
8' WIDE ASPHALT TRAIL
20' CANAL EASEMENT
225.00' TAPER
100.00' STACK
100.00' MERGE
60.00' ROW
53'
29'

KEY PLAN

N.T.S.



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DESIGN ENGINEER | DATE

PROJECT ENGINEER: EMB
PROJECT MANAGER: BMB

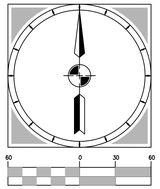
DRAWN BY: ANF
ISSUE DATE: 4/7/2021

PROJECT: NIBLEY FARMS PHASE 4-5-6

SHEET TITLE: GRADING PLAN

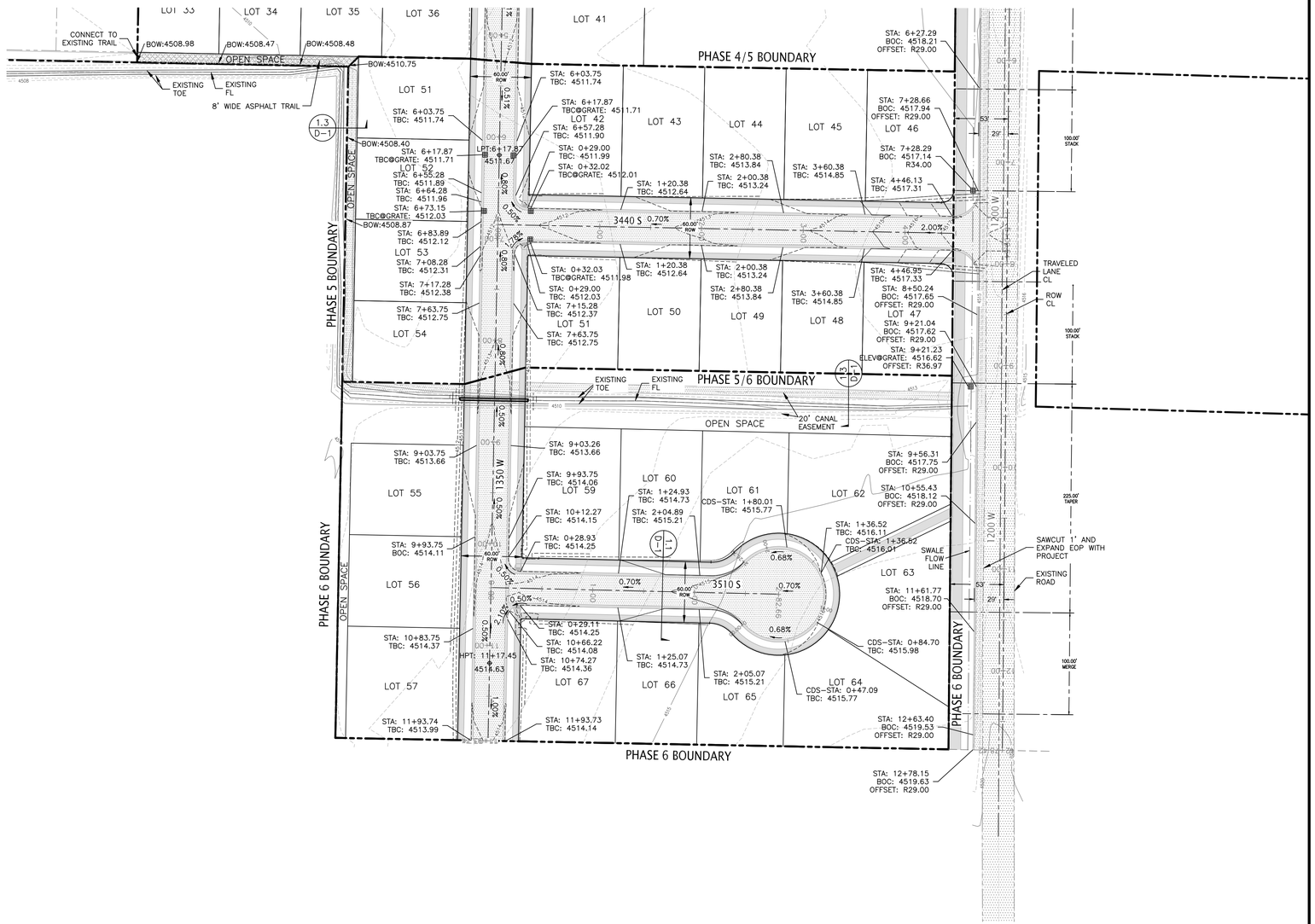
PROJECT: C19-025

SHEET: C-3.1



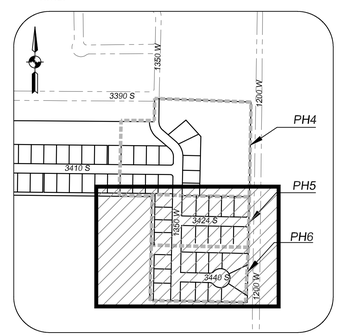
1 INCH = 60 FT
(SCALE IN FEET)

HORIZONTAL SCALE:
1"= 60' (22x34)
1"= 120' (11x17)



KEY PLAN

N.T.S.



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DESIGN ENGINEER DATE

PROJECT ENGINEER: BMB
PROJECT MANAGER: BMB

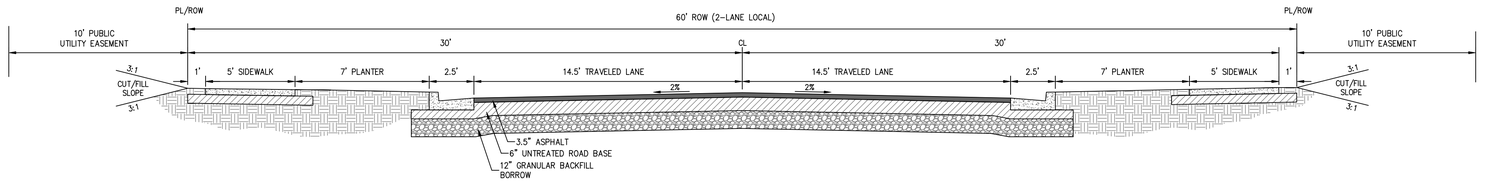
DRAWN BY: ANF
ISSUE DATE 4/7/2021

PROJECT
NIBLEY FARMS PHASE 4-5-6

SHEET TITLE
GRADING PLAN

PROJECT
C19-025

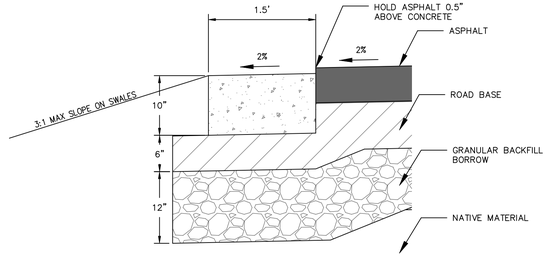
SHEET
C-3.2



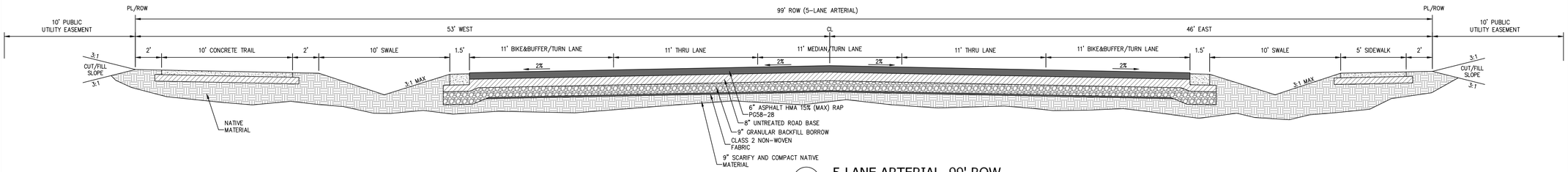
NOTES:

1. IF DURABLE BEDROCK OR GRANULAR SOIL WITH CBR OF 20 OR GREATER ARE ENCOUNTERED AT THE SUB BASE LEVEL, A GRANULAR SUB BASE LAYER MAY BE OMITTED (TO BE DETERMINED BY THE GEOTECHNICAL ENGINEER).
2. ROAD SECTION THICKNESS PER NIBLEY CITY STANDARDS OR GEOTECHNICAL ENGINEERING RECOMMENDATIONS WHICHEVER IS GREATER
3. ALL DISTURBED SURFACES REQUIRE 4 TO 6 INCHES OF TOPSOIL AND SEED.
4. AFTER REMOVAL OF ALL ORGANIC TOPSOIL MATERIALS, 6" SCARIFICATION AND RE-COMPACTION IS REQUIRED.
5. SEE PLAN AND PROFILE SHEETS FOR SPECIFIC PIPE LOCATIONS.

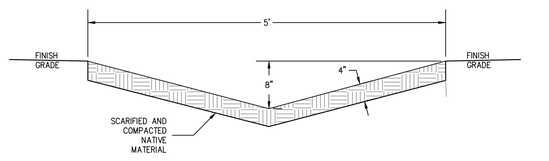
1.1 2-LANE LOCAL, 60' ROW
Scale: NTS



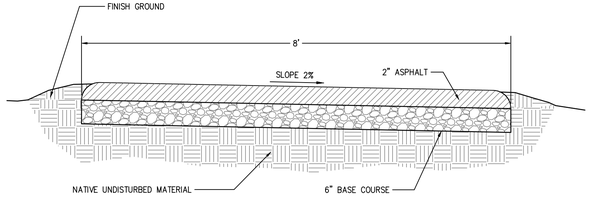
1.5 RIBBON CURB
NTS



1.4 5-LANE ARTERIAL, 99' ROW
Scale: NTS



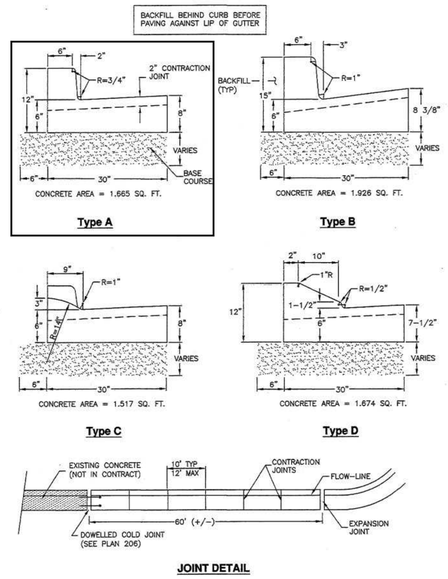
1.2 POND OVERFLOW SWALE DETAIL
Scale: NTS



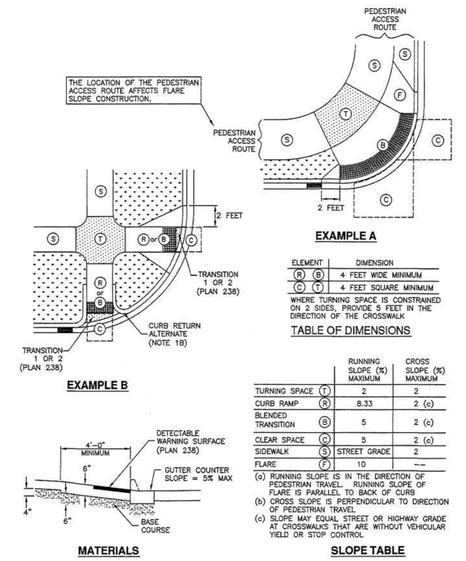
NOTES:

DO NOT USE GRAVEL AS A SUBSTITUTE FOR UNTREATED BASE COURSE WITHOUT CITY ENGINEER'S PERMISSION.

1.3 8' ASPHALT TRAIL
NTS



APWA Utah Chapter
Curb and gutter
Plan 205.1
December 2008

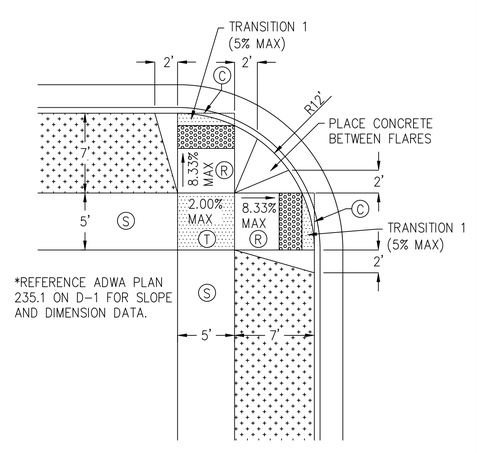


		RUNNING SLOPE (%) MAXIMUM	CROSS SLOPE (%) MAXIMUM
TURNING SPACE	T	2	2
CURB RAMP	R	8.33	2 (c)
BLENDED TRANSITION	B	5	2 (c)
CLEAR SPACE	C	5	2 (c)
SIDEWALK	S	STREET GRADE	2
FLARE	F	10	---

(a) RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL. RUNNING SLOPE OF FLARE IS PARALLEL TO BACK OF CURB
(b) CROSS SLOPE IS PERPENDICULAR TO DIRECTION OF PEDESTRIAN TRAVEL
(c) SLOPE MAY EQUAL STREET OR HIGHWAY GRADE AT CROSSWALKS THAT ARE WITHOUT VEHICULAR YIELD OR STOP CONTROL

SLOPE TABLE

APWA Utah Chapter
Corner curb cut assembly
Plan 235.1
September 2011



*REFERENCE ADWA PLAN 235.1 ON D-1 FOR SLOPE AND DIMENSION DATA.

1.4 ADA RAMP DIRECTIONAL
NTS

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DESIGN ENGINEER DATE

PROJECT ENGINEER: EMB
PROJECT MANAGER: SFS

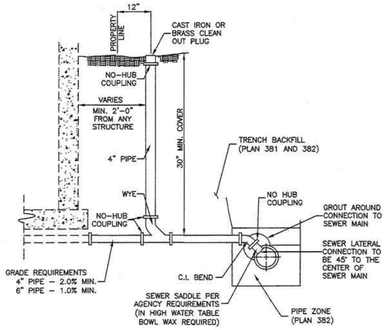
DRAWN BY: SFS
ISSUE DATE 4/7/2021

PROJECT NIBLEY FARMS PHASE 4-5-6

SHEET TITLE DETAILS

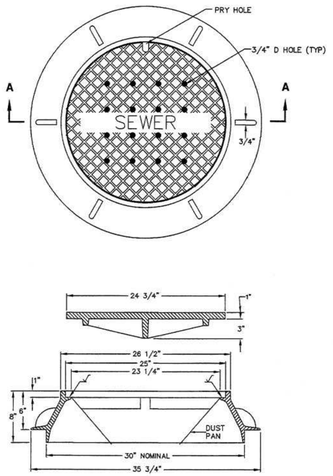
PROJECT C19-025

SHEET D-1



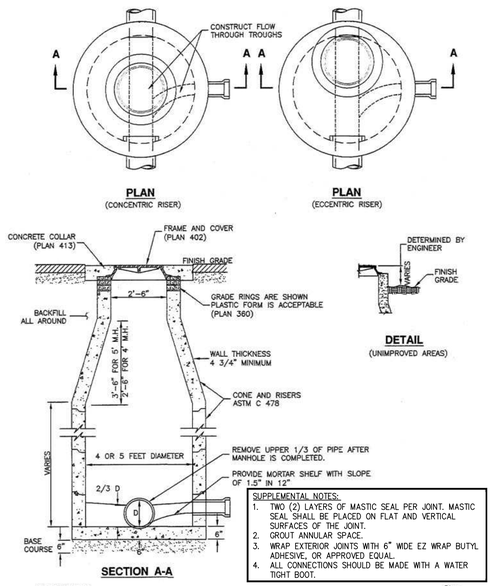
REFER SECTION 10 OF THE NIBLEY CITY STANDARD DETAILS AND SPECIFICATIONS FOR AMENDMENTS TO SANITARY SEWER DETAILS.

APWA Utah Chapter — **Sewer lateral connection** — Plan 431 — January 2011



SECTION A-A

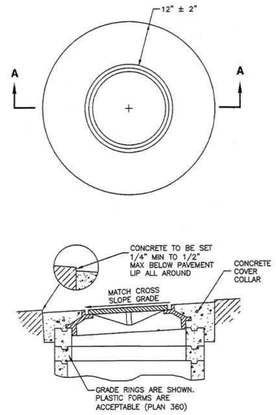
APWA Utah Chapter — **30" Frame and cover** — Plan 402 — April 1997



SUPPLEMENTAL NOTES:
1. TWO (2) LAYERS OF MASTIC SEAL PER JOINT. MASTIC SEAL SHALL BE PLACED ON FLAT AND VERTICAL SURFACES OF THE JOINT.
2. GROUT ANNULAR SPACE.
3. WRAP EXTERIOR JOINTS WITH 6" WIDE EZ WRAP BUTYL ADHESIVE, OR APPROVED EQUAL.
4. ALL CONNECTIONS SHOULD BE MADE WITH A WATER TIGHT BOOT.

SECTION A-A

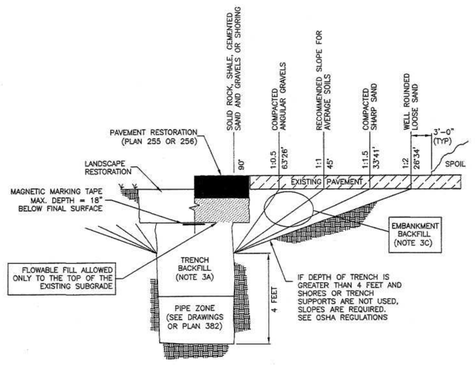
APWA Utah Chapter — **Sanitary sewer manhole** — Plan 411 — April 2011



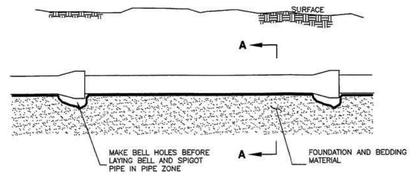
SECTION A-A

APWA Utah Chapter — **Cover collar for sanitary sewer manhole** — Plan 413 — September 2001

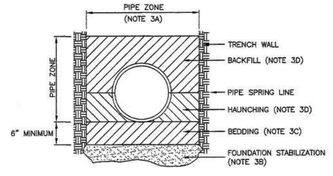
NARRATIVE: THIS PLAN SHOWS VARIOUS SLOPES RECOMMENDED FOR VARIOUS TYPES OF SLOPE STABILITY PROBLEMS. THE VERTICAL TEXT INDICATES VARIOUS MATERIALS THAT MAY BE ENCOUNTERED. THE SERVICES OF A PROFESSIONAL SOILS ENGINEER SHOULD BE USED TO VERIFY SLOPE STABILITY.



APWA Utah Chapter — **Trench backfill** — Plan 381 — July 2016



ELEVATION VIEW



SECTION A-A

INSTALLATION

CONCRETE PIPE: FOLLOW ASTM C 1479
"STANDARD PRACTICE FOR INSTALLATION OF PRECAST CONCRETE SEWER, STORM DRAIN, AND CULVERT PIPE USING STANDARD INSTALLATIONS.

PLASTIC PIPE: FOLLOW ASTM D 2321
"STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY-FLOW APPLICATIONS"

CORRUGATED METAL PIPE: FOLLOW ASTM A 798
"STANDARD PRACTICE FOR INSTALLING FACTORY-MADE CORRUGATED STEEL PIPE FOR SEWERS AND OTHER APPLICATIONS.

VITRIFIED CLAY PIPE: FOLLOW ASTM C 12.
"STANDARD RECOMMENDED PRACTICE FOR INSTALLING VITRIFIED CLAY PIPE LINES.

APWA Utah Chapter — **Pipe zone backfill** — Plan 382 — January 2011

Summit Engineering Group Inc.
STRUCTURAL • CIVIL • LAND SURVEYING
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HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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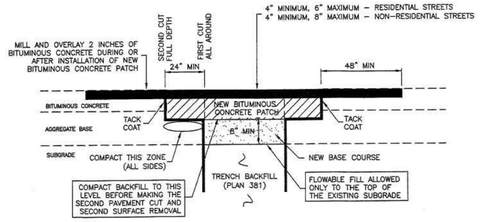
REVISIONS	DATE	BY
1		
2		
3		
4		
5		
6		
7		
8		

DESIGN ENGINEER | DATE

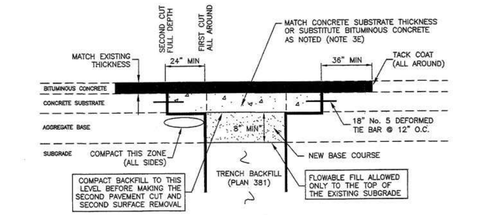
PROJECT ENGINEER: EMB
PROJECT MANAGER: SFS
DRAWN BY: SFS
ISSUE DATE 4/7/2021

PROJECT: NIBLEY FARMS PHASE 4-5-6
SHEET TITLE: DETAILS

PROJECT C19-025
SHEET D-2



BITUMINOUS CONCRETE RESTORATION

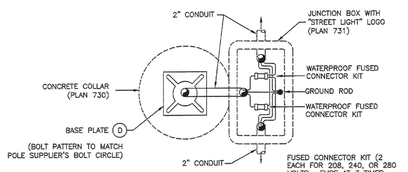


COMPOSITE RESTORATION

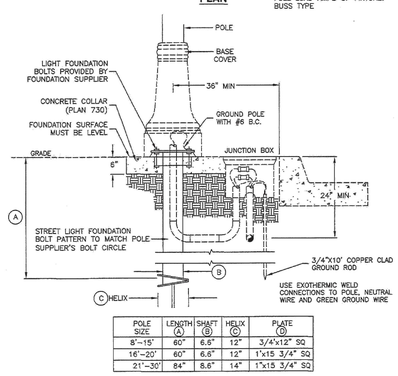
APWA Utah Chapter

Bituminous pavement T-patch

Plan **255** November 2015



PLAN



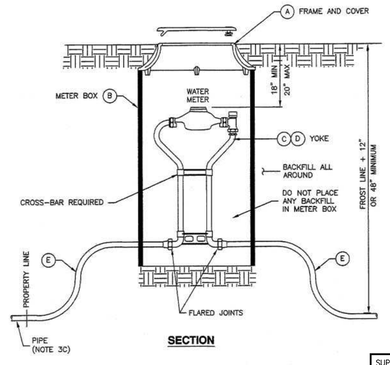
POLE SIZE	LENGTH (A)	SHAFT (B)	HELIX (C)	PLATE (D)
8'–15'	60"	6.6"	12"	3/4"x12" SQ
16'–20'	60"	6.6"	12"	1"x15 3/4" SQ
21'–30'	84"	8.6"	14"	1"x15 3/4" SQ

ELEVATION

APWA Utah Chapter

Screw-in base street light pole

Plan **741** August 2005



SECTION

LEGEND			
No.	*	ITEM	DESCRIPTION
(A)		FRAME AND COVER	CAST IRON COVER
(B)		METER BOX (18" TO 21" DIAMETER) (30" TO 36" DEEP)	CORRUGATED PE, PVC, CMP OR MATERIAL ACCEPTABLE TO AGENCY
(C)		3/4" METER YOKE	OPTIONAL BACKFLOW PROTECTION PER AGENCY REQUIREMENTS
(D)		1" METER YOKE	OPTIONAL BACKFLOW PROTECTION PER AGENCY REQUIREMENTS
(E)		COPPER PIPE	TYPE K (SOFT)

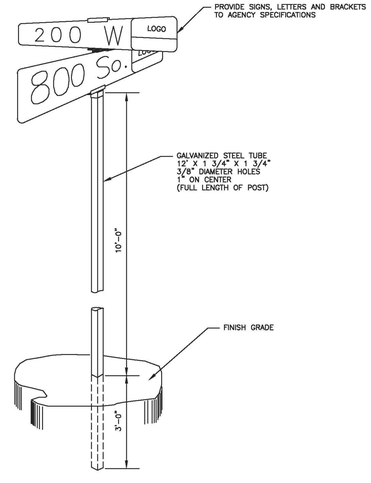
* FURNISHED BY UTILITY AGENCY

SUPPLEMENTAL NOTES:
1. METER SHALL BE PAID FOR BY CONTRACTOR/DEVELOPER, BUT PROVIDED AND INSTALLED BY CITY. EVERYTHING EXCEPT WATER METER TO BE INSTALLED BY CONTRACTOR.
2. INSTALLATION IN DRIVEWAYS NOT ALLOWED.
3. PLACEMENT IN NEW SUBDIVISIONS SHALL BE 5 FEET BEHIND SIDEWALK
4. GRADE TO MATCH EXISTING TBC OR SIDEWALK, WHICHEVER IS CLOSER
5. TRACER WIRE REQUIRED FROM MAIN LINE TO SETTER, AND CONNECTED WITH GROUNDING CLAMP
6. COMPRESSION COUPLING/FITTINGS ALLOWED
7. NO CROSS BAR REQUIRED
8. METER BOX TO BE 21 INCH DIAMETER CORRUGATED WHITE PE
9. 3/4 INCH METER YOKE NOT ALLOWED
10. BACK FLOW PREVENTION IN METER YOKE REQUIRED
11. BLUE POLY CTS FROM MAIN TO YOKE, NO COPPER ALLOWED

APWA Utah Chapter

3/4" and 1" meter

Plan **521** August 2001



Street name sign (typical)

Plan No. **292**

April 1997

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REVISIONS		DATE	BY
1			
2			
3			
4			
5			
6			
7			
8			

DESIGN ENGINEER | DATE

PROJECT ENGINEER: EMB
PROJECT MANAGER: SFS

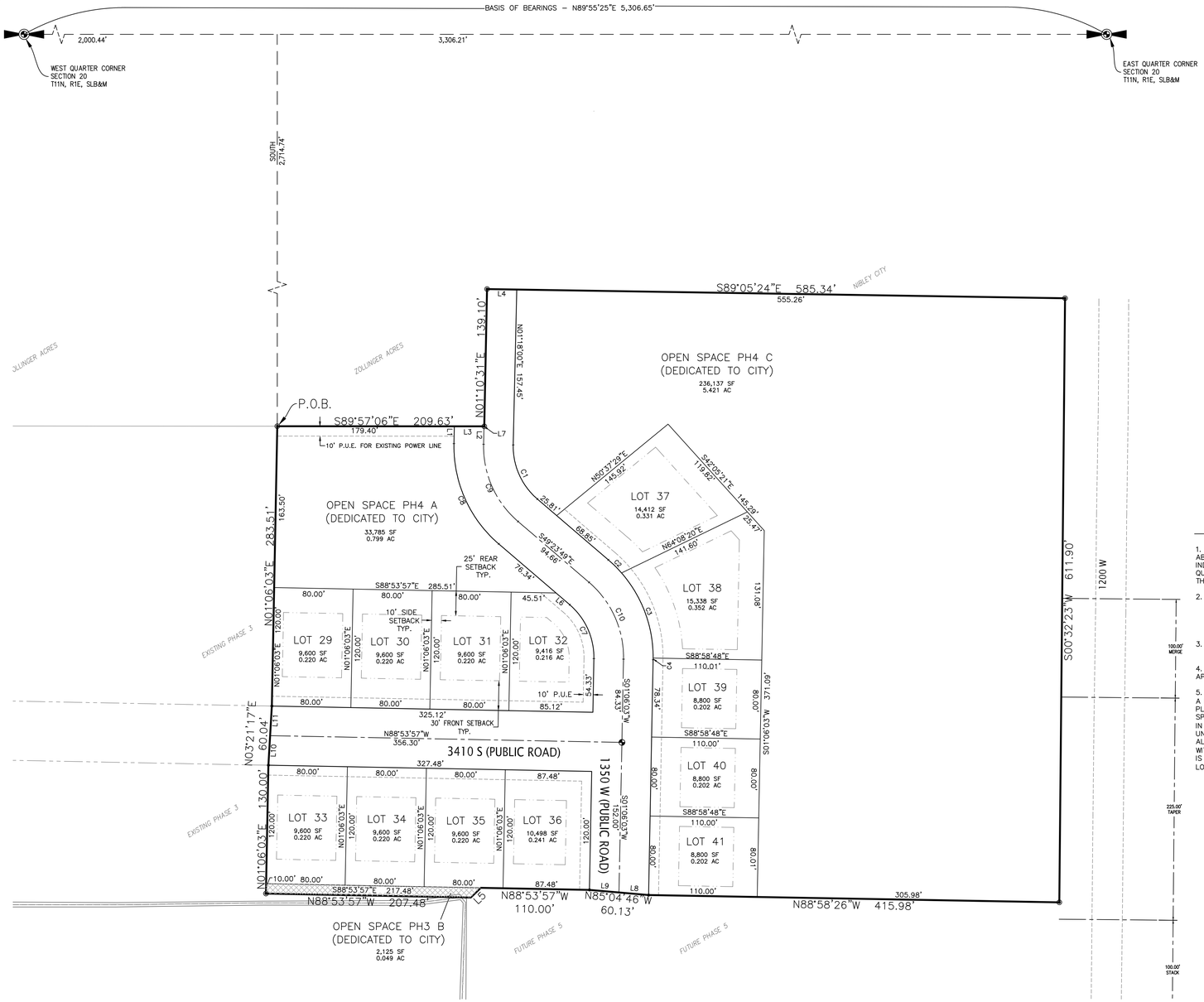
DRAWN BY: SFS
ISSUE DATE 4/7/2021

PROJECT: NIBLEY FARMS PHASE 4-5-6

SHEET TITLE: DETAILS

PROJECT C19-025

SHEET D-3



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	70.00'	61.94'	59.94'	S24°02'55"E	50°41'49"
C2	130.00'	18.91'	18.89'	N45°13'48"W	8°20'02"
C3	130.00'	94.00'	91.97'	S20°20'51"E	41°25'53"
C4	130.00'	1.66'	1.66'	N00°44'04"E	0°43'58"
C7	70.00'	61.69'	59.72'	N24°08'53"W	50°29'53"
C8	130.00'	115.03'	111.31'	N24°02'55"W	50°41'49"
C9	100.00'	88.48'	85.62'	N24°02'55"W	50°41'49"
C10	100.00'	88.14'	85.31'	S24°08'53"E	50°29'53"

LINE	BEARING	DISTANCE
L1	N01°18'00"E	17.48'
L2	N01°18'00"E	18.14'
L3	S89°57'06"E	30.01'
L4	S89°05'24"E	30.08'
L5	N46°06'03"E	14.14'
L6	S49°23'49"E	18.32'
L7	S89°57'06"E	0.23'
L8	N85°04'46"W	30.07'
L9	N85°04'46"W	30.07'
L10	N03°21'17"E	30.02'
L11	N03°21'17"E	30.02'

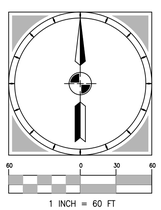
ADDRESSES	
UNIT NUMBER	ADDRESS
29	1369 W 3410 S
30	1363 W 3410 S
31	1357 W 3410 S
32	1351 W 3410 S
32	3405 S 1350 W
33	1370 W 3410 S
34	1364 W 3410 S
35	1358 W 3410 S
36	1352 W 3410 S
36	3415 S 1350 W
37	3396 W 1350 W
38	3402 S 1350 W
39	3408 S 1350 W
40	3412 S 1350 W
41	3418 S 1350 W

ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 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)(C)(II) 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:
2.1. A RECORDED EASEMENT OR RIGHT-OF WAY
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
2.4. ANY OTHER PROVISION OF LAW.

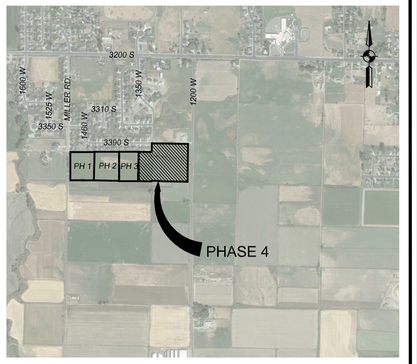
DOMINION ENERGY NOTE:

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.



VICINITY MAP

N.T.S.



LEGEND

- SECTION LINES
- BOUNDARY LINES
- ADJACENT PROPERTY LINES
- PUBLIC UTILITY EASEMENT LINES
- BUILDING SETBACK LINES
- EXTERIOR SUBDIVISION CORNERS WITH NO MARKERS SET
- BOUNDARY ANGLE POINT
- SET STREET MONUMENT
- 10' TRAIL EASEMENT

NOTES

1. NO FINISHED FLOOR SHALL BE BUILT AT AN ELEVATION LOWER THAN SIX INCHES (6") ABOVE FINISHED CURB OR CENTERLINE OF THE STREET, WHICHEVER IS HIGHER, UNLESS AN INDIVIDUAL LOT OWNER IS ABLE TO PROVIDE A STAMPED REPORT MEETING THE QUALIFICATIONS AS LISTED WITHIN SECTION 21-06-80-B-2-D FOR THEIR LOT, AND UNLESS THAT REPORT IS REVIEWED AND APPROVED BY THE CITY ENGINEER.

2. BUILDING SETBACKS ARE AS FOLLOWS:
FRONT YARD = 30 FEET
SIDE YARD ALL LOTS = 10 FEET FROM ADJACENT LOT
CORNER LOTS = 25 FEET SIDE ON STREET
REAR YARD = 25 FEET

3. LOT EASEMENTS UNLESS OTHERWISE NOTED ARE AS FOLLOWS:
10' OFF PROPERTY LINE FOR LIMITS AROUND ENTIRE LOT.

4. NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.

5. AREAS IN NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF BUILDING PERMIT OR CONSTRUCTION PLANS DOES NOT CONSTITUTE A REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION OR LOCATION WILL SOLVE SUBSUFACE OR GROUND WATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATIONS AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING LOT SITE. RESPONSIBILITY FOR THESES 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 OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.

UTILITY EASEMENT DEDICATION

7 POINT ROYAL, LLC OWNER OF THE PROPERTY SET FORTH AND DESCRIBED IN THIS PLAT, HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER, UNDER, ACROSS, AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS "COMMON AREAS (INCLUDING PRIVATE DRIVEWAYS, STREETS OR LANES)" OR UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, WATER AND DRAINAGE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD AT THE INSTANCE OR REQUEST OF ANY PUBLIC ENTITY OR THE OWNER, THE COST AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE ENTITY REQUIRING OR REQUESTING THE SAME.

UTILITIES APPROVAL

THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED.

CENTURY LINK REPRESENTATIVE

COMCAST CABLE REPRESENTATIVE

ROCKY MOUNTAIN REPRESENTATIVE

DOMINION ENERGY REPRESENTATIVE

BOUNDARY DESCRIPTION

BEGINNING NORTH 89°55'25" EAST 2,000.44 FEET ALONG THE SECTION LINE AND SOUTH 2,714.74 FEET FROM THE CACHE COUNTY SURVEY MONUMENT FOR THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO THE POINT OF BEGINNING.

RUNNING THENCE S89°57'06"E 209.63 FEET; THENCE N01°10'31"E 139.10 FEET; THENCE S89°05'24"E 585.34 FEET; THENCE S00°32'23"W 611.90 FEET; THENCE N88°58'26"W 415.98 FEET; THENCE N85°04'46"W 60.13 FEET; THENCE N88°53'57"W 110.00 FEET; THENCE S46°06'03"W 14.14 FEET; THENCE N88°53'57"W 207.48 FEET; THENCE N01°06'03"E 130.00 FEET; THENCE N03°21'17"E 60.04 FEET; THENCE N01°06'03"E 283.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 10.541 ACRES, OR 459,166 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°55'25" EAST BETWEEN THE SURVEY MONUMENTS AT THE WEST AND EAST ONE-QUARTER CORNERS OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BRIAN BALLS – PROFESSIONAL LAND SURVEYOR

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE NIBLEY FARMS PHASE 4 SUBDIVISION, AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF_____ , 2021.

7 POINT ROYAL, LLC

STAN T. ROWLAN (MANAGER)

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF_____ } S.S.

ON THIS_____DAY OF_____, IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME STAN T. ROWLAN, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME AND WHO BY ME BEING DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE MANAGER OF 7 POINT ROYAL, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID STAN T. ROWLAN ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF NIBLEY CITY, CACHE COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____ ,2021

MAYOR

CLERK-RECORDER

MAYOR APPROVAL

PRESENTED TO THE NIBLEY CITY MAYOR THIS ___ DAY OF _____,2021.
AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY MAYOR

CITY RECORDER

DATE

NIBLEY CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCEPTANCE WITH INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ENGINEER

DATE

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021, BY THE PLANNING COMMISSION OF NIBLEY CITY.

CHAIRMAN, PLANNING COMMISSION

CITY ATTORNEY

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ATTORNEY

DATE

CACHE COUNTY RECORDER

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

DATE _____ TIME _____ FEE _____

ENTRY _____

INDEX
FILED IN: FILE OF PLATS

COUNTY RECORDER

PROJECT
C19-025

SHEET
1 OF 1

ISSUE DATE
4/7/2021

Summit Engineering Group Inc.
Structural • Civil • Surveying
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HEBER CITY, UTAH 84032
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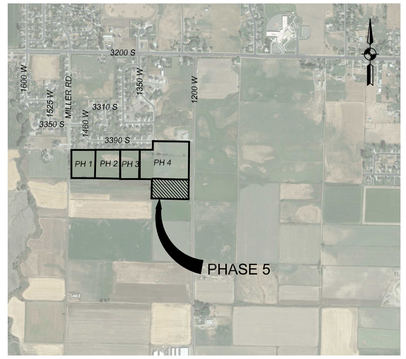
OWNER: AND DEVELOPER
7 POINT ROYAL, LLC
95 RIVER BEND WAY
NORTH SALT LAKE, UT 84054

NIBLEY FARMS PHASE 4
FINAL PLAT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M,
NIBLEY CITY, CACHE COUNTY, UTAH

VICINITY MAP

N.T.S.



LEGEND

- SECTION LINES
- BOUNDARY LINES
- ADJACENT PROPERTY LINES
- PUBLIC UTILITY EASEMENT LINES
- BUILDING SETBACK LINES
- EXTERIOR SUBDIVISION CORNERS WITH NO MARKERS SET
- BOUNDARY ANGLE POINT
- SET STREET MONUMENT
- 10' TRAIL EASEMENT

NOTES

1. NO FINISHED FLOOR SHALL BE BUILT AT AN ELEVATION LOWER THAN SIX INCHES (6") ABOVE FINISHED CURB OR CENTERLINE OF THE STREET, WHICHEVER IS HIGHER, UNLESS AN INDIVIDUAL LOT OWNER IS ABLE TO PROVIDE A STAMPED REPORT MEETING THE QUALIFICATIONS AS LISTED WITHIN SECTION 21-06-80-B-2-D FOR THEIR LOT, AND UNLESS THAT REPORT IS REVIEWED AND APPROVED BY THE CITY ENGINEER.
2. BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT YARD = 30 FEET
   SIDE YARD ALL LOTS = 10 FEET FROM ADJACENT LOT
   CORNER LOTS = 25 FEET SIDE ON STREET
   REAR YARD = 25 FEET
3. LOT EASEMENTS UNLESS OTHERWISE NOTED ARE AS FOLLOWS:
   10' OFF PROPERTY LINE FOR LIMITS AROUND ENTIRE LOT.
4. NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.
5. AREAS IN NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF 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 GROUND WATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATIONS AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING LOT SITE. RESPONSIBILITY FOR THESES 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 OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.

UTILITY EASEMENT DEDICATION

7 POINT ROYAL, LLC OWNER OF THE PROPERTY SET FORTH AND DESCRIBED IN THIS PLAT, HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER, UNDER, ACROSS, AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS "COMMON AREAS (INCLUDING PRIVATE DRIVEWAYS, STREETS OR LANES)" OR UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, WATER AND DRAINAGE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD AT THE INSTANCE OR REQUEST OF ANY PUBLIC ENTITY OR THE OWNER, THE COST AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE ENTITY REQUIRING OR REQUESTING THE SAME.

UTILITIES APPROVAL

THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED.

CENTURY LINK REPRESENTATIVE

COMCAST CABLE REPRESENTATIVE

ROCKY MOUNTAIN REPRESENTATIVE

DOMINION ENERGY REPRESENTATIVE

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	12.00'	18.97'	90°33'40"	17.05'	N45°49'13"E
C2	12.00'	18.73'	89°26'20"	16.89'	S44°10'47"E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S46°06'03"W	14.14'
L2	S88°53'57"E	10.00'

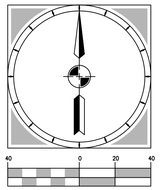
ADDRESSES	
UNIT NUMBER	ADDRESS
42	1327 W 3440 S
42	3434 S 1350 W
43	1299 W 3440 S
44	1275 W 3440 S
45	1251 W 3440 S
46	1225 W 3440 S
47	1224 W 3440 S
48	1250 W 3440 S
49	1274 W 3440 S
50	1298 W 3440 S
51	1328 W 3440 S
51	3446 S 1350 W
52	3429 S 1350 W
53	3437 S 1350 W
54	3445 S 1350 W
55	3451 S 1350 W

ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 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)(C)(II) 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:
2.1. A RECORDED EASEMENT OR RIGHT-OF WAY
2.2. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
2.3. TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
2.4. ANY OTHER PROVISION OF LAW.

DOMINION ENERGY NOTE:

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.



BOUNDARY DESCRIPTION

BEGINNING NORTH 89°55'25" EAST 2,196.43 FEET ALONG THE SECTION LINE AND SOUTH 3,192.36 FEET FROM THE CACHE COUNTY SURVEY MONUMENT FOR THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO THE POINT OF BEGINNING.

RUNNING THENCE N46°06'03"E 14.14 FEET; THENCE S88°53'57"E 110.00 FEET; THENCE S85°04'46"E 60.13 FEET; THENCE S88°58'26"E 415.98 FEET; THENCE S00°32'23"W 299.10 FEET; THENCE N88°53'57"W 418.91 FEET; THENCE S74°53'04"W 62.49 FEET; THENCE N88°53'57"W 120.00 FEET; THENCE N01°06'03"E 310.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.17 ACRES, OR 181,646 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°55'25" EAST BETWEEN THE SURVEY MONUMENTS AT THE WEST AND EAST ONE-QUARTER CORNERS OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BRIAN BALLS – PROFESSIONAL LAND SURVEYOR

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE NIBLEY FARMS PHASE 5 SUBDIVISION, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF_____ , 2021.

7 POINT ROYAL, LLC

STAN T. ROWLAN (MANAGER)

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF_____ } S.S.

ON THIS_____DAY OF_____, IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME STAN T. ROWLAN, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME AND WHO BY ME BEING DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE MANAGER OF 7 POINT ROYAL, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID STAN T. ROWLAN ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF NIBLEY CITY, CACHE COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____ ,2021

MAYOR

CLERK-RECORDER

MAYOR APPROVAL

PRESENTED TO THE NIBLEY CITY MAYOR THIS ___ DAY OF _____,2021.
AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY MAYOR

CITY RECORDER

DATE

NIBLEY CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCEPTANCE WITH INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ENGINEER

DATE

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021, BY THE PLANNING COMMISSION OF NIBLEY CITY.

CHAIRMAN, PLANNING COMMISSION

CITY ATTORNEY

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ATTORNEY

DATE

CACHE COUNTY RECORDER

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

DATE _____ TIME _____ FEE _____

ENTRY _____

INDEX
FILED IN: FILE OF PLATS

COUNTY RECORDER

PROJECT
C19-025

SHEET
1 OF 1

ISSUE DATE
4/7/2021

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

COPYRIGHT © 2021
SUMMIT ENGINEERING GROUP, INC.

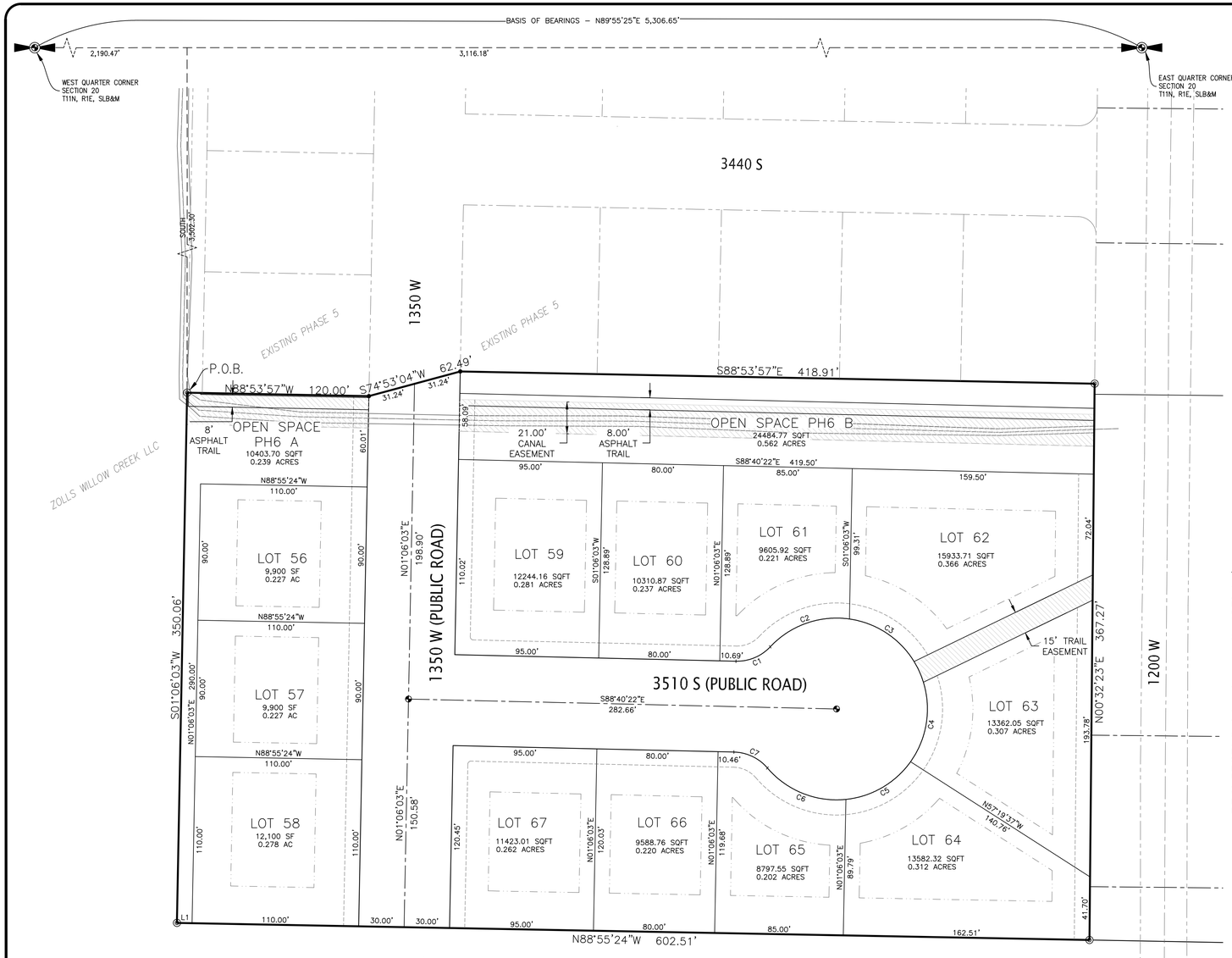
DRAWING ALTERATION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF THE PROFESSIONAL LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO STAMP THE PLAT AND THE NOTATION "ALTERED" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

OWNER AND DELVELOPER
7 POINT ROYAL, LLC
95 RIVER BEND WAY
NORTH SALT LAKE, UT 84054

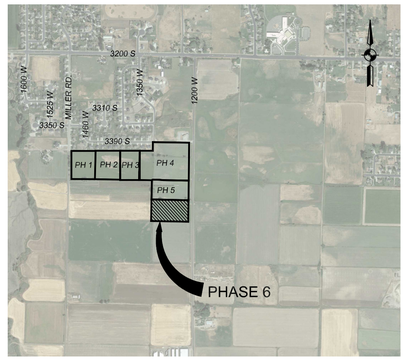
NIBLEY FARMS PHASE 5
FINAL PLAT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M,
NIBLEY CITY, CACHE COUNTY, UTAH



VICINITY MAP

N.T.S.



LEGEND

- SECTION LINES
- BOUNDARY LINES
- ADJACENT PROPERTY LINES
- PUBLIC UTILITY EASEMENT LINES
- BUILDING SETBACK LINES
- EXTERIOR SUBDIVISION CORNERS WITH NO MARKERS SET
- BOUNDARY ANGLE POINT
- SET STREET MONUMENT
- 10' TRAIL EASEMENT
- 21' CANAL EASEMENT

NOTES

1. NO FINISHED FLOOR SHALL BE BUILT AT AN ELEVATION LOWER THAN SIX INCHES (6") ABOVE FINISHED CURB OR CENTERLINE OF THE STREET, WHICHEVER IS HIGHER, UNLESS AN INDIVIDUAL LOT OWNER IS ABLE TO PROVIDE A STAMPED REPORT MEETING THE QUALIFICATIONS AS LISTED WITHIN SECTION 21-06-80-B-2-D FOR THEIR LOT, AND UNLESS THAT REPORT IS REVIEWED AND APPROVED BY THE CITY ENGINEER.

2. BUILDING SETBACKS ARE AS FOLLOWS:
   FRONT YARD = 30 FEET
   SIDE YARD ALL LOTS = 10 FEET FROM ADJACENT LOT
   CORNER LOTS = 25 FEET SIDE ON STREET
   REAR YARD = 25 FEET

3. LOT EASEMENTS UNLESS OTHERWISE NOTED ARE AS FOLLOWS:
   10' OFF PROPERTY LINE FOR LIMITS AROUND ENTIRE LOT.

4. NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.

5. AREAS IN NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF 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 GROUND WATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATIONS AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING LOT SITE. RESPONSIBILITY FOR THESES 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 OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.

ROCKY MOUNTAIN POWER NOTES:

1. PURSUANT TO UTAH CODE ANN. § 54-3-27 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.
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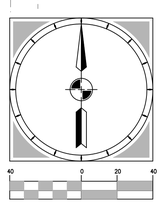
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°55'24"W	10.00'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	30.00'	25.23'	48°11'23"	24.49'	S67°13'57"W
C2	60.00'	57.59'	54°59'32"	55.40'	N70°38'01"E
C3	60.00'	52.78'	50°24'18"	51.10'	S56°40'04"E
C4	60.00'	55.06'	52°34'47"	53.15'	S09°11'30"W
C5	60.00'	50.88'	48°35'26"	49.37'	N59°46'36"E
C6	60.00'	58.06'	55°26'42"	55.82'	N68°12'20"W
C7	30.00'	25.23'	48°11'23"	24.49'	N64°34'41"W

ADDRESSES	
UNIT NUMBER	ADDRESS
56	3491 S 1350 W
57	3509 S 1350 W
58	3529 S 1350 W
59	1325 W 3510 S
59	3492 S 1350 W
60	1299 W 3510 S
61	1271 W 3510 S
62	1251 W 3510 S
63	1243 W 3510 S
64	1250 W 3510 S
65	1270 W 3510 S
66	1298 W 3510 S
67	1324 W 3510 S
67	3524 S 1350 W



1 INCH = 40 FT
(SCALE IN FEET)

UTILITY EASEMENT DEDICATION

7 POINT ROYAL, LLC OWNER OF THE PROPERTY SET FORTH AND DESCRIBED IN THIS PLAT, HEREBY OFFERS AND CONVEYS TO ALL PUBLIC UTILITY AGENCIES, THEIR SUCCESSORS AND ASSIGNS, A PERMANENT EASEMENT AND RIGHT-OF-WAY OVER, UNDER, ACROSS, AND THROUGH THOSE AREAS DESIGNATED ON THIS PLAT AS "COMMON AREAS (INCLUDING PRIVATE DRIVEWAYS, STREETS OR LANES)" OR UTILITY EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER, WATER AND DRAINAGE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERETO, WHICH WOULD REQUIRE THAT NO SURFACE CONSTRUCTION BE ALLOWED WHICH WOULD INTERFERE WITH NORMAL UTILITY USE. IT IS UNDERSTOOD AT THE INSTANCE OR REQUEST OF ANY PUBLIC ENTITY OR THE OWNER, THE COST AND EXPENSES INCURRED THEREBY WILL BE BORNE BY THE OWNER OR THE ENTITY REQUIRING OR REQUESTING THE SAME.

UTILITIES APPROVAL

THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED.

CENTURY LINK REPRESENTATIVE

COMCAST CABLE REPRESENTATIVE

ROCKY MOUNTAIN REPRESENTATIVE

DOMINION ENERGY REPRESENTATIVE

BOUNDARY DESCRIPTION

BEGINNING NORTH 89°55'25" EAST 2,190.47 FEET ALONG THE SECTION LINE AND SOUTH 3,502.30 FEET FROM THE CACHE COUNTY SURVEY MONUMENT FOR THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, TO THE POINT OF BEGINNING.

RUNNING THENCE S88°53'57"E 120.00 FEET; THENCE N74°53'04"E 62.49 FEET; THENCE S88°53'57"E 418.91 FEET; THENCE S00°32'23"W 367.27;THENCE N88°55'24"W 602.51;THENCE N01°06'03"E 350.06; FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.006 ACRES, OR 218,071 SQUARE FEET.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS NORTH 89°55'25" EAST BETWEEN THE SURVEY MONUMENTS AT THE WEST AND EAST ONE-QUARTER CORNERS OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BRIAN BALLS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 334532 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BRIAN BALLS – PROFESSIONAL LAND SURVEYOR

OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE NIBLEY FARMS PHASE 6 SUBDIVISION, AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF_____ , 2021.

7 POINT ROYAL, LLC

STAN T. ROWLAN (MANAGER)

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF_____ } S.S.

ON THIS_____DAY OF_____, IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME STAN T. ROWLAN, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME AND WHO BY ME BEING DULY SWORN/AFFIRMED, DID SAY THAT HE IS THE MANAGER OF 7 POINT ROYAL, LLC AND THAT SAID DOCUMENT WAS SIGNED BY HIM IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID STAN T. ROWLAN ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF NIBLEY CITY, CACHE COUNTY, UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____ ,2021

MAYOR

CLERK-RECORDER

MAYOR APPROVAL

PRESENTED TO THE NIBLEY CITY MAYOR THIS ___ DAY OF _____,2021.
AT WHICH TIME THE SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY MAYOR

CITY RECORDER

DATE

NIBLEY CITY ENGINEER APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCEPTANCE WITH INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ENGINEER

DATE

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 2021, BY THE PLANNING COMMISSION OF NIBLEY CITY.

CHAIRMAN, PLANNING COMMISSION

CITY ATTORNEY

APPROVED AS TO FORM THIS ___ DAY OF _____, 2021.

CITY ATTORNEY

DATE

CACHE COUNTY RECORDER

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

_____

DATE _____ TIME _____ FEE _____

ENTRY _____

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FILED IN: FILE OF PLATS

COUNTY RECORDER

PROJECT
C19-025

SHEET
1 OF 1

ISSUE DATE
4/7/2021

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P: 435-654-9229 • F: 435-654-9231

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SUMMIT ENGINEERING GROUP, INC.

DRAWING ALTERATION

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OWNER AND DELVELOPER
7 POINT ROYAL, LLC
95 RIVER BEND WAY
NORTH SALT LAKE, UT 84054

NIBLEY FARMS PHASE 6
FINAL PLAT

LOCATED IN THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 11 NORTH, RANGE 1 EAST, SLB&M,
NIBLEY CITY, CACHE COUNTY, UTAH

Agenda Item #13

Description	**Discussion & Consideration –** Resolution 21-13: Approving an Agreement Between the Cache County Sheriff's Department and Nibley City for Law Enforcement Services (First Reading)
Presenter	Justin Maughan, City Manager
Recommendation	Move to approve Resolution 21-13: Approving an Agreement Between the Cache County Sheriff's Department and Nibley City for Law Enforcement Services, for first reading, and give staff and the Sheriff direction on which option they would prefer, so that the proposed budget can reflect Council's desires.
Reviewed By	Mayor, City Manager

Background:

Nibley City contracts with the Cache County Sheriff's Office to provide law enforcement. Sheriff Chad Jensen has asked for an opportunity to discuss with the Council options for next years contract. Two options are being proposed. The first option is to increase the hours that Nibley contracts to be closer to what hour are actually spent in Nibley. This has been the case for the last few years. Nibley is currently paying far less than actual hours. Rather than jump that all at once, the Sheriff has proposed increasing the contract 20% per year until the hours contracted are closer in line with actual hours spent in Nibley. The second option would be to create a new shift, and hire another officer to cover swing shift dedicated to the south end the County. This increase in cost would be split between the County, Providence and Nibley. Providence has not yet committed to this option. The cost increase for option one would be $17,200: for a total of $103,444.00. The cost for option 2 would be an increase of: $33,755.00 for a total of $120,555.00.

The following is a chart of hours throughout Cache Valley:

CITY / TOWN RATES 2020 - 2024

Hr Rate $52.35

					2019-2020		2020-2021		2021-2022		2022-2023		2023-2024		2024-2025	
					Contract											
Contract Towns	2016-2017	2017-2018	2018-2019	3 yr avg	Hours	contract	10%	Contract	20%	Contract	15%	Contract	15%	Contract	15%	Contract
Amalga	440	292	363	365	70	$ 3,507	77	$ 4,031	92	$ 4,816	105	$ 5,496	121	$ 6,334	139	$ 7,276
Clarkston	278	334	311	307	97	$ 4,859	107	$ 5,601	128	$ 6,701	147	$ 7,695	169	$ 8,847	194	$ 10,155
Hyrum	6475	6760	6528	6587	5640	$ 282,564	5640	$ 295,254	5640	$ 295,254	5640	$ 295,254	5640	$ 295,254	$5,640	$ 295,254
Lewiston	1029	1016	1271	1105	231	$ 11,573	254	$ 13,297	304	$ 15,914	349	$ 18,270	401	$ 21,010	461	$ 24,141
Mendon	813	710	695	739	141	$ 7,064	155	$ 8,114	186	$ 9,737	214	$ 11,202	246	$ 12,878	283	$ 14,815
Millville	1056	1293	1226	1191	332	$ 16,633	365	$ 19,108	438	$ 22,929	503	$ 26,332	578	$ 30,258	664	$ 34,760
Newton	525	676	702	634	134	$ 6,713	147	$ 7,695	176	$ 9,214	202	$ 10,574	232	$ 12,145	267	$ 13,977
Nibley	3822	3402	3250	3491	1024	$ 75,049	1647	$ 86,220	1976	$ 103,444	2272	$ 118,939	2612	$ 136,738	3003	$ 157,207
Paradise	439	527	440	468	73	$ 3,657	80	$ 4,188	100	$ 5,235	115	$ 6,020	133	$ 6,962	153	$ 8,006
Providence	4247	3788	4042	4025	1498	$ 75,049	1647	$ 86,220	1976	$ 103,444	2272	$ 118,939	2612	$ 136,738	3003	$ 157,207
Richmond	2748	2036	2413	2399	459	$ 22,995	660	$ 34,551	792	$ 41,461	910	$ 47,638	1046	$ 54,758	1202	$ 62,978
River Heights	858	940	751	849	211	$ 10,571	232	$ 12,145	278	$ 14,553	319	$ 16,736	366	$ 19,204	420	$ 22,034
Tenton	417	380	343	380	134	$ 6,713	147	$ 7,695	176	$ 9,214	202	$ 10,574	232	$ 12,145	267	$ 13,977
Wellsville	2377	2578	3160	2703	1041	$ 52,154	1145	$ 59,941	1374	$ 71,929	1580	$ 82,718	1817	$ 95,119	2089	$ 109,388
school District					11280	$ 198,930	11280	$ 198,930	11280	$ 198,930	11280	$ 198,930	11280	$ 198,930	11280	$ 198,930
Forest Service					382	$ 20,000	382	$ 20,000	382	$ 20,000	382	$ 20,000	382	$ 20,000	382	$ 20,000
CVTD					1000	$ 50,000	1000	$ 50,000	1000	$ 50,000	1000	$ 50,000	1000	$ 50,000	1000	$ 50,000
					23747	$ 848,031	24965	$ 912,990	26298	$ 982,775	27492	$ 1,045,317	28867	$ 1,117,320	29447	$ 1,200,105
							$ 64,959	Difference	$ 69,785	difference	$ 62,542	difference	$ 72,003		$ 82,785	

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
Nibley CITY
FOR
LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Sections 11-13-101 to -608, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY", and Nibley City, a municipal corporation of the State of Utah, hereinafter referred to as the "CITY."

W I T N E S S E T H:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances within the corporate limits of Nibley City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties

as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY's Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from the Sheriff's Office's performance and the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).

4. It is agreed that the Cache County Sheriff's Office will furnish law enforcement investigation, protection, and service to reasonably enforce State laws, Federal statutes as far as they are applicable, and city ordinances as follows:

   A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.

   B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.

   C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in the attached Exhibit A.

   D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.

F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:

i. The number and type of calls for services (incidents), and

ii. The number and type of citations, and

iii. The number and type of warnings, and

iv. The numbers of hours of service provided.

5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.

6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.

7. For the purpose of performing the services and functions pursuant to this agreement;

A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be an officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.

B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.

C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occur as a result of

the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.

9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.

10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim of any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

11. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2021 and shall run for a four-year period. With the consent of the Hyrum City Council, this Agreement may be renewable for successive four-year periods. The Sheriff shall be the administrator of this Agreement.

    In the event the CITY desires to renew this Agreement for any succeeding four-year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of his or her determination concerning such renewal together with any readjusted rates as provided in paragraph 12 below, otherwise, such agreement shall finally terminate at the end of such four year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.

12. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

13. The CITY agrees to remit the contract amount to the Cache County Executive, 199 North Main Street, Logan, Utah 84321 on or before December 31, 2021. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of 1 percent per calendar month for each month that the full contract amount remains unpaid.

IN WITNESS WHEREOF, the City of Nibley, by approval of the Nibley City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County
Approved as to form and as
Compatible with State law:

_____ _____
Legal Counsel Craig Zook County Executive

ATTEST: (seal) _____
Clerk

CITY OF Nibley
Approved as to form and as
Compatible with State law:

_____ _____
Legal Counsel Mayor

ATTEST: (seal) _____
Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2021, through June 30, 2022. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is 52.35per hour. State Liquor Control Funds will be expended at $52.354 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds 2021-2022	$103,444	1976

In addition to paying the Contract Funds identified above, the CITY will pay to the COUNTY under Section 4.D. of this Agreement all State Liquor Funds that the CITY receives as it receives them. Under Section 4.D. of this Agreement, the County will, in addition to the hours of service identified above, provide hours of liquor law enforcement activities at the rate of $52.35 per hour until all State Liquor Funds received by the CITY and forwarded to the COUNTY have been expended.

The COUNTY may supply, at the discretion of the Sheriff, additional patrol coverage to the CITY as available.

When a deputy working for the CITY has an additional deputy in training working with him or her, the CITY will be charged for only one deputy. Reserve deputies while performing their volunteer function will not charge their time to the CITY.

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WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

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as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

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the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.

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12. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

13. The CITY agrees to remit the contract amount to the Cache County Executive, 199 North Main Street, Logan, Utah 84321 on or before December 31, 2021. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of 1 percent per calendar month for each month that the full contract amount remains unpaid.

IN WITNESS WHEREOF, the City of Nibley, by approval of the Nibley City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County
Approved as to form and as
Compatible with State law:

_____ _____
Legal Counsel Craig Zook County Executive

ATTEST: (seal) _____
Clerk

CITY OF Nibley
Approved as to form and as
Compatible with State law:

_____ _____
Legal Counsel Mayor

ATTEST: (seal) _____
Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2021, through June 30, 2022. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is 52.35per hour. State Liquor Control Funds will be expended at $52.354 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds 2021-2022	$120,555	2274

(This increase reflects the cost of hiring 1/3 of a new deputy. This position split between Nibley, Providence, Cache County)

Cost of new deputy wages/ben $87,000. Year lease for vehicle $16,000 Total $103,000.

Divided both items by three = $34,333. Divide 1880 hrs by three =627 additional hours

In addition to paying the Contract Funds identified above, the CITY will pay to the COUNTY under Section 4.D. of this Agreement all State Liquor Funds that the CITY receives as it receives them. Under Section 4.D. of this Agreement, the County will, in addition to the hours of service identified above, provide hours of liquor law enforcement activities at the rate of $52.35 per hour until all State Liquor Funds received by the CITY and forwarded to the COUNTY have been expended.

The COUNTY may supply, at the discretion of the Sheriff, additional patrol coverage to the CITY as available.

When a deputy working for the CITY has an additional deputy in training working with him or her, the CITY will be charged for only one deputy. Reserve deputies while performing their volunteer function will not charge their time to the CITY.

CITY / TOWN RATES 2020 - 2024

Agenda Item #14

Description	**Discussion & Consideration –** Resolution 21-14: A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR FISCAL YEAR 2020-21, ADOPTING THE BUDGET FOR THE VARIOUS FUNDS OF NIBLEY CITY AND OTHER BUDGETARY MATTERS FOR FISCAL YEAR 2021-22 AND ADJUSTING CERTAIN FEES AND PAYMENTS FOR SERVICES (First Reading)
Presenter	Justin Maughan, City Manager
Recommendation	Move to approve Resolution 21-14: A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR FISCAL YEAR 2020-21, ADOPTING THE BUDGET FOR THE VARIOUS FUNDS OF NIBLEY CITY AND OTHER BUDGETARY MATTERS FOR FISCAL YEAR 2021-22 AND ADJUSTING CERTAIN FEES AND PAYMENTS FOR SERVICES, for first reading.
Reviewed By	Mayor, City Manager, City Treasurer, Department Heads

Background:

The first draft of the budget for the next fiscal year will be presented to the City Council and public. Staff will present and review various changes and proposals in the budget. A public hearing regarding the budget will be held at a future meeting. State law requires the City Council to adopt the first draft of the annual budget by the Council's first meeting in May. By state law, the budget will also need to be adopted by the first meeting in June if there is not a tax increase, or by the second meeting in August if there is a tax increase. Upon final adoption, this resolution would adopt the budget for the next fiscal year, as well as make any final adjustments to the current-year budget. Approval of this resolution would increase the stormwater fee from $7.75 to $8.00 per month per residence and proposes to keep the property tax rate at its current rate of 0.001667. If Cache County certifies a tax rate lower than this rate, which is likely based on real estate value increases over the past year, this rate will not become the final adopted rate until after the City holds a truth in taxation hearing on August 27.

Additional changes will be made to the first draft of the budget before final adoption.

RESOLUTION 21-14

A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR FISCAL YEAR 2020-21, AND ADOPTING THE BUDGET FOR THE VARIOUS FUNDS OF NIBLEY CITY AND OTHER BUDGETARY MATTERS FOR FISCAL YEAR 2021-22 AND ADJUSTING CERTAIN FEES AND PAYMENTS FOR SERVICES

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

1. The attached Fiscal Year 2020-21 current-year budget is hereby adopted and approved as the amended budget for the current fiscal year ending June 30, 2021, with amendments, if any, as reflected in the attached budget document and the minutes of this meeting.
2. The attached budget, entitled Nibley City Budget Fiscal Year 2021-22, is hereby adopted and approved for the fiscal year ending June 30, 2022, with amendments, if, any, as reflected in the budget document and the minutes of this meeting.
3. The monthly charge for storm water shall be $8.00 per month per residential utility customer effective July 1, 2021.
4. The adopted property tax rate is 0.001667 (???).

PASSED BY THE NIBLEY CITY COUNCIL THIS ___ DAY OF _____ 2020.

_____
Shaun Dustin, Mayor

ATTEST:

_____
Cheryl Bodily, Deputy City Recorder

Nibley City Budget

Fiscal Year 2021-2022

OUR MISSION:

Our mission is to make life better for our residents.

OUR VISION:

We envision a community where residents, businesses, and government work together to develop the city in harmony with its natural environment, historical surroundings, and in accordance with Nibley's General Plan.

OUR VALUES:

We value fiscally sound municipal services and a safe, attractive, creative and viable community.

NIBLEY

TBD 2021

GFOA DISTINGUISHED BUDGET PRESENTATION AWARD

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Nibley City

Utah

For the Fiscal Year Beginning

July 1, 2018

Christopher P. Morrill

Executive Director

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C

Honorable Members of the Nibley City Council and Citizens of Nibley,

I am pleased to present the Nibley City Budget for Fiscal Year 2021-22.

I would like to thank everyone who helps to prepare and manage the City's budget. Our fiduciary responsibility to our residents is among our most sacred duties as public servants. Their efforts to create an open and transparent budget puts government in the hands of the hardworking people who pay to make it happen.

Our goal is as always to maintain our conservative approach to funding City operations; we conservatively project revenues and we do our best to maximize the use of existing resources to maintain or increase levels of service.

Nibley is in a strong financial position. We continue to show progress toward meeting departmental and citywide goals and initiatives. Our budget growth is stable, with our General Fund remaining at approximately $5 million, and all funds combined totaling more than $14 million. Recent economic changes related to the COVID-19 pandemic have affected our revenue. Our property tax rate proposal is to continue the city's practice of maintaining the rate at 0.001667, the rate that has historically proven appropriate for sustainably funding City needs.

I am excited about the future and the opportunities that exist for Nibley City moving forward. I am grateful to the Council, the Planning Commission, staff members and our volunteers for their vision and their dedication to efficient stewardship. I pledge to continue working to make Nibley the best city it can be for our families.

Respectfully submitted,

Shaun Dustin
Mayor

Budget Highlights

The City's General Fund accounts for the financial resources necessary to carry out basic governmental activities for the City that are not accounted for in other funds. The General Fund supports essential city services such as law enforcement and fire protection, street maintenance, recreation, and parks and open space maintenance. General Fund revenue is collected from taxes (property, sales, and utility), licenses and permits, service fees, fines, and grants.

Conservative Revenue Growth

General Fund revenues in Fiscal Year 21-22 are expected to remain stable. This budget estimates a consistent number of building permits due to several continuing and new subdivision projects being constructed. As of April 14, 2021, there are roughly 67 building lots available in Nibley City. In addition to those existing lots, additional subdivisions and additional phases of current subdivisions are expected to add hundreds of new lots.

Nibley has continued to add new real estate value; 62 new home building permits were issued in calendar year 2020. The City issued 200 total permits over the 12 month period from April 2020 through March 31, 2021, of which 84 were new homes. Budget projections related to home building in the FY 21-22 budget are based on an estimated 50 homes being built in the next fiscal year. Home values have gone up about 5 percent over the past year. Sales tax revenue is expected to continue to grow as Nibley's and Utah's economies and populations grow.

Tax Levels and Assessing Fair and Reasonable Fees

The FY 21-22 budget proposes to keep property tax at the same rate as last year. The City's property tax policy is to annually adjust the property tax rate to the historic rate of 0.001667, the rate that allows the City to maintain services at the current level. When there is growth in real estate value, Cache County will certify a lower rate than Nibley's current property tax rate. Therefore, if Nibley maintains the same rate as the previous year, state law considers that to be a tax increase, which would require the City to hold a Truth in Taxation hearing in August.

The sewer revenue amount in this budget reflects a $1 rate increase for Nibley utility users, as adopted by the Nibley City Council in 2018. Logan City has increased the sewer treatment fee it charges Nibley. The increased rate being charged by Logan City increases by 10% each July 1st, beginning in 2017 and continuing through 2021. The sewer fee Nibley City charges residents is currently $53 per month. The fee paid to Logan City is increasing due to the cost of constructing a new wastewater treatment facility.

There is a proposed 25 cents per month per residence increase in the residential stormwater fee. This will set the residential stormwater rate at $8.00 per month. Commercial rates are set by a formula that uses the residential rate as a basis. This increase is part of an incremental fee adjustment recommended in the City's 2013 Capital Facilities Finance Plan prepared by Zion's Bank. The increase was deemed necessary based on infrastructure and compliance requirements placed upon Nibley City by federal and state stormwater regulations.

Grant Revenue

Cache County awarded Nibley City $315,000 in Recreation Arts Parks and Zoo (RAPZ) grant funding to develop the 20 acres the city purchased west of Virgil Gibbons Heritage Park into a nature park called Firefly Park. The City matched these grants with $315,000 from the Park Impact Fee Fund. These funds were used to complete the first and second phase of development at Firefly Park. The next phase of constuction is expected to install a restoom, class room type seating, bird hides and fence along the northern boundary.

CARES Nibley City received just over $600,000 ($607,866.00) in Cares Act funds. Nibley City allocated those funds to three major categories;

1. Personal Protection Equipment (PPEs) and Sanitization Supplies and Equipment,
2. Remote work/communications/IT/AV equipment, and
3. Items to allow for easier social distancing

Just under $200,000 was spent on Personal Protective Equipment (PPEs) and Sanitization Supplies and Equipment, with the largest purchase being a Kubota vehicle and sprayer that is being used to sanitize outdoor equipment, including playgrounds, picnic tables etc. The city also replaced chairs used by the public with chairs that are easier to sanitize and replaced the flooring in the community room with flooring that is easier to sanitize. Other items purchased include general cleaning supplies and equipment and personal protective equipment.

Remote work/communications/IT/AV equipment, supplies, and infrastructure was the category that was allotted the most money out of all three categories, totaling more than $340,000. Some items that were purchased include fiberoptic broadband connections to city buildings and city hall IT equipment upgrades to support remote work and city meeting broadcasting. This included laptops and office equipment, server upgrades, and audio-visual equipment upgrades to allow for broadcasts of public meetings etc.

Approximately $50,000 was spent on social distancing improvements. The city purchased more bleachers and picnic tables for our parks to allow for people to spread out farther apart from each other, as well as other smaller items such as stanchions and plexiglass barriers for city hall.

ARP Funds: It is expected that Nibley City will receive :

Maintaining Core Services

As a community, Nibley continues to place the highest of priorities on funding core municipal services to residents. As a result, please note that the FY 21-22 budget reflects the funding of programs and resources across all operating departments that will allow the City to increase or maintain levels of service.

- Continued construction of Firefly Park
- 1200 West and 3200 South Roundabout
- 3200 South Asphalt Replacement
- Construction of missing links in the City's sidewalk and trails network

Some planned equipment purchases include:

- Replacing 7 Leased Pickup Trucks - Stormwater, Parks, Sewer, Recreation/Community Development, City Manager, City Engineer, and Public Works Director.
- Replace Vac-Tuck
- Replace one back hoe with a Mini Excavator

Other Key Changes to the Budget

- New public works inspector position
- Implementatio of EMS fee
- Capital Projects:

There was a fund transfer from General Fund surplus dollars at the end of the 19-20 fiscal year into the Capital Projects Fund. The General Fund transfer was around $500,000.

Community Development and Recreation: The Nibley City Recreation Department is responsible for coordinating sports and recreation programs, pursuing funding opportunities for City recreation, organizing and supporting cultural events and other community development programs. It has started a new soccer program and is planning future recreation programs, such as Ultimate Frisbee, summer camp, clinics and tournaments, and fitness and family programs. The City will also continue to provide many of the successful programs offered in years past, such as Heritage Days, the BOOnanza, baseball, softball and more.

Planning: The planning department has been busy handling subdivision applications in the past year, along with updating ordinances, and made an update to the Capital Project Plan and to the Sewer Master Plan. The City Council has made it a practice to set aside funds on an annual basis for planning. In the next year, Nibley City will work on an update to the City's Stormwater Master Plan. This is particularly important in light of continued rapid growth.

Budget Documentation

Nibley City staff members continue to revise and improve the structure of this budget document in order to make it more easily understandable and compliant with the standard recommended by the Government Finance Officers Association.

Qualified and Motivated Workforce

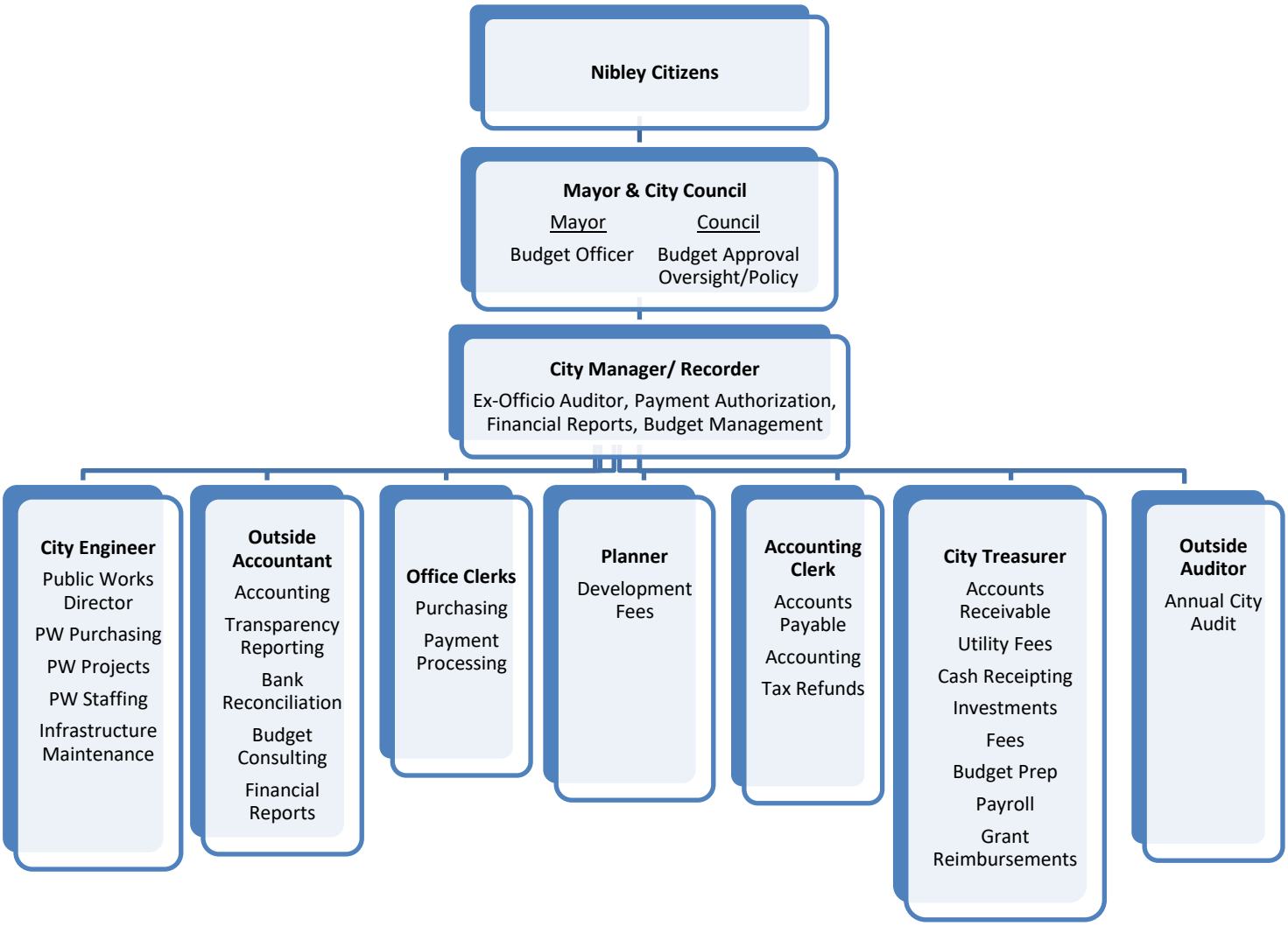
The ability to provide quality services to Nibley residents is made possible by the City's qualified and motivated workforce. It is Nibley's policy to continue to invest in training and education in order to continue to maintain that standard of quality.

It has also been the City's practice to adjust the employee pay scale by 2% annually as a cost-of-living adjustment. Some Nibley City employees also receive merit pay adjustments until they reach the top of their particular pay grade. The FY 21-22 budget includes the usual COLA of 2% for employees and elected officials and accounts for increases in benefit payment amounts, including retirement contributions.

Proposed Timeline for future meetings and approval

- May 13 – First presentation and adoption of tentative budget
- June 10 – Public Hearing and possible budget workshop
- August 12 or 26 – Truth in Taxation Hearing and Final Adoption

Nibley City Financial Oversight



Budget Timeline

January	• Make any mid-year adjustments to current fiscal-year budget • Begin anticipating upcoming capital projects
February	• Meet with department heads to review accomplishments and upcoming priorities
March	• Project expenses for department priorities • Compile anticipated revenue worksheets • Begin compiling salary/benefit information for upcoming year
April	• Finance team meets to review projected revenue and expenditures • Prepare initial draft of budget
May	• Present tentative budget to the City Council by the first meeting in May • Council workshops of budget (As needed) • Public hearing on budget
June	• Adoption of the Budget not later than the 24th of June (If no tax increase)
August	• Truth in Taxation Hearing and Final Adoption • Submit budget to State Auditor's office • Submit budget for GFOA certification

Should Nibley City find a need to make an amendment to the budget subsequent to its adoption, a public hearing is held prior to adopting changes. Other less-significant budget amendments are made at year-end, as part of the process of adopting an amended current-year budget.

Fiscal Policies

Nibley City examines statistical and demographic information as part of the financial decision-making process. Nibley City has grown from a population of 2,040 in the 2000 Census to approximately 8,000. More than 40% of the City's population is under the age of 18.

The City currently employs 21 full-time employees, 3 part-time employees, 7 seasonal employees, and has multiple contracted positions, including the City Attorney, Engineers, Auditor, Accountant, and Commercial Building Inspector. Nibley also contracts with other agencies for Court, Library, Wastewater Treatment, Solid Waste Disposal, Fire, Law Enforcement, Prosecuting, Animal Control and Ambulance services.

Nibley City uses the modified-accrual basis for all budgeted funds, which is also used in preparation of the City's annual financial reports. Modified accrual is a governmental accounting method whereby monies are accounted for when they become measurable and available, which typically occurs when the City is invoiced for the payment. Budgets are subject to ongoing review by City staff. The Nibley City Council and public are provided with monthly financial statements to keep them updated on the status of each budget department.

Revenue projections are made by analyzing the City's population and expenditure growth and projecting the upcoming year's growth based on those trends. Expenditures are, to the extent possible, anticipated and projected in the preparation of each department's budget, and most capital expenditures are accounted for in the preparation of Capital Improvement Plans.

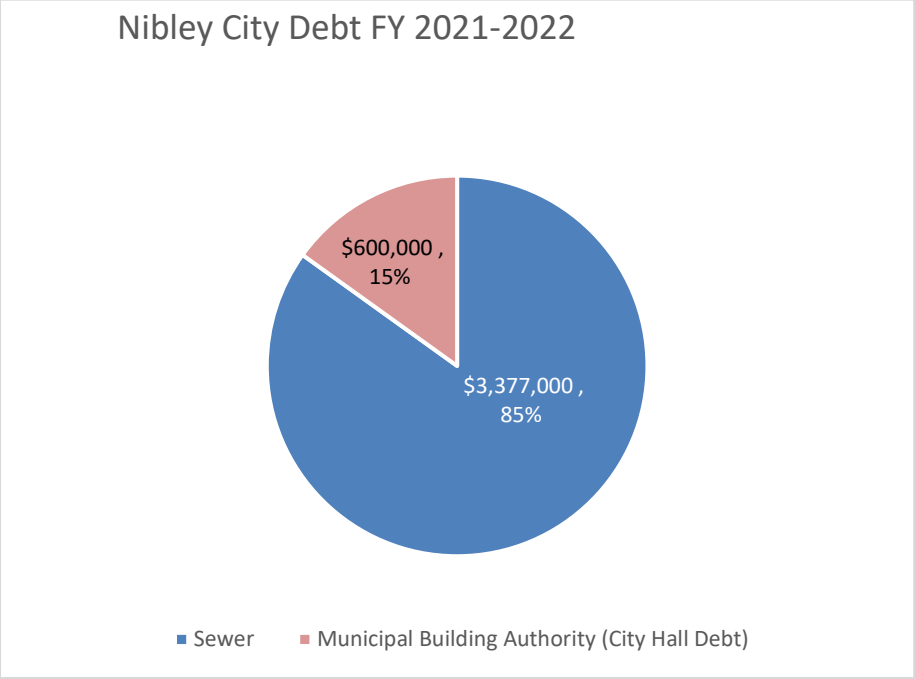
In compliance with the requirements of the laws of the State of Utah, Nibley City staff members present a balanced budget to the City Council for adoption. In order to meet the balanced budget requirements, one of the following must occur: revenues exceed expenditures, revenues equal expenditures, or revenue and any appropriated fund balances equal expenditures.

In preparing and executing each fiscal year's adopted budget, Nibley City adheres to the following principles:

1. Nibley City will practice fiscal conservativism.
2. Nibley City will focus on holistic budget issues and not dedicate unreasonable effort to a single project or item.
3. Nibley City will take responsible steps to pay off the City's debts in a timely manner.
4. Nibley City will make contributions to the City's long-term savings, so that the City will be adequately prepared in the event of a fiscal crisis.
5. Nibley City will keep its residents, City Council and staff apprised of budgetary decisions, so that those decisions can be made in a transparent manner.
6. Nibley City recognizes that, from time to time, it may be necessary to update these principles in order to reflect changes in financial planning practices.

Debt Limit

Estimated Market Value	$	535,831,908
Legal Debt Limit (4% of market value)	$	21,433,276
Current Outstanding General Obligation Debt	$	-
Legal Debt Margin	$	21,433,276

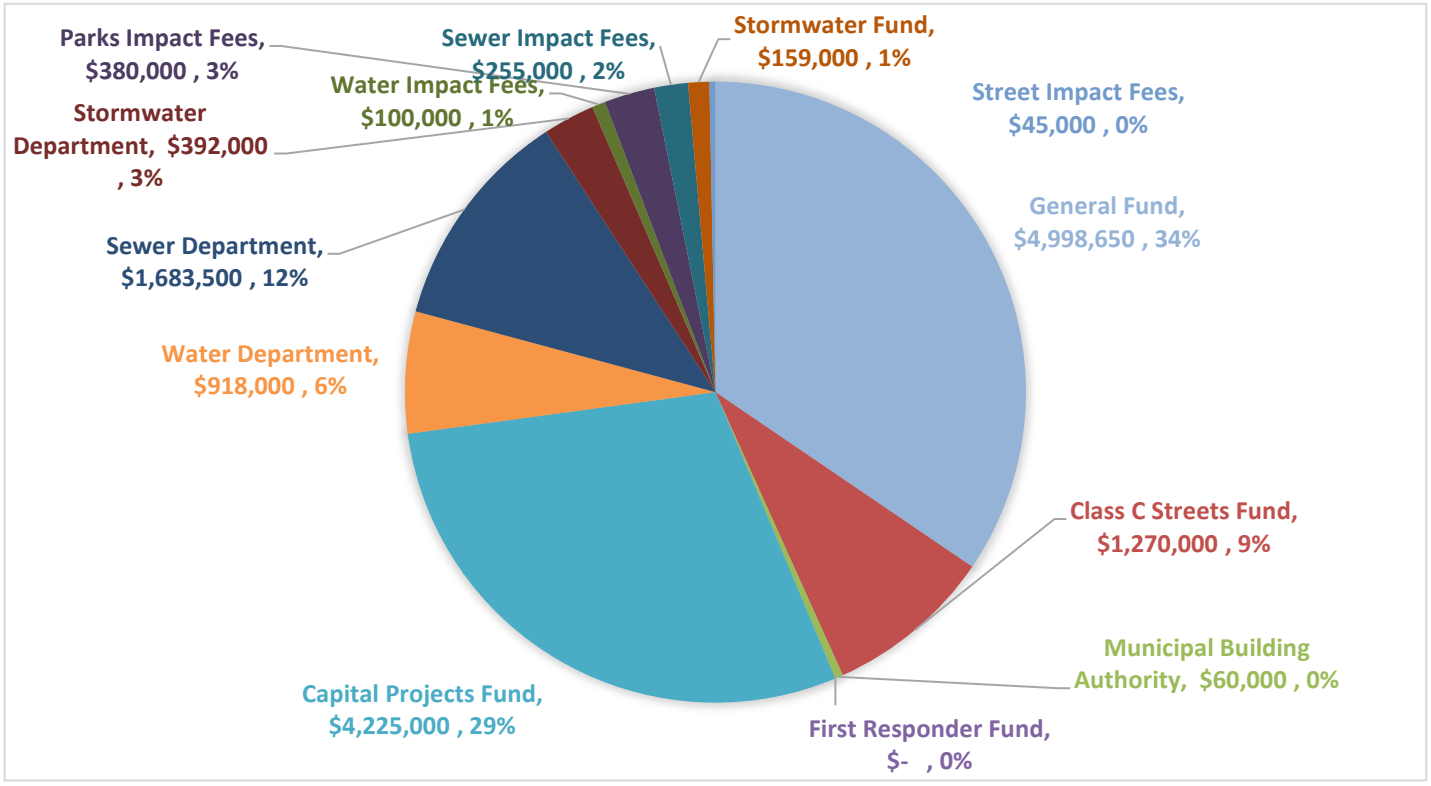


Sewer	$	3,377,000
Municipal Building Authority (City Hall Debt)	$	600,000
Total	$	3,977,000

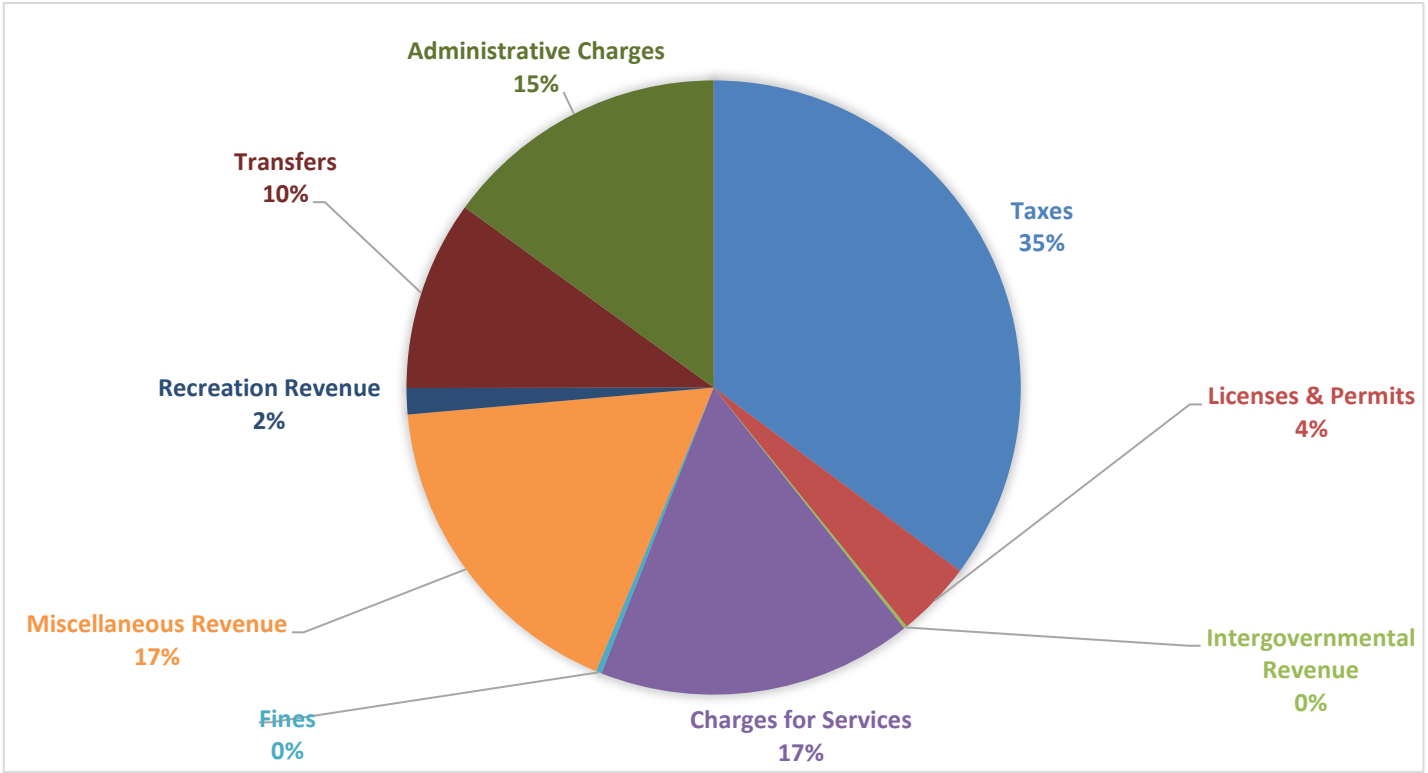
Overall Revenues

Revenue	Account Number	Actual FY 2018-19	Actual Year-to-date FY 2019-20	Budget FY 2019-20	Final Budget FY 2020-21
General Fund	10	$ 3,950,960	$ 3,168,131	$ 4,513,000	$ 4,998,650
Class C Streets Fund	11	$ 325,292	$ -	$ 340,000	$ 1,270,000
Municipal Building Authority	20	$ 59,909	$ 34,000	$ 60,000	$ 60,000
First Responder Fund	24	$ 40,791	$ 17,738	$ 158,616	$ -
Capital Projects Fund	45	$ 45,690	$ -	$ 3,890,000	$ 4,225,000
Water Department	51	$ 865,743	$ 647,599	$ 900,000	$ 918,000
Sewer Department	52	$ 1,248,935	$ 750,722	$ 1,136,000	$ 1,683,500
Stormwater Department	53	$ 217,707	$ 138,340	$ 310,000	$ 392,000
Water Impact Fees	55	$ 64,350	$ 83,850	$ 100,000	$ 100,000
Parks Impact Fees	56	$ 148,500	$ 193,500	$ 620,000	$ 380,000
Sewer Impact Fees	57	$ 66,675	$ 131,951	$ 255,000	$ 255,000
Stormwater Fund	58	$ 4,854	$ -	$ 165,000	$ 159,000
Street Impact Fees	59	$ 467	$ -	$ 45,000	$ 45,000
Total Revenues		**$ 7,039,873**	**$ 5,165,831**	**$ 12,492,616**	**$ 14,486,150**

Nibley City Budget FY 2021/22



General Fund Revenue FY 2021/22



General Fund Overview

Revenue

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Taxes	10-31	$ 1,912,715	$ 1,334,635	$ 1,714,000	$ 1,758,850
Licenses & Permits	10-32	$ 136,924	$ 197,794	$ 167,000	$ 200,000
Intergovernmental Revenue	10-33	$ 2,905	$ -	$ 8,000	$ 8,000
Charges for Services	10-34	$ 591,156	$ 469,136	$ 640,000	$ 830,000
Fines	10-35	$ 20,172	$ 12,926	$ 15,000	$ 15,000
Miscellaneous Revenue	10-36	$ 143,433	$ 724,975	$ 696,000	$ 867,000
Recreation Revenue	10-37	$ 82,655	$ -	$ 42,000	$ 68,800
Transfers	10-38	$ 558,000	$ -	$ 588,000	$ 500,000
Administrative Charges	10-39	$ 503,000	$ 428,666	$ 643,000	$ 751,000
Total General Fund Revenue		**$ 3,950,960**	**$ 3,168,131**	**$ 4,513,000**	**$ 4,998,650**

Expenditures

Expenditures	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
City Council	10-41	$ 39,100	$ 25,361	$ 51,000	$ 51,000
Court	10-42	$ 80,726	$ -	$ -	$ -
Administration	10-43	$ 531,479	$ 383,469	$ 560,000	$ 662,000
Elections	10-47	$ 2,996	$ -	$ 2,000	$ 10,000
Public Works	10-48	$ 220,860	$ 141,579	$ 408,000	$ 436,000
Non-Departmental	10-50	$ 338,572	$ 708,760	$ 754,000	$ 1,566,000
Public Safety	10-54	$ 267,733	$ 191,998	$ 357,500	$ 397,700
Streets	10-60	$ 221,352	$ 21,526	$ 276,000	$ 300,000
Sanitation	10-62	$ 534,311	$ 327,867	$ 512,000	$ 552,000
Planning & Zoning	10-68	$ 259,049	$ -	$ 263,000	$ 313,000
Parks	10-70	$ 338,662	$ -	$ 362,000	$ 393,000
Community Development & Recreation	10-75	$ 198,848	$ -	$ 298,000	$ 317,950
Total General Fund Expenditures		**$ 3,033,688**	**$ 1,800,560**	**$ 3,843,500**	**$ 4,998,650**
Surplus/(Deficit)		**$ 917,272**	**$ 1,367,571**		**$ -**
Beginning Cash Balance (est.)					**$ 1,307,980**
Reserves (Fund Balance App.)					**$ (500,000)**
Ending Cash Balance (est.)					**$ 807,980**

General Fund Revenue

Revenue

The Revenue section of the budget shows funds received by Nibley City from various sources, including taxes, fees for permits and licenses, grant funds etc.

Taxes

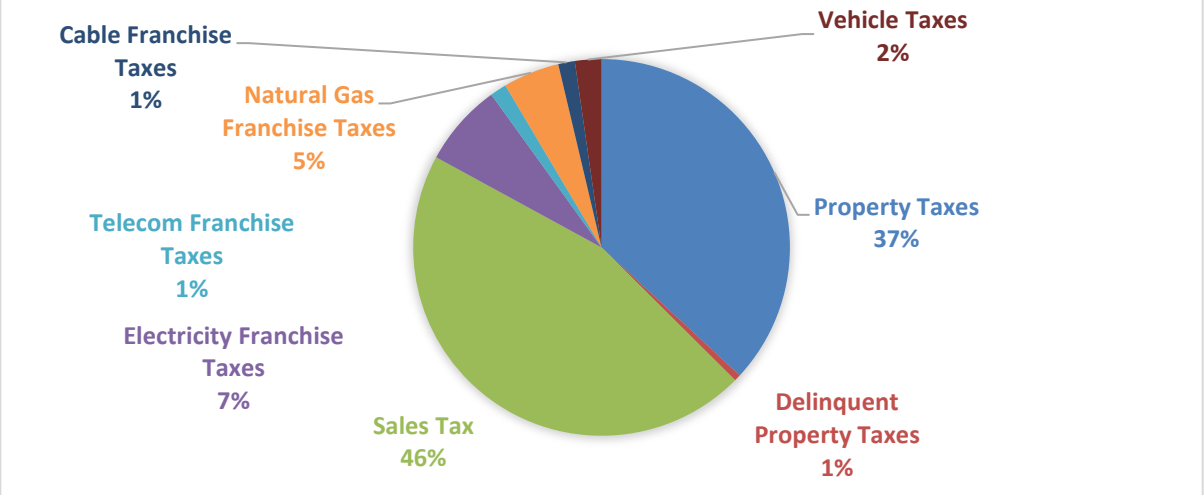
The Taxes portion of the Revenue section of the budget accounts for funds received by Nibley City from taxes on property, sales, utilities and vehicles.

From the table below, it is clear that Nibley's primary revenue sources are 1) Sales Tax from state sales tax redistribution, and 2) Property Taxes. Nibley's taxation policy should therefore support state sales tax laws that sustain this revenue and the management of staff and finances to maintain an attractive, quality community that is friendly to property owners and supportive of high property values.

General Fund Revenue: Taxes

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Taxes					
Property Taxes	10-31-110	$ 673,227	$ 615,874	$ 614,000	$ 648,850
Delinquent Property Taxes	10-31-120	$ 7,850	$ 6,555	$ 10,000	$ 10,000
Sales Tax	10-31-130	$ 834,800	$ 541,313	$ 800,000	$ 800,000
Electricity Franchise Taxes	10-31-140	$ 129,529	$ 84,616	$ 125,000	$ 125,000
Telecom Franchise Taxes	10-31-141	$ 25,791	$ 9,566	$ 25,000	$ 25,000
Natural Gas Franchise Taxes	10-31-142	$ 89,696	$ 29,724	$ 80,000	$ 85,000
Cable Franchise Taxes	10-31-143	$ 22,790	$ 23,085	$ 20,000	$ 25,000
Vehicle Taxes	10-31-150	$ 44,752	$ 23,902	$ 40,000	$ 40,000
CVTD (Pass Through)	10-31-160	$ 84,280	$ -	$ -	$ -
Total Taxes		**$ 1,912,715**	**$ 1,334,635**	**$ 1,714,000**	**$ 1,758,850**

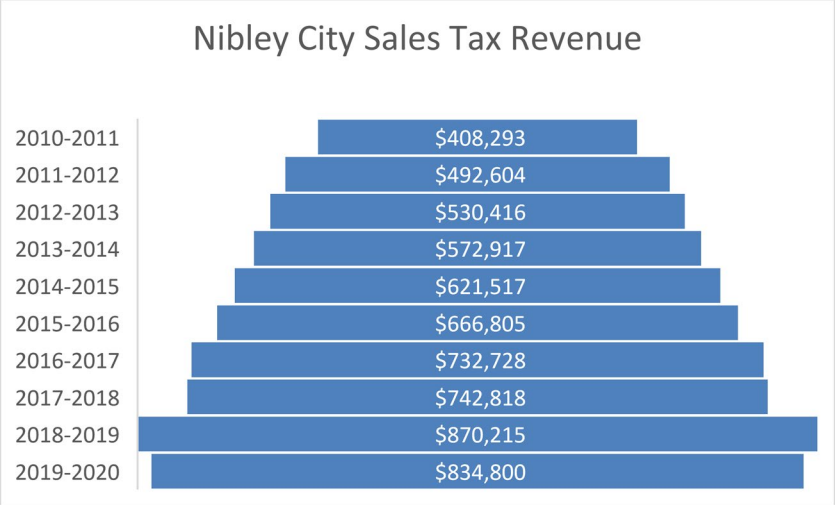
Tax Revenue FY 2021-22



10-31-110 Real Property Taxes – Property tax revenue is determined by multiplying the property tax rate by the value of real property in the City. Property valuations are reviewed by the County annually and new valuations are released by the County each June. Based on the valuations determined by the County, the County adjusts the City's tax rate to a level that, when multiplied against the new year's property value, generates the same amount of dollars of revenue for the City as was generated the previous year. That rate is referred to as the Certified Rate. If property values go up, this would result in the certified tax rate going down. In order to allow the property tax revenue to grow with inflation and expansion, and to maintain sustainable and predicable service as the City grows, it is the City's practice to adjust the City's tax rate annually. This may be an increase or decrease depending on the state of the economy. If the certified rate is raised or lowered by Cache County, a vote of the City Council is required to adjust the tax rate back to the historic level of 0.001667. In order to adjust the rate up to the historical rate, the City is required to hold Truth in Taxation Hearing. If necessary, this hearing is held in August. Homeowners are taxed on 55% of the value on their primary residence.

10-31-120 Delinquent Property Taxes – These are property taxes that were not paid during the year they were due but were received this year.

10-31-130 Sales Tax – These are taxes that are collected from retail sales both in Nibley and throughout the state. For every dollar spent in Nibley, one cent is set aside for cities as the municipal share. Nibley City receives 50% of all the municipal share sales taxes generated within Nibley City; the rest of that sales tax goes to the state's population pot. Sales tax generated in Nibley accounts for about 15% of the City's total sales tax revenue, with about 85% coming from statewide population redistribution. Nibley City receives taxes from the state's population pot based on Nibley City's total population. Sales taxes are collected each month and then distributed about 25 days after the last day of the month that the tax is due. The Sales Tax rate in Nibley is 7%. Of that, 4.85% goes to the state, 1% goes to the municipal share, as described above, 0.25% goes to the county, 0.30% goes to CVTD, 0.50% goes to Cache County for transportation and 0.10% goes to the county for Recreation, Arts, Parks, and Zoo (RAPZ) Tax.



10-31-140, 141,142, 143 Franchise Taxes – Revenue generated from taxes and fees paid by utility customers, as well as taxes collected by the utility companies that are operated in the city. Franchise agreements are in place with Rocky Mountain Power, Dominion Energy, Comcast and CenturyLink.

10-31-150 Vehicle Taxes – Revenue generated from the taxes the city receives from vehicle registrations of city residents' vehicles. These taxes are collected and distributed by Cache County once each month.

Licenses and Permits

The Licenses and Permits portion of the Revenue section of the budget accounts for funds received by Nibley City from residents and businesses as fees for permits and licenses.

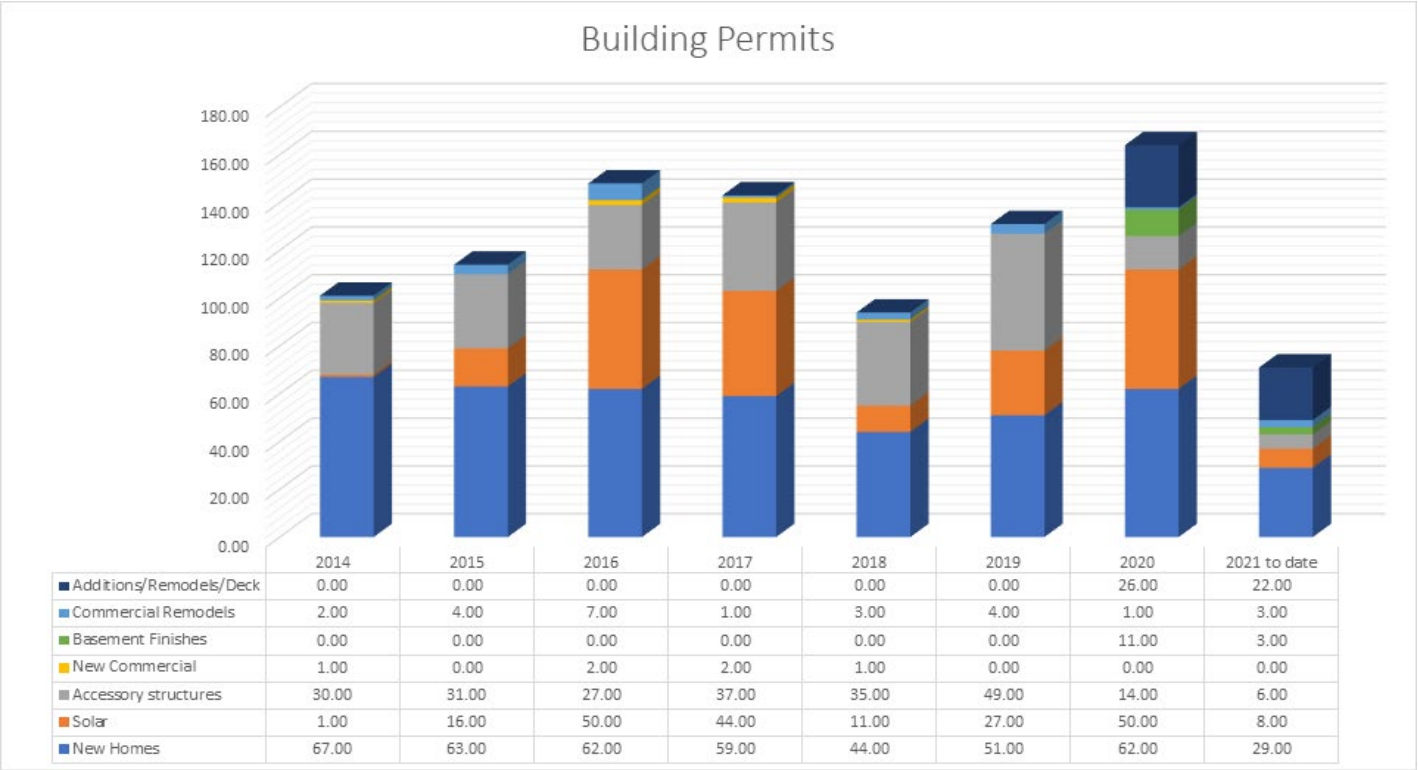
General Fund Revenue: Licenses, Permits, Intergovernmental Revenue, and Charges For Services

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Licenses and Permits					
Building Permits	10-32-210	$ 129,133	$ 180,126	$ 150,000	$ 180,000
Business Licenses & Fees	10-32-220	$ 2,491	$ 7,650	$ 9,000	$ 9,000
Fire Inspection Fee	10-32-225	$ 10	$ 80	$ 500	$ 500
Dog Licenses	10-32-250	$ 5,140	$ 9,938	$ 7,000	$ 10,000
Multi-Dog License	10-32-251	$ 150	$ -	$ 500	$ 500
Total Licenses and Permits		**$ 136,924**	**$ 197,794**	**$ 167,000**	**$ 200,000**
Intergovernmental Revenue					
Grant - Children's Theatre	10-33-322	$ 2,905	$ -	$ 5,500	$ 5,500
Grant - Miscellaneous	10-33-323	$ -	$ -	$ 2,500	$ 2,500
Total Intergovernmental		**$ 2,905**	**$ -**	**$ 8,000**	**$ 8,000**
Charges For Service					
Comm. Center Dispatch	10-34-410	$ 69,353	$ 43,318	$ 70,000	$ 70,000
Planning Review Fees	10-34-420	$ 4,503	$ 14,020	$ 5,000	$ 85,000
Development Fees Reimbursed	10-34-422	$ 18,464	$ 38,917	$ 20,000	$ 20,000
Refuse Collection Charges	10-34-430	$ 498,836	$ 373,008	$ 540,000	$ 540,000
Community Center Rental	10-34-431	$ -	$ (127)	$ 5,000	$ 5,000
EMS Charges	10-34-435	$ -	$ -	$ -	$ 110,000
Total Charges for Service		**$ 591,156**	**$ 469,136**	**$ 640,000**	**$ 830,000**

10-32-210 Building Permits – Revenue generated from building permits. There were a total of 164 total building permits in calendar year 2020, of which 62 were new home permits.

The building permit fee on a home averages $1,500 per home. In addition to the budgeted revenue that would come from new home permits, additional revenue is anticipated for other permits as well, such as for remodels, solar permits, and commercial permits.

The graph below shows the trend in building permits from FY14-15, FY15-16, FY16-17 and FY17-18, FY18-19, FY 19-20, FY 20-21 including the breakdown for the types of permits. As of March 31, 2021, the City had issued 42 new home permits in past 12 months.



	2014	2015	2016	2017	2018	2019	2020	2021 to date
Additions/Remodels/Deck	0.00	0.00	0.00	0.00	0.00	0.00	26.00	22.00
Commercial Remodels	2.00	4.00	7.00	1.00	3.00	4.00	1.00	3.00
Basement Finishes	0.00	0.00	0.00	0.00	0.00	0.00	11.00	3.00
New Commercial	1.00	0.00	2.00	2.00	1.00	0.00	0.00	0.00
Accessory structures	30.00	31.00	27.00	37.00	35.00	49.00	14.00	6.00
Solar	1.00	16.00	50.00	44.00	11.00	27.00	50.00	8.00
New Homes	67.00	63.00	62.00	59.00	44.00	51.00	62.00	29.00

10-32-220 Business Licenses & Fees - Revenue generated from business license fees, which include: $30 for a home-based business and $150 for a commercial business. The City currently has 135 home-based businesses and 23 commercial businesses.

10-32-225 Fire Inspection Fee - Revenue generated from commercial business license fire inspection fees, which are billed at $30 per hour. The fee is billed by Cache County, passed on to commercial businesses, collected with the business license fee, and then passed on to the county fire department.

10-32-250 Dog Licenses - Revenue generated from dog license fees, which include: $15 for spayed/neutered dogs or $25 for unaltered dogs. Revenue is used to pay for animal control services provided by the Sheriff's office. See expenditure account 10-54-360 for reference.

10-32-251 Multi-Dog License - Revenue generated from multi-dog license fees, which are $30 for a multi-dog license for up to 3 dogs. Revenue is used to pay for animal control services provided by the Sheriff's office. See expenditure account 10-54-360 for reference.

Intergovernmental Revenue

The Intergovernmental Revenue portion of the Revenue section of the budget shows funds received by Nibley City from other government agencies, which often include grant funds.

10-33-322 Children's Theatre Grants - Revenue generated from anticipated grants including: a $1,000 RAPZ grant, a $2,000 Rocky Mountain Power Grant, a $750 Utah Division of Arts & Museum Grant, and $500 from T-shirt sales. Due to cancellation of the 2020 & 2021 plays, the Theatre is rolling over some of the grant funds to the next fiscal year.

10-33-323 Grants Miscellaneous - Revenue generated from economic development, public safety or other grant sources.

Charges for Services

The Charges for Services portion of the Revenue section of the budget shows funds received by Nibley City as charges for services provided by the City.

10-34-410 Communications Center-Dispatch - Revenue generated from a $3 per residence and business monthly charge to pay for the countywide dispatch center. This charge is passed on to Logan City through expense account 10-54-440. The $2 dispatch center fee provides funds to support the Countywide 911 Emergency Dispatch Center and the $1 Radio Fee provides funds to support the radio and antenna infrastructure around the county that is used by public safety agencies.

10-34-420 Planning Review Fees - Revenue generated for application fees, such as for submission of a final plat, to pay for items reviewed by the Planning Commission. This account is also used to account for the $200 fee for a land use appeal hearing. Those hearings typically only occur a couple of times per year. The cost for the hearing officer is $150 for a hearing.

10-34-422 Development Fees Reimbursement - Revenue generated from developers who reimburse the City for fees the City incurs for professional services used to review proposed developments, such as engineering and legal reviews.

10-34-430 Refuse Collection Service Fees - Revenue generated from fees paid by residents for garbage, recycling and green waste collection services. Revenue is passed through to Logan City through expenditure account 10-62-320. The City charges an extra 25 cents per can for an administrative fee in addition to what Logan charges for the services.

10-34-431 Community Center Rental Fees - Revenue generated from Community Center/Council Chambers rentals. Community Rental Fees are: Resident Small Gathering $50, Resident Large Gathering $150, Non-Resident Small Gathering $100, Non-Resident Large Gathering $300.

10-34-435 EMS Charges - Revenue generated from a $6 per residence and business monthly charge to pay for the countywide EMS program. This charge is passed on to Cache County through expense account 10-54-330.

General Fund Revenue - Fines/Misc. Revenue

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Court Fines	10-35-510	$ 20,172	$ 12,926	$ 15,000	$ 15,000
Total Fines		**$ 20,172**	**$ 12,926**	**$ 15,000**	**$ 15,000**
Miscellaneous Revenue					
Interest Earnings	10-36-610	$ 145,570	$ 29,651	$ 40,000	$ 40,000
Sale of Surplus Equipment	10-36-670	$ 300	$ 100	$ -	$ -
House Rent	10-36-683	$ 12,600	$ 8,400	$ 12,000	$ 12,000
Penalties	10-36-684	$ 1,864	$ 2,463	$ 500	$ 1,500
Damage To City Property Reim.	10-36-686	$ 1,846	$ -	$ 500	$ 500
Miscellaneous Revenue	10-36-690	$ (21,147)	$ 75,145	$ 10,000	$ 10,000
Land Leases	10-36-691	$ 2,400	$ 1,330	$ 3,000	$ 3,000
American Rescue Plan Act	10-36-695	$ -	$ 607,886	$ 630,000	$ 800,000
Total Miscellaneous Revenues		**$ 143,433**	**$ 724,975**	**$ 696,000**	**$ 867,000**

Fines

The Fines portion of the Revenue section of the budget accounts for fines received by Nibley City from the Justice Court.

10-35-510 Court Fines - Revenue generated from fines paid to the Hyrum City Justice Court for violations in Nibley that are passed on to Nibley through an interlocal agreement with Hyrum. The cities split the revenue and then expenses for defense are deducted from Nibley's half.

Miscellaneous Revenue

The Miscellaneous Revenue portion of the Revenue section of the budget accounts for funds received by Nibley City from a variety of sources.

10-36-610 Interest Earned - Revenue generated from interest earned by the City on all fund balances of money held in interest bearing accounts. The interest is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of each total fund balance.

10-36-670 Sale of Surplus Equipment - No funds are budgeted in this account this year.

10-36-683 House Rent - Revenue generated from this account is for the houses located at 3184 S Main, 3196 S Main, and 1221 W 3200 S. The City purchased the houses in anticipation of realignments of 3200 South.

10-36-684 Penalties - Revenue generated from penalties/fees related to bank charges and late fees.

10-36-686 Reimbursement for Damage to City Property - Revenue generated for reimbursement from an individual or company if damage is done to any City property. A common source is motor vehicle accidents that damage trees or infrastructure.

10-36-690 Miscellaneous Revenue - Revenue for which there is not an associated revenue account.

10-36-691 Land Leases - Revenue generated from rent paid by individuals leasing city-owned properties.

10-36-695 American Rescue Plan Act - Funds allocated from the federal government for expenses related to the COVID-19 pandemic.

General Fund Revenue: Transfers & Administrative Charges

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Transfers					
Appropriated Fund Balance	10-38-890	$ 558,000	$ -	$ 500,000	$ 500,000
First Responders Transfer to Gene	10-38-891	$ -	$ 58,665	$ 88,000	$ -
		$ 558,000	**$ -**	**$ 588,000**	**$ 500,000**
Administrative Charges					
Water	10-39-700	$ 226,000	$ 187,333	$ 281,000	$ 335,000
Sewer	10-39-701	$ 226,000	$ 187,333	$ 281,000	$ 335,000
Stormwater	10-39-702	$ 51,000	$ 54,000	$ 81,000	$ 81,000
Total Administrative Charges		**$ 503,000**	**$ 428,666**	**$ 643,000**	**$ 751,000**
Total General Fund Revenues		**$ 3,950,960**	**$ 3,168,131**	**$ 4,513,000**	**$ 4,998,650**

Transfers & Administrative Charges

The Administrative Charges portion of the Revenue section of the budget shows funds transferred into the General Fund from enterprise funds.

10-38-890 Appropriate Fund Balance - This account is used to allocate funds from the existing fund balance.

10-38-890 First Responder's Transfer to General Fund - No funds are budgeted in this account this year.

10-39-700, 701 and 702 - Enterprise funds (water, sewer, stormwater) reimburse the General Fund for costs incurred in managing and operating the utility operations. An analysis is performed each year to examine the administrative costs and the costs are adjusted accordingly. These costs include staff, software, equipment, facilities, vehicles etc.

General Fund Revenue - Recreation

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Field Rental	10-37-440	$ 2,215	$ -	$ 4,000	$ 5,000
Youth & Adult Programs	10-37-442	$ 29,289	$ -	$ 20,000	$ 43,000
Nibley Fitness	10-37-444	$ 2,241	$ -	$ 2,000	$ 2,700
Fitness Programs	10-37-445	$ 1,600	$ -	$ 2,000	$ 2,500
Special Events	10-37-446	$ 40	$ -	$ 500	$ 600
Rec Rental Equipment	10-37-450	$ 20	$ -	$ -	$ 900
Park/Pavilion Rental Fees	10-37-460	$ 1,450	$ -	$ 2,000	$ 2,200
Heritage Days	10-37-660	$ 68	$ -	$ 7,000	$ 7,000
Youth Council Revenue	10-37-661	$ 1,207	$ -	$ 2,000	$ 2,500
Nibley Royalty	10-37-662	$ 920	$ -	$ 1,000	$ 900
Sponsorships	10-37-665	$ 1,250	$ -	$ 1,500	$ 1,500
Recreation Grants	10-37-700	$ 42,355	$ -	$ -	$ -
Total Recreation		**$ 82,655**	**$ -**	**$ 42,000**	**$ 68,800**

Recreation Revenue

The Recreation Revenue portion of the Revenue section of the budget shows funds received by Nibley City as charges for programs and events run by the City's Recreation Department.

10-37-440 Field Rental - Revenue generated from the rental of Nibley City recreational fields.

10-37-442 Youth & Adult Programs - Revenue generated from Youth Baseball, Softball, Ultimate Frisbee, Super STARt Programs, Youth Soccer, Summer Camp, Clinics and Tournaments and adult drop in soccer for fall and spring. This is tied into expenditure account 10-75-515.

10-37-444 Nibley Fitness - Revenue generated from fitness classes hosted by the City. This is associated with expenditure account 10-75-670.

10-37-445 Fitness Programs - Revenue generated from recreation races hosted by the City. This is with expenditure account 10-75-670.

10-37-446 Special Events - Revenue generated from events such as Daddy Daughter Dance and Mommy Son Adventure or the talent show. This is associated with expenditure account 10-75-540.

10-37-450 Rec Rental Equipment - Revenue generated from equipment available to rent for family reunions, family nights, youth groups, etc. This is tied into expenditure account 10-75-500.

10-37-460 Park/Pavilion Rental Fees - Revenue generated from park/pavilion rentals. This is separate from field rentals above.

10-37-660 Heritage Days Revenue - Revenue generated through Heritage Days activities and sponsorships.

10-37-661 Youth Council Revenue - Revenues generated by Youth Council fundraisers and donations.

10-37-662 Nibley Royalty - Revenue generated through participation fees and donations.

10-37-665 Sponsorship - Revenue from recreation sponsor donations.

10-37-700 Recreation Grants - No grant funds are anticipated this year.

General Fund Expenses

City Council

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-41-110	$ 29,850	$ 20,414	$ 33,000	$ 33,000
Employee Benefits	10-41-130	$ 6,537	$ 4,701	$ 7,000	$ 7,000
Education, Travel & Training	10-41-230	$ 2,474	$ -	$ 10,000	$ 10,000
Mayor's Discretionary	10-41-620	$ 239	$ 246	$ 1,000	$ 1,000
Total Mayor/Council Expenditures		**$ 39,100**	**$ 25,361**	**$ 51,000**	**$ 51,000**

10-41-110 Salaries & Wages - Funds allocated for Councilmember and Mayor stipends. The City's policy is to adjust the stipend annually at the same rate as it is adjusted for other employees. A 2% COLA is being proposed in this budget for employees. If that same COLA is applied to these stipends, the Mayor's stipend increases by $18 to $862 per month, and the councilmembers stipend by $7 to $344 per month.

10-41-130 Employee Benefits - Funds allocated to be paid for Social Security & Medicare withholdings, and telephone/data allowances.

10-41-230 Education, Training & Travel - Funds allocated for hotel costs, mileage, and per diem. The amount is to cover costs for councilmembers and companions to attend the Utah League of Cities & Towns Annual and Mid-Year Conferences and other travel and training.

10-41-250 Mayor's Discretionary - Funds allocated at the Mayor's discretion for city-related needs.

The Nibley City Council

From left to right: Nathan Laursen, Kay Sweeten, Mayor Shaun Dustin, Kathryn Beus, Tom Bernhardt, and Norman Larsen

Court

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-42-110	$ 78,077	$ -	$ -	$ -
Employee Benefits	10-42-130	$ (651)	$ -	$ -	$ -
Education, Travel & Training	10-42-230	$ -	$ -	$ -	$ -
Office Supplies	10-42-240	$ -	$ -	$ -	$ -
Prosecution	10-42-311	$ 3,300	$ -	$ -	$ -
Witness Fees	10-42-320	$ -	$ -	$ -	$ -
Defense	10-42-324	$ -	$ -	$ -	$ -
Interpreter	10-42-326	$ -	$ -	$ -	$ -
Bailiff Services	10-42-610	$ -	$ -	$ -	$ -
Total Court Expenditures		**$ 80,726**	**$ -**	**$ -**	**$ -**

10-42-110 Salaries & Wages - No funds are budgeted in this account this year.

10-42-130 Employee Benefits - No funds are budgeted in this account this year.

10-42-230 Education, Training & Travel - No funds are budgeted in this account this year.

10-42-240 Office Supplies - No funds are budgeted in this account this year.

10-42-311 Prosecution - These funds are now accounted for in 10-53-311.

10-42-320 Witness Fees - No funds are budgeted in this account this year.

10-42-324 Defense - No funds are budgeted in this account this year.

10-42-326 Interpreter - No funds are budgeted in this account this year.

10-42-610 Bailiff - No funds are budgeted in this account this year.

Administration

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-43-110	$ 316,620	$ 234,147	$ 325,000	$ 370,000
Employee Benefits	10-43-130	$ 137,018	$ 100,162	$ 118,000	$ 175,000
Education, Travel & Training	10-43-230	$ 16,582	$ 4,084	$ 20,000	$ 20,000
Memberships & Dues	10-43-300	$ 6,215	$ 2,268	$ 9,000	$ 9,000
Professional Services	10-43-310	$ 38,253	$ 28,200	$ 42,000	$ 42,000
Legal Expense	10-43-311	$ -	$ -	$ 5,000	$ 5,000
Economic Development	10-43-341	$ 135	$ -	$ 4,000	$ 4,000
Department Expenditures	10-43-400	$ 16,656	$ 14,608	$ 37,000	$ 37,000
Total Admin. Expenditures		**$ 531,479**	**$ 383,469**	**$ 560,000**	**$ 662,000**

10-43-110 Salaries & Wages - Funds allocated for salaries of the following employees:

- City Manager/Recorder
- Treasurer/Office Manager
- Deputy Recorder
- Office Specialist/Utility Billing Clerk
- Accounts Payable Clerk
- Custodian
- Office Specialist

A 2% COLA is being proposed for employees.

10-43-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

10-43-230 Education, Training, & Travel - Funds are for training conferences and continuing education**,** including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

10-43-300 Memberships & Dues - Funds allocated for professional memberships & dues, which include: the Utah League of Cities and Towns, International City Managers Association, Utah City Managers Association, Utah Municipal Clerk's Association, Utah Government Financial Officers, International Institute of Municipal Clerks, Cache Chamber of Commerce, Service Clubs, Utah Association of Public Treasurers, BRAG Area Recorder's and Clerks Association, Nordic United, and the Cache Mayor's Association.

10-43-310 Professional Services - Funds allocated for outside auditing and accounting services.

10-43-311 Legal Expenses - Funds allocated for legal services.

10-43-341 Economic Development - Funds allocated for economic development training, consulting and related services.

10-43-400 Department Expenditures - Funds allocated to cover a variety of general department expenditures.

Elections

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-47-110	$ 670	$ -	$ 500	$ -
Employee Benefits	10-47-130	$ 14	$ -	$ -	$ -
Education, Travel & Training	10-47-230	$ -	$ -	$ 500	$ -
Professional Services	10-47-310	$ 1,393	$ -	$ -	$ -
Department Expenditures	10-47-400	$ 919	$ -	$ 1,000	$ 2,000
Cache County	10-47-450	$ -	$ -	$ -	$ 8,000
Total Election Expenditures		**$ 2,996**	**$ -**	**$ 2,000**	**$ 10,000**

10-47-110 Salaries & Wages - No funds are budgeted in this account this year.

10-47-130 Employee Benefits - No funds are budgeted in this account this year.

10-47-230 Education, Training, & Travel - No funds are budgeted in this account this year.

10-47-310 Professional Services - No funds are budgeted in this account this year.

10-47-400 Department Expenditures - Funds allocated to cover a variety of general department expenditures.

10-47-450 Cache County - Funds allocated for election fees that are paid to Cache County. Funds allocated for a primary and general election.

Public Works

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-48-110	$ 94,311	$ 64,945	$ 182,000	$ 216,000
Employee Benefits	10-48-130	$ 43,679	$ 30,021	$ 82,000	$ 83,000
Education, Travel & Training	10-48-230	$ 1,853	$ 367	$ 4,500	$ 4,500
Office Supplies	10-48-240	$ 2,394	$ 49	$ 2,000	$ 2,000
Uniforms	10-48-247	$ 7,089	$ 2,211	$ 5,000	$ 5,000
Equipment and Maintenance	10-48-250	$ 9,108	$ 8,840	$ 7,000	$ 10,000
Vehicle Fuel	10-48-251	$ 32,901	$ 13,551	$ 42,000	$ 42,000
Vehicle Repair	10-48-252	$ 12,404	$ 12,949	$ 40,000	$ 30,000
Utilities	10-48-270	$ 8,522	$ 5,833	$ 9,500	$ 9,500
Memberships & Dues	10-48-300	$ 629	$ 485	$ 3,000	$ 3,000
Professional Services	10-48-310	$ -	$ -	$ 500	$ 500
Legal Expense	10-48-311	$ -	$ -	$ 500	$ 500
Department Expenditures	10-48-400	$ 274	$ 1,568	$ 7,500	$ 7,500
Engineering Expense	10-48-514	$ 3,696	$ -	$ 8,500	$ 8,500
Emergency Expenses	10-48-515	$ -	$ -	$ 10,000	$ 10,000
Safety	10-48-516	$ 4,000	$ 760	$ 4,000	$ 4,000
Total Public Works Expenditures		**$ 220,860**	**$ 141,579**	**$ 408,000**	**$ 436,000**

10-48-110 Salaries & Wages - Funds allocated for Public Works Director, City Engineer, and 50% of a part-time Public Works Inspector salaries. A part-time public works inspector is being proposed.

10-48-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

10-48-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

10-48-240 Office Supplies - Office supplies for all public works departments.

10-48-247 Uniforms - Funds allocated for public works safety and cold weather gear, boots, shirts, etc. This account includes funds for all public works departments' uniform expenses.

10-48-250 Equipment and Maintenance - Funds allocated for maintenance of City Hall and Public Works buildings.

10-48-251 Vehicle Fuel - Funds allocated for all vehicle fuel expenses. Enterprise departments reimburse the General Fund for these costs through the administrative charges in accounts 10-39-700 through 10-39-702.

10-48-252 Vehicle Repair - Funds allocated for all vehicle repairs. Enterprise departments reimburse the General Fund for these costs through the administrative charges in accounts 10-39-700 through 10-39-702.

10-48-270 Utilities - Funds allocated for utility costs at the Public Works buildings. Enterprise departments reimburse the General Fund for these costs through the administrative charges in accounts 10-39-700 through 10-39-702.

10-48-300 Memberships & Dues - Funds allocated for professional memberships and dues, which include: The American Society of Civil Engineers and the American Public Works Association. These memberships provide opportunities for educational training and networking with other industry professionals across the state. A increase in this account is allocated for the public works inspector.

10-48-310 Professional Services - Funds allocated for non-engineering or non-legal professional services.

10-48-311 Legal Expense - These funds are for legal services related to Public Works projects.

10-48-400 Department Expenditures - Funds allocated for general costs related to the public works department.

10-48-514 Engineering Expense - Funds allocated for outside engineering costs related to public works functions.

10-48-515 Emergency Expense - Funds allocated for any unforeseen costs due to an emergency.

10-48-516 Safety - Funds allocated for safety training, equipment, and incentives.

Non-Departmental

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Office Supplies	10-50-240	$ 4,900	$ 4,096	$ 6,000	$ 6,000
Postage/Shipping	10-50-243	$ -	$ 396	$ 4,000	$ 4,000
Utility Billing Postage	10-50-245	$ 10,677	$ 7,550	$ 10,000	$ 12,000
Equipment and Maintenance	10-50-250	$ 2,899	$ 1,626	$ 3,000	$ 3,000
Utilities	10-50-270	$ 11,497	$ 7,142	$ 13,000	$ 13,000
Software	10-50-370	$ 38,270	$ 26,770	$ 40,000	$ 50,000
Bank Charges	10-50-440	$ 16,084	$ 8,472	$ 20,000	$ 20,000
Insurance Expense	10-50-510	$ 53,983	$ 45,505	$ 60,000	$ 60,000
Building Lease	10-50-511	$ 88,100	$ 34,000	$ 60,000	$ 60,000
Emergency Expense	10-50-515	$ -	$ -	$ 10,000	$ 10,000
Information Technology	10-50-518	$ 21,704	$ 10,931	$ 20,000	$ 20,000
Community Center	10-50-520	$ 599	$ -	$ 2,000	$ 2,000
Newsletter	10-50-530	$ 5,579	$ 3,789	$ 6,000	$ 6,000
Transfer To Capital Projects	10-50-910	$ -	$ -	$ 500,000	$ 500,000
CVTD Sales Tax (Pass Through)	10-50-920	$ 84,280	$ 558,483	$ -	$ -
American Rescue Plan Act	10-50-921	$ -	$ -	$ 630,000	$ 800,000
Total Non-Departmental Expenses		**$ 338,572**	**$ 708,760**	**$ 754,000**	**$ 1,566,000**

10-50-240 Office Supplies - Office supplies for City Hall.

10-50-243 Postage/Shipping - Funds allocated for the costs of mailing/shipping and stamps.

10-50-245 Utility Billing Postage - Funds allocated for mailing monthly utility statements.

10-50-250 Equipment and Maintenance - Funds allocated for office equipment maintenance; includes copier costs but does not include computers.

10-50-270 Utilities - Funds allocated for City Hall utilities: electricity, natural gas, telephone, internet, etc.

10-50-370 Software - Funds allocated for Microsoft yearly subscription, Adobe Pro for three subscriptions, Municode, Cloudspeaker Community Alert System, Caselle accounting software, document management, time keeping, business licensing, animal licensing, work orders and permit management software. This account has a slight increase for engineering software programs.

10-50-440 Bank Charges - Funds allocated for credit card merchant fees for office, online, and automatic fee for residents' utility payments (Xpress Bill Pay, Sportsites). Also includes bounced check fees (Bank of Utah).

10-50-510 Insurance Expense - Funds allocated for insurance premium costs for City vehicles, property, workers compensation and the City's general liability policy.

10-50-511 Building Lease - Funds allocated for City Hall bond payments paid through the Municipal Building Authority. See account 20-30-500.

10-50-515 Emergency Expense - Funds allocated for unforeseen costs due to an emergency.

10-50-518 Information Technology - Funds allocated for IT, server, email, backup and tech support. Funds allocated to repair, replace and upgrade office computers and to host and manage Nibley City's website

10-50-520 Community Center - Funds allocated for expenses related to repairs in the city hall community room.

10-50-530 Newsletter - Funds allocated for printing the monthly City newsletter.

10-50-910 Transfer to Capital Project Fund - This account is used to transfer surplus funds from the General Fund into the Capital Projects Fund.

10-50-921 American Rescue Plan Act - Funds allocated from the federal government for expenses related to the COVID-19 pandemic.

Public Safety

Public Safety

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-54-110	$ 9,049	$ 7,803	$ 12,000	$ 12,000
Employee Benefits	10-54-130	$ 610	$ 593	$ 2,000	$ 2,000
Education, Travel, & Training	10-54-230	$ 311	$ 20	$ 3,000	$ 3,000
Memberships & Dues	10-54-300	$ -	$ -	$ 500	$ 500
Court Prosecution	10-54-311	$ -	$ -	$ 7,200	$ 7,200
Sheriff Contract Services	10-54-320	$ 75,049	$ 43,110	$ 86,800	$ 104,000
Emergency Medical Services	10-54-330	$ -	$ -	$ 60,000	$ 100,000
Fire Protection	10-54-340	$ 67,470	$ 74,413	$ 68,000	$ 75,000
EMS Contract Services	10-54-350	$ 26,607	$ 17,738	$ 24,000	$ -
Animal Control	10-54-360	$ 16,663	$ 9,760	$ 19,000	$ 19,000
Department Expenditures	10-54-400	$ 1,252	$ 2,558	$ 6,000	$ 6,000
Communication Center	10-54-440	$ 70,722	$ 36,003	$ 69,000	$ 69,000
Total Public Safety Expenditures		**$ 267,733**	**$ 191,998**	**$ 357,500**	**$ 397,700**

10-54-110 - Salaries & Wages - Funds allocated for a part-time emergency manager.

10-54-130 Employee benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

10-54-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees. These funds also include CERT training reimbursement up to $2,000 for Nibley City residents. CERT training costs are $70.00 per volunteer. Half of this cost can be reimbursed to citizen after completion.

10-54-300 Memberships and Dues - Funds allocated for professional memberships & dues.

10-54-311 Court Prosecution - Funds allocated for prosecution fees that are paid to Cache County. Funds allocated for prosectution fees, $600 per month for 12 months.

10-54-320 Sheriff Contract Services - Funds allocated to fulfill the contracted services provided by the Cache County Sheriff's Office for patrol services, investigations, SWAT, drug task force, and public outreach, such as parades and school assistance. This account has a slight increase per the county contract and based on an evaluation of actual costs.

10-54-330 Emergency Medical Services - Funds allocated to fulfill a potential contract for services provided by Cache County for Emergency Medical/Ambulance Services. The anticipated annual budget for this service is more than $100,000. However, the first year of service will not begin until January 2021, making it only half of a year.

10-54-340 Fire Protection - Funds allocated to fulfill the contracted amount with the Hyrum City Fire Department. The 2021-2022 fee is $11.00 per resident per year. Billed based on 6,747 residents.

10-54-350 First Responders - Nibley's contribution to the Cache County EMS Fund.

10-54-360 Animal Control - Funds allocated to fulfill the contracted amount with the Sheriff. Also includes funds for dog licensing software, Cache Humane Society impound agreement and costs to house impounded dogs. The contracted amount with the Sheriff's office is $16,640 this year and remains unchanged.

10-54-400 Department Expenditures - Funds allocated for costs related to emergency management.

10-54-440 Communication Center - Funds allocated to pay 911 Dispatch Center Fee. A $3 fee is charged on utility accounts to collect these funds. This amount increases each year to account for growth. See 10-34-410

Streets Department

Streets

MAINTENANCE

2020-21 saw the dedicated employees in the Nibley Streets Department accomplish the following maintenance projects:

- Crack sealed roads in preparation for preservation treatments
- Swept all streets in Nibley
- Raise sidewalk and curb and gutter throughout Nibley
- Fabrication of safety equipment for snowplow equipment
- Shoulder 800 West by Logan Coach
- Repainted all crosswalks throughout Nibley
- Patched potholes on city streets to keep the roads safe
- Concrete collars around valves and manholes in new Subdivisions

CONSTRUCTION

The final months of 2020-21 and the year 2021-22 will see the department construct these projects:

- Repaint crosswalks, stop lines and red curb
- Construct missing links in the sidewalk network
- Repair – replace sidewalks hazards
- Crack seal roads – Maintenance
- New subdivision infrastructure inspections

Streets

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-60-110	$ 57,415	$ -	$ 60,000	$ 60,000
Seasonal Salaries And Wages	10-60-115	$ -		$ 4,000	$ 7,000
Crossing Guard Salaries & Wages	10-60-120	$ 25,515	$ -	$ 43,000	$ 50,000
Employee Benefits	10-60-130	$ 30,574	$ -	$ 25,000	$ 29,000
Crossing Guard Benefits	10-60-135	$ 525	$ -	$ 3,000	$ 4,000
Education, Travel & Training	10-60-230	$ 1,149	$ -	$ 4,000	$ 4,000
Equipment and Maintenance	10-60-250	$ 35,296	$ 12,148	$ 32,500	$ 32,500
New Development Infrastructure	10-60-262	$ 6,244	$ -	$ 11,000	$ 20,000
Utilities - Crossing Lights	10-60-270	$ 1,405	$ -	$ 500	$ -
Utilities - Street Lights	10-60-275	$ 45,279	$ -	$ 50,000	$ 50,500
House Maintenance	10-60-278	$ -	$ -	$ 1,000	$ 1,000
Professional Services	10-60-310	$ -	$ -	$ 500	$ 500
Legal Expense	10-60-311	$ -	$ -	$ 500	$ 500
Department Expenditures	10-60-400	$ 1,529	$ -	$ 3,000	$ 3,000
Snow Removal	10-60-450	$ 10,533	$ 6,816	$ 18,000	$ 18,000
Engineering Expense	10-60-514	$ 5,888	$ 2,562	$ 5,000	$ 5,000
Emergency Expense	10-60-515	$ -	$ -	$ 10,000	$ 10,000
Streetlights	10-60-611	$ -	$ -	$ 5,000	$ 5,000
Total Streets Expenditures		**$ 221,352**	**$ 21,526**	**$ 276,000**	**$ 300,000**

The Streets budget includes all expenditures related to the Nibley City Streets Department.

10-60-110 Salaries & Wages - Funds allocated for 50% of two full-time employees, the streets/stormwater superintendent and one streets/stormwater employee. The other half of their wages are paid through the Stormwater Department. A 2% COLA is being proposed for employees.

10-60-115 Seasonal Salaries & Wages - Funds allocated for 50% of one seasonal employee. The other half of the salary for this seasonal employee is paid out of the Stormwater account 53-40-115.

10-60-120 Crossing Guard Salaries & Wages - Funds allocated for wages of six crossing guards at the following locations; Thomas Edison Charter School (1), Nibley Elementary (3), and Heritage Elementary (2). Crossing Guards are supervised by the Streets Superintendent.

10-60-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

10-60-135 Crossing Guard Benefits - Social Security & Medicare withholdings.

10-60-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

10-60-250 Equipment and Maintenance - Funds allocated for street repair and maintenance (curbs, gutters, sidewalks, signs, striping/markings, etc.). This does not include funds for general pavement maintenance, which is shown in accounts 45-40-734 and 11-40-650.

10-60-262 New Development Infrastructure - Funds allocated for city standard street signs and street lights, which are installed at the time of new development. Funds also include water valve and manhole collar costs. The City pays for signs, street lights, collars, etc. up front and the cost is reimbursed by developers.

10-60-270 Utilities - Funds allocated for this account have been combned with GL 10-60-278.

10-60-275 Utilities–Street Lights - Funds allocated to pay for electricity for all street lights in the city. Rocky Mountain Power charges the City approximately $16 per month per streetlight. There are currently 260 lights in the City and it is estimated that there will be an additional 10 street lights added during FY 19-20 due to new development. This accout also includes school zone crossing light electricity.

10-60-278 – House Maintenance - Funds allocated for maintaining the homes purchased for the Right-of-Way at 3200 S and SR-165/Main Street, and 1200 W and 3200 S. The homes are currently being rented out.

10-60-310 Professional Services - Funds allocated for non-engineering or non-legal professional services.

10-60-311 Legal Expense - Funds allocated for legal services related to street projects.

10-60-400 Department Expenditures - Funds allocated for general costs related to the streets department.

10-60-450 Snow Removal - Funds allocated to purchase salt and equipment to remove snow and ice on roadways during winter.

10-60-514 Engineering Expense - Funds allocated for engineering costs for street-related projects.

10-60-515 Emergency Expense - Funds allocated for any unforeseen costs dues to an emergency.

10-60-611 Streetlights - Funds allocated for streetlights that are not installed by developers.

Sanitation

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Professional Services	10-62-310	$ -	$ -	$ -	$ -
Refuse Collection Services	10-62-320	$ 532,431	$ 320,548	$ 500,000	$ 540,000
Department Expenditures	10-62-400	$ 1,880	$ 195	$ 10,000	$ 10,000
Engineering Expense	10-62-514	$ -	$ -	$ -	$ -
Emergency Expense	10-62-515	$ -	$ 7,124	$ 2,000	$ 2,000
Total Sanitation Expenditures		**$ 534,311**	**$ 327,867**	**$ 512,000**	**$ 552,000**

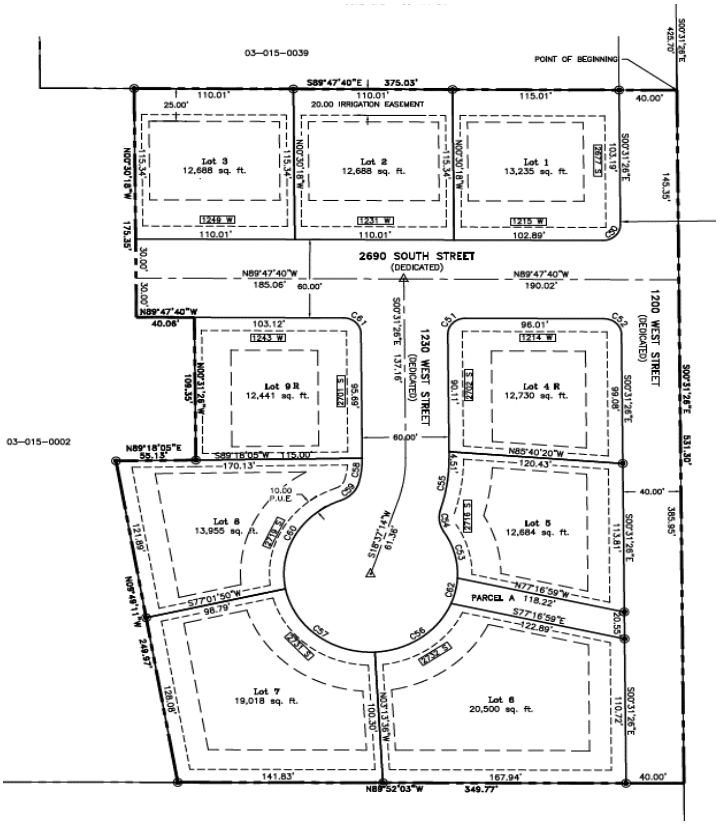
10-62-310 Professional Services - Funds allocated for non-engineering, legal or other professional services.

10-62-320 Refuse Collection Services - Funds allocated to pay Logan City for garbage, recycling and green waste pick up. Charges are passed through to Nibley residents. Rates are as follows: 90-gallon can $15.40, 60-gallon can $13.15, recycle container $3.00, and a green waste container $5.00.

10-62-400 Department Expenditures - Funds allocated to rent dumpsters for spring cleanup and to dispose of rubbish and recycling dumped at the recycle site.

10-62-514 Engineering Expense - Funds allocated for charges from City engineers relating to Sanitation projects.

10-62-515 Emergency Expense - Funds allocated for any unforeseen costs due to an emergency.



Planning & Building

Planning & Building

In the past year, the Planning Department completed a Community Wildfire Preparedness Plan and worked on updates to the Capital Projects Master Plan and Sewer Master Plan. These master plans will help the City plan for future growth in the face of increased demand on our infrastructure and services. The Planning Department Staff successfully received grants to update the Sewer Master Plan and develop a Transfer Development Rights Ordinance. The Planning Department has also reviewed several subdivision applications, commercial and industrial developments, fence permits, accessory building permits, and conditional use permits during the year. In the 2020-21 Fiscal year, the Planning and Building Department helped write and review 10 new ordinances that have passed, 2 that are still under review and 1 that did not pass.

Nibley has continued to add new real estate value. In 2020, the Planning & Building Staff issued a record-breaking number of permits. The City issued 164 total building permits in the 2020 calendar year, including 62 new home building permits. There are approximately 55 available building lots to the City. When the currently approved subdivisions are built, there will be 243 lots. There are currently 42 Homes under construction.

2021-22 Department Goals/Projects

- Complete Capital Projects Master Plan
- Complete Sewer Master Plan
- Review and update open space plan and goals
- Develop transfer of development rights ordinance incorporating open space plan recommendations
- Update stormwater master plan
- Develop town center commercial zone and standards
- Review requirements for lot lien adjustments and subdivision standards
- Review and update Nibley City design standards for commercial and institutional uses
- Review and update setback standards along transpiration corridors to accommodate transpiration plans
- Develop multi family housing ordinance
- Review and update public hearing requirements and public involvement practices, spending more resources toward public involvement during earlier stages of the planning process.
- Develop improved method to track building inspection reports
- Continue to monitor staffing needs for building inspections

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-68-110	$ 126,749	$ -	$ 145,000	$ 176,000
Employee Benefits	10-68-130	$ 66,481	$ -	$ 57,000	$ 76,000
Education, Travel & Training	10-68-230	$ 4,280	$ -	$ 10,000	$ 10,000
Office Supplies	10-68-240	$ 105	$ -	$ 1,000	$ 1,000
Memberships & Dues	10-68-300	$ 139	$ -	$ 2,000	$ 2,000
Professional Services	10-68-310	$ -	$ -	$ 500	$ 500
Legal Expenses	10-68-311	$ 11,891	$ -	$ 25,000	$ 25,000
Commercial Review	10-68-315	$ 480	$ -	$ 3,000	$ 3,000
Department Expenditures	10-68-400	$ 2,573	$ -	$ 2,000	$ 2,000
Engineering Expense	10-68-514	$ 38,067	$ -	$ 5,000	$ 5,000
Code Enforcement	10-68-550	$ -	$ -	$ 4,000	$ 4,000
County Planning Assessment	10-68-621	$ 8,284	$ -	$ 7,500	$ 7,500
Tree City	10-68-655	$ -	$ -	$ 1,000	$ 1,000
Total Planning & Building Expenses		**$ 259,049.00**	**$ -**	**$ 263,000**	**$ 313,000**

10-68-110 Salaries & Wages - Funds allocated for city planner and building inspector salaries, and part-time commercial building inspector and six planning commissioners. A 2% COLA is being proposed for employees.

10-68-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

10-68-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

10-68-240 Office Supplies - Funds allocated for the online building code book and yearly updates.

10-68-300 Memberships & Dues - Funds allocated for professional memberships and dues, which include: American Planners Association, Utah Chapter of APA, Cache Planners Group, State of Utah Residential Home Inspector, and Utah International Code Council.

10-68-310 Professional Services - Funds allocated for non-engineering or legal professional services.

10-68-311 Legal Expenses - Funds allocated for legal review fees, primarily from the City attorney. Most of these fees are passed on to developers.

10-68-315 Commercial Reviews - Funds allocated for review of all commercial building plans. This will be high next year due to Malouf expanding.

10-68-400 Department Expenditures - Funds allocated for expenses such as online records access and for publishing hearing notices. Costs for public hearing notices are passed on to project applicants.

10-68-514 Engineering - Funds allocated for outside engineer specialized development reviews. These fees are passed on to developers. This account decreased due to development reviews being brought in house to be handled y the City Engineer.

10-68-550 Code Enforcement - Funds allocated to enforce municipal code violations.

10-68-621 County Planning Assessment - Funds allocated for fees paid to Cache County for technical planning and trail assistance and to the Cache Metropolitan Planning Organization for regional transportation planning services.

10-68-655 Tree City - Funds allocated for expenses related to the Tree Board and/or fulfilling the requirements of the City's Tree City USA designation.

Parks

Parks

2020-2021 Accomplishments:

- Completed Anhder park sidewalk
- Completed Phase 2 & 3 of Firefly Park
- Purchased disinfectant sprayer equipment
- Installed sprinkler system on the east side of Discovery Park
- Installed restrooms at Clear Creek Park
- Replaced bleachers at Anhder Park

2021-22 Construction Goals:

- Continue construction at Firefly and Clear Creek Parks

Parks

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-70-110	$ 122,782	$ -	$ 156,000	$ 138,000
Seasonal Salaries & Wages	10-70-115	$ 59,529	$ -	$ 63,000	$ 50,000
Employee Benefits	10-70-130	$ 65,421	$ -	$ 64,000	$ 86,000
Education, Travel & Training	10-70-230	$ 3,329	$ -	$ 5,000	$ 5,000
Equipment and Maintenance	10-70-250	$ 55,948	$ -	$ 54,000	$ 54,000
Utilities	10-70-270	$ 5,780	$ -	$ 6,000	$ 6,000
Legal Expense	10-70-311	$ -	$ -	$ 1,000	$ 1,000
Department Expenditures	10-70-400	$ 73	$ -	$ 3,000	$ 3,000
Trees	10-70-420	$ 25,800	$ -	$ 7,000	$ 47,000
Morgan Farm	10-70-695	$ -	$ -	$ 3,000	$ 3,000
Capital Outlay Equipment	10-70-740	$ -	$ -	$ -	$ -
Total Parks Expenditures		**$ 338,662**	**$ -**	**$ 362,000**	**$ 393,000**

10-70-110 Salaries & Wages - Funds allocated for wages for the Park Superintendent and two full-time employees. A 2% COLA is being proposed for employees.

10-70-115 Seasonal Salaries & Wages - Funds allocated for wages of four seasonal employees.

10-70-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

10-70-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

10-70-250 Equipment and Maintenance - Funds allocated for non-vehicular equipment and facilities maintenance, which includes: mowers, blowers, trimmers, fertilizer, paint, sprinkler repair, hand tools, etc.

10-70-270 Utilities - Funds allocated for park facility utilities – electricity, sewer, and water.

10-70-311 Legal Expense - Funds allocated for legal services related to the parks department.

10-70-400 Department Expenditures - Funds allocated for general costs related to the parks department.

10-70-420 Trees - Funds allocated to cover Tree City USA re-certification requirements. Nibley is required to spend $2/person on trees and tree-related expenses, which would be approximately $14,000, based on the city's population of about 7,000. The City anticipates spending half of that cost ($7,000) on trees and the rest will be met with labor costs. **This fund also accounts for any new development tree cost that are reimbursed**

10-70-695 Morgan Farm - Funds allocated for minor repairs and needs at Morgan Farm.

10-70-740 Capital Outlay Equipment - No funds are being budgeted this year.

Recreation Department

Community Development and Recreation

From 2015 to the present, our community has benefited from the creation of the Recreation Department through expanded offerings and quality experiences that connect our citizens. Although the socio-economic benefits are challenging to measure, we believe that our recreation offerings keep law enforcement costs down, create a great place to live, and significantly improve the quality of life for our citizens

Nibley's Recreation Director, full-time coordinator, part-time seasonal staff, and interns continue to support, improve, and or expand existing events and programs, and despite a pandemic have offered innovative ways for our community to connect with healthy, productive, and meaningful options for recreation. Our Reinvented 2020 Heritage days was recognized by all Cache valley news agencies, and more importantly appreciated by our citizens, at a time when other communities offered no options. Surprisingly although in 2020 Youth sports experienced significant delays and was subject to sanitation protocols; participation numbers still grew significantly. Other holiday event offerings including Halloween and Christmas events were modified appropriately and experienced exceptional participation beyond what was anticipated.

Last year's budget included funding for a Full-Time coordinator position which has allowed for the department to leverage the Recreation Director's management and planning experience while also expanding revenue generating youth sports programs significantly. Exponential growth in soccer especially offsets the additional cost of a full-time employee and has allowed for an expansion in opportunities available for our community. This staffing model more closely matches recreation departments in cities of similar size with a similar level of service. However, as the community grows, programs expand, and additional programs are offered its critical that staffing keep pace with the growth of the community and recreation offerings.

With data from the recent USU Wellbeing Survey in Nibley, the Imagine Nibley Campaign of 2017, clear direction our Parks, Recreation and Trails Plan, continued council direction, post event/program numbers and participant feedback, the department has clear direction regarding recreation that makes a difference in the lives and health of our residents. In addition to established plans and valuable data collected, our Parks and Recreation Committee facilitates events and offers a continuous connection with the members of our community, to help us provide relevant and effective recreation experiences. This committee will also support future planning that will more effectively meet the needs of our community moving forward. Utilizing all these tools, this department will continue to incrementally adjust events and programs to match the interest of Nibley citizens, based on the available resources provided, to maximize the benefit for our residents who are our most valuable asset.

Considerations of the impact of meaningful experiences, sustainability, efficient use of resources, and cost/revenue numbers, will continue to be evaluated for both new and existing recreation offerings. Although the overall expenses for this department have increased when compared to the amount budgeted last year, note that recreation opportunities have expanded and, and revenue generated from programs has also increased. Anticipated revenue for this proposed budget is conservative and realistic and well worth the effort considering that isolation due to a pandemic has had a significant impact on our residents. As new programs are offered staff will continue to carefully create the best forecast of revenue and expenses. However, with cost evaluations, and participation data collected in recent years, along with historical revenue and expense numbers, the department has more effectively forecasted the recreation budget presented here.

Community Development and Recreation

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	10-75-110	$ 56,755	$ -	$ 98,000	$ 102,000
Seasonal Salaries & Wages	10-75-115	$ 19,168	$ -	$ 22,000	$ 22,000
Employee Benefits	10-75-130	$ 31,443	$ -	$ 64,500	$ 65,000
Education, Travel & Training	10-75-230	$ 5,049	$ -	$ 4,800	$ 6,000
Uniforms	10-75-247	$ -	$ -	$ 500	$ 500
Memberships & Dues	10-75-300	$ 717	$ -	$ 500	$ 750
Department Expenditures	10-75-400	$ 3,068	$ -	$ 3,600	$ 3,600
Sponsorships	10-75-415	$ 459	$ -	$ 1,000	$ 1,000
Library	10-75-480	$ 28,080	$ -	$ 30,000	$ 30,000
Rec Rental Equipment	10-75-500	$ -	$ -	$ 300	$ 300
Youth & Adult Programs	10-75-515	$ 31,548	$ -	$ 21,000	$ 35,000
Family Special Events	10-75-540	$ -	$ -	$ 400	$ 400
Hyrum Senior Center	10-75-650	$ 1,000	$ -	$ 1,000	$ 1,000
Wildlife	10-75-652	$ 300	$ -	$ 300	$ 300
Special Events	10-75-657	$ 4,390	$ -	$ 4,500	$ 4,500
Heritage Days	10-75-660	$ 5,598	$ -	$ 22,000	$ 22,000
Children's Theater	10-75-661	$ 1,082	$ -	$ 9,500	$ 9,500
Youth Council	10-75-662	$ 3,676	$ -	$ 5,500	$ 5,500
Nibley Royalty & Float	10-75-664	$ 2,095	$ -	$ 3,500	$ 3,500
Nibley Fitness	10-75-669	$ 283	$ -	$ 1,000	$ 1,000
Fitness Programs	10-75-670	$ 2,953	$ -	$ 2,100	$ 2,100
Parks & Rec Committee	10-75-671	$ 1,184	$ -	$ 2,000	$ 2,000
Total Community Dev. Expenditures		**$ 198,848**	**$ -**	**$ 298,000**	**$ 317,950**

10-75-110 Salaries & Wages - Funds allocated for Community Development and Recreation Salaries and a full-time employee. A 2% COLA is being proposed for employees.

10-75-115 Seasonal Salaries & Wages - Funds allocated for sports officials, group fitness instructors, seasonal concessions employees, referees, and recreation interns.

10-75-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

10-75-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

10-75-247 Uniforms - Funds allocated for uniforms for employees and volunteers.

10-75-300 Memberships & Dues - Funds allocated for professional memberships and dues, which include the Utah Recreation and Parks Association and the National Recreation and Parks Association.

10-75-400 Department Expenditures - Funds allocated for concessions, supplies, surveys, advertising, promotional materials, signage, banners, flyers, sponsorship programs, and other miscellaneous expenses.

10-75-415 Sponsorships - Funds allocated to purchase banners to display at ballfields for those who sponsor events and programs.

10-75-480 – Library - Funds allocated for fees that Hyrum City assesses to Nibley City for providing Nibley residents access to the Hyrum Library. A fee of $42 is assessed based on active library cards of Nibley residents. There are currently 702 Nibley residents who have library cards. The actual cost to Hyrum City for each card is approximately $114 per Hyrum resident.

10-75-500 Rec Rental Equipment - Funds allocated for purchasing, maintaining, and replacing recreation equipment that is checked out for residents use. Items include: disc golf sets, Spikeball, and Kubb.

10-75-515 Youth & Adult Programs - Funds allocated for baseball, softball, ultimate Frisbee, Super STARt T-ball and soccer, 5 and 6 year-old soccer, summer camps, clinics and tournaments, and adult soccer.

10-75-540 Family Special Events - Funds allocated for special events such as: a Daddy Daughter Dance, Mommy Son Adventure, etc.

10-75-650 Hyrum Senior Center - Funds allocated for an annual donation to the Hyrum Senior Center as an expression of gratitude for allowing Nibley residents to use the facilities and programs. There is no formal agreement allowing Nibley residents use of the center. Funds are used to purchase equipment for the center such as chairs, tables, etc.

10-75-652 Wildlife - Funds allocated for an annual contribution to the Blacksmith Fork Wildlife Association to help fund their efforts to support wildlife activity in the City.

10-75-657 Special Events - Funds allocated for special events such as Movies in the Park, Halloween BOOnanza, Christmas Nativity, etc.

10-75-660 Heritage Days - Funds allocated for the City's contribution to the annual Heritage Days Festival.

10-75-661 Children's Theatre - Funds allocated for expenditures related to the Heritage Days children's play. If awarded, the City anticipates receiving $4,250 in revenue, which includes; a $1,000 RAPZ grant, a $2,000 Rocky Mountain Power Grant, a $750 Utah Arts Council Grant, and $500 in revenue from T-shirt Sales. Due to cancellation of the 2020 & 2021 play, the Theatre is rolling over some of the grant funds to the next fiscal year.

10-75-662 Youth Council - Funds allocated for conference registrations, education, training, travel, shirts, concessions, and miscellaneous Youth Council expenses.

10-75-664 Nibley Royalty and Float - Funds allocated for Nibley Royalty activities, including the pageant and scholarships.

10-75-669 Nibley Fitness - Funds allocated for fitness class equipment, volunteer fitness instructors and recertification for fitness instructors.

10-75-670 Fitness Programs - Funds allocated for Easter Egg Fun Run, Heritage Days Fun Run, Scarecrow Fun Run and other fitness events and programs.

10-75-671 Parks & Rec Committee - Funds allocated for the volunteer advisory committee to coordinate volunteers and provide guidance on parks, recreation, art and culture in Nibley.

Class C Streets Fund

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
CVTD Sales Tax	11-30-135	$ 81,358.00	$ -	$ 120,000	$ 120,000
Interest Earnings	11-30-400	$ -	$ -	$ 1,000	$ 1,000
Class "C" Street Allotment	11-30-500	$ 243,934	$ -	$ 219,000	$ 219,000
Appropriation Of Fund Balance	11-30-611	$ -	$ -	$ -	$ 930,000
Total Revenues		**$ 325,292**	**$ -**	**$ 340,000**	**$ 1,270,000**

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Class "C" Street Projects	11-40-650	$ 120,025	$ -	$ 220,000	$ 1,150,000
CVTD Sales Tax	11-40-700	$ -	$ -	$ 120,000	$ 120,000
Total Capital Expenditures		**$ 120,025**	**$ -**	**$ 340,000**	**$ 1,270,000**
Surplus/(Deficit)		**$ 205,267**	**$ -**		
Beginning Cash Balance (Est.)					**$ 937,402**
Reserves (Fund Balance App.)					**$ 930,000**
Ending Cash Balance (Est.)					**$ 7,402**

Revenue Accounts:

11-30-135 CVTD Sales Tax – This account is used to transfer funds collected for Mass Transit Sales Taxes through to the Cache Valley Transit District. The sales tax rate in Nibley is 7% of which 0.30% goes to CVTD. This account has been moved from 10-31-160.

11-30-400 Interest earnings - Revenue generated from interest by the funds held in the bank.

11-30-500 Class "C" Streets allotment - Revenue generated from the state gas tax.

11-30-611 Appropriation of fund balance - Funds appropriated from the ongoing fund balance.

Expenditure Accounts:

11-40-650 Class "C" Streets Projects - Funds allowcated for the repavent of 3200 South in conjuction with Dominion Energy installing the new high pressure gas line.

11-40-700 CVTD Sales Tax – This account is used to transfer funds collected for Mass Transit Sales Taxes through to the Cache Valley Transit District. The sales tax rate in Nibley is 7% of which 0.30% goes to CVTD. This account has been moved from 10-50-920.

Municipal Building Authority

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Interest Subsidy	20-30-400	$ 9,909	$ -	$ 9,000	$ 9,000
Lease (Nibley GF Contribution)	20-30-500	$ 50,000	$ 34,000	$ 51,000	$ 51,000
Appropriation Of Fund Balance	20-30-611	$ -	$ -	$ -	$ -
Total Revenues		**$ 59,909**	**$ 34,000**	**$ 60,000**	**$ 60,000**

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Reserves	20-40-699	$ -	$ -	$ -	$ -
Debt Service	20-40-810	$ 60,000	$ 31,000	$ 31,000	$ 32,000
Debt Service - Interest	20-40-820	$ 28,942	$ 24,106	$ 29,000	$ 28,000
Total Capital Expenditures		**$ 88,942**	**$ 55,106**	**$ 60,000**	**$ 60,000**
Surplus/(Deficit)		**$ (29,033)**	**$ (21,106)**		
Beginning Cash Balance (est.)					**$ (20,621)**
Reserves (Fund Balance App.)					
Ending Cash Balance (est.)					**$ (20,621)**

Revenue Accounts:

20-30-400 Interest Subsidy - Revenue generated through a federal stimulus program as an interest subsidy.

20-30-500 Lease - Revenue received from the general funds as lease payment to the MBA. See account 10-50-511 for reference.

20-30-611 Appropriate Fund Balance - This account is used to appropriate funds from the fund balance to be used this fiscal year. The funds reflected here represent refunded interest subsidy funds to be used as an additional principal payment.

Expenditure Accounts:

20-40-810 Debt Service - Funds allocated for the bond payment on the loan. Extra funds are being proposed to be paid this year in order to accelerate payoff of the loan in the amount of $10,000.

20-40-820 Debt Service Interest - Funds allocated for interest on the bond payment.

NOTE: The Nibley City Municipal Building Authority is a separate legal entity but is integrated with the City budget for ease of administration

Municipal Building Authority Debt Service Schedule

Intertest Pmt Date	Principal	Interest	Payment Due	Outstanding Principal	Actual Balance Owing
10/1/2011	$ -	$ 29,916	$ 26,916	$ 850,000	
10/1/2012	$ 15,000	$ 34,000	$ 49,000	$ 835,000	
10/1/2013	$ 16,000	$ 33,400	$ 49,400	$ 819,000	
10/1/2014	$ 16,000	$ 32,760	$ 48,760	$ 803,000	
10/1/2015	$ 17,000	$ 32,120	$ 49,120	$ 786,000	
10/1/2016	$ 18,000	$ 31,440	$ 49,440	$ 768,000	
10/1/2017	$ 18,000	$ 30,720	$ 48,720	$ 750,000	
10/1/2018	$ 19,000	$ 30,000	$ 49,000	$ 731,000	
10/1/2019	$ 20,000	$ 29,240	$ 49,240	$ 711,000	
10/1/2020	$ 21,000	$ 28,440	$ 49,440	$ 690,000	
10/1/2021	$ 22,000	$ 27,600	$ 49,600	$ 668,000	$ 600,000
10/1/2022	$ 22,000	$ 26,720	$ 48,720	$ 646,000	
10/1/2023	$ 23,000	$ 25,840	$ 48,840	$ 623,000	
10/1/2024	$ 24,000	$ 24,920	$ 48,920	$ 599,000	
10/1/2025	$ 25,000	$ 23,960	$ 48,960	$ 574,000	
10/1/2026	$ 26,000	$ 22,960	$ 48,960	$ 548,000	
10/1/2027	$ 27,000	$ 21,920	$ 48,920	$ 521,000	
10/1/2028	$ 28,000	$ 20,840	$ 48,840	$ 493,000	
10/1/2029	$ 29,000	$ 19,720	$ 48,720	$ 464,000	
10/1/2030	$ 31,000	$ 18,560	$ 49,560	$ 433,000	
10/1/2031	$ 32,000	$ 17,320	$ 49,320	$ 401,000	
10/1/2032	$ 33,000	$ 16,040	$ 49,040	$ 368,000	
10/1/2033	$ 34,000	$ 14,720	$ 48,720	$ 334,000	
10/1/2034	$ 36,000	$ 13,360	$ 49,360	$ 298,000	
10/1/2035	$ 37,000	$ 11,920	$ 48,920	$ 261,000	
10/1/2036	$ 39,000	$ 10,440	$ 49,440	$ 222,000	
10/1/2037	$ 40,000	$ 8,880	$ 48,880	$ 182,000	
10/1/2038	$ 42,000	$ 7,280	$ 49,280	$ 140,000	
10/1/2039	$ 44,000	$ 5,600	$ 49,600	$ 96,000	
10/1/2040	$ 45,000	$ 3,840	$ 48,840	$ 51,000	
10/1/2041	$ 51,000	$ 2,040	$ 53,040	$ -	
	$ 750,000	$ 432,160	$ 1,182,160		

First Responders

The Nibley-Millville First Responders are a volunteer group of emergency medical technicians who respond to emergencies in Nibley and Millville. In January 2021 theNibley-Millville First Repsonders merged and became part of the Cache County EMS program. From July 1 2020 to Decemer 31st 2020 they responded to 103 calls last year and the members attended approximately 102 hours of Continuing Medical Education. The unit covered 4,384 hours of on-call medical coverage in 2019. Another 47 hours of classroom and hands-on training was provided by the First Responders to Scout Groups and Church organizations throughout the year.

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Cache County Grants	24-36-321	$ 5,791	$ -	$ -	$ -
State Grants	24-36-322	$ -	$ -		$ -
Nibley Contribution	24-36-601	$ 26,607	$ 17,738	$ 26,607	$ -
Millville Contribution	24-36-602	$ 8,393	$ -	$ 8,393	$ -
Miscellaneous	24-36-690	$ -	$ -	$ -	$ -
Appropriate Fund Balance	24-36-999	$ -	$ -	$ 123,616	$ -
Total Revenues		**$ 40,791**	**$ 17,738**	**$ 158,616**	**$ -**

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Stipend	24-40-110	$ 10,000	$ 10,000	$ 10,000	$ -
Employee Benefits	24-40-130	$ 37	$ 259	$ 500	$ -
Education, Travel & Training	24-40-230	$ 4,648	$ 561	$ 7,000	$ -
Uniforms	24-40-247	$ 1,033	$ 452	$ 2,000	$ -
Equipment/Maintenance	24-40-250	$ 2,927	$ 1,774	$ 11,500	$ -
Vehicle Repair	24-40-252	$ 87	$ -	$ 2,000	$ -
Vehicle Fuel	24-40-253	$ 938	$ 535	$ 1,000	$ -
Insurance	24-40-510	$ -	$ -	$ 1,000	$ -
Capital Outlay - Equipment	24-40-740	$ -	$ 5,845	$ 7,000	$ -
Transfer to General Fund	24-40-742	$ -	$ 58,665	$ 90,000	$ -
Refund to Millville	24-40-802	$ -	$ -	$ 30,000	$ -
Total Expenditures		**$ 19,670**	**$ 78,091**	**$ 162,000**	**$ -**
Surplus/Deficit		**$ 21,121**	**$ (60,353)**		
Beginning Cash Balance (Est.)				**$**	**76,029**
Reserves (Fund Balance App.)				**$**	**-**
Ending Cash Balance (Est.)				**$**	**76,029**

First Responder Revenue Accounts:

24-36-321 Cache County Grants - No funds are budgeted in this account this year..

24-36-322 State Grants - No funds are budgeted in this account this year.

24-36-601 Nibley Contribution/24-36-602 Millville Contribution - No funds are budgeted in this account this

First Responders Expenditure Accounts:

24-40-110 Stipend - No funds are budgeted in this account this year.

24-40-130 Employee Benefits - No funds are budgeted in this account this year.

24-40-230 Education, Training, & Travel - No funds are budgeted in this account this year.

24-40-247 Uniforms - No funds are budgeted in this account this year.

24-40-250 Equipment and Maintenance - No funds are budgeted in this account this year.

24-40-251 Vehicle Repair - No funds are budgeted in this account this year.

24-40-253 Vehicle Fuel - No funds are budgeted in this account this year.

24-40-510 Insurance - No funds are budgeted in this account this year.

24-40-740 Capital Outlay - Equipment - No funds are budgeted in this account this year.

24-40-742 First Responder's Transfer to General Fund - No funds are budgeted in this account this year.

24-40-740 Refund to Millville City - No funds are budgeted in this account this year.

Capital Projects

Capital Project Revenue

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Park Reimb. From County	45-38-612	$ -	$ -	$ -	$ 442,000
Transfer From Water Fund - PW Paving	45-38-613	$ 31,250	$ -	$ -	$ -
Sale Of Fixed Assets	45-38-690	$ 800	$ -	$ -	$ -
Transfer From General Fund	45-38-700	$ -	$ -	$ 500,000	$ 500,000
Sale Of Surplus Land	45-38-710	$ -	$ -	$ 100,000	$ 100,000
Grant - RAPZ	45-38-720	$ -	$ -	$ -	$ -
Grant - RAPZ Population Allocation	45-38-721	$ 13,640	$ -	$ 10,000	$ 10,000
Grants	45-38-722	$ -	$ -	$ 90,000	$ 23,000
Grant - CCOG	45-38-725	$ -	$ -	$ 3,150,000	$ 3,150,000
Miscellaneous	45-38-800	$ -	$ -	$ -	$ -
Appropriated Fund Balance	45-38-910	$ -	$ -	$ 40,000	
Total Revenues		**$ 45,690**	**$ -**	**$ 3,890,000**	**$ 4,225,000**

Capital Project Revenue Accounts

45-38-612 Park Reimbursement From County - This account reflects funds expected to be received from Cache County as reimbursement for the purchase of Firefly Park

45-38-613 Reimbursement From Water Fund – PW Paving - No funds are being budgeted in this account this year.

45-38-690 Sale of Fixed Assets - No funds are being budgeted in this account this year.

45-38-700 Transfer from General Fund - Revenue transferred from the General Fund as surplus and placed into the Capital Projects Fund for use on various projects.

45-38-710 Sale of Surplus Land - Revenue generated from the sale of surplus park property. Proposed for sale this year are the two lots on 800 West just south of Nibley Park Avenue.

45-38-720 Grant – RAPZ - No funds are being budgeted in this account this year.

45-38-721 Grant – RAPZ Population Allocation - Funds distributed to each city in the Cache County each year from the Recreation Arts Parks and Zoo sales tax. Funds are distributed based on population.

45-38-722 Grants - Funds allocated for the technical plannign assiatant UDOT grant.

45-38-725 Grant – CCOG - See 45-40-731 Major Street Projects for more info. In 2017, Nibley applied for and was awarded $1.9 million from the Cache County Council of Governments to realign 1200 West at 3200 South. In 2019, Nibley applied for and was awarded ans additional 1.25 million. This portion will pay for the stretch of 1200 W from 3200 S to 3000 S.

45-38-910 Appropriate Fund Balance - Revenue allocated from funds that would be appropriated out of the existing CPF fund balance to be used in the current budget year.

Capital Project Expenditures

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Major Street Projects	45-40-731	$ 120,344	$ -	$ 3,250,000	$ 2,800,000
Street Maintenance/Construction	45-40-734	$ -	$ -	$ -	$ -
Public Works/City Hall Building Projects	45-40-735	$ 984	$ -	$ 10,000	$ 10,000
Facilities Parking Lot Preservation	45-40-736	$ -	$ -	$ -	$ -
Master Plans	45-40-737	$ 9,930	$ -	$ 10,000	$ -
Morgan Farm	45-40-738	$ 15,315	$ -	$ -	$ -
Capital Equipment	45-40-742	$ 67,702	$ -	$ 380,000	$ 31,000
Sidewalk Projects	45-40-743	$ -	$ -	$ -	$ -
River Repair	45-40-745	$ -	$ -	$ 5,000	$ 5,000
Active Transportation	45-40-746	$ 86,723	$ -	$ 200,000	$ 200,000
ROW Acquisitions	45-40-747	$ -	$ -	$ 10,000	$ 10,000
Capital Projects Miscellaneous	45-40-748	$ 3,263	$ -	$ -	$ 2,000
Cottonwoods Infrastructure	45-40-749	$ -	$ -	$ 20,000	$ 20,000
Public Art	45-40-750	$ -	$ -	$ 5,000	$ 5,000
Property Acquisitions	45-40-760	$ -	$ -	$ -	$ -
Reserves		$ -	$ -	$ -	
Total Capital Expenditures		**$ 304,261**	**$ -**	**$ 3,890,000**	**$ 3,083,000**
Surplus/(Deficit)		**$ (258,571.00)**	**$ -**		
Beginning Cash Balance (est.)					**$ 246,885**
Reserves (Fund Balance App.)					**$ (40,000)**
Ending Cash Balance (est.)					**$ 206,885**

45-40-731 Major Street Projects - Due to the pending connection of Logan's 1000 West to Nibley's 1200 West, Nibley is working on a project to realign the 1200 West 3200 South intersection. With the potential development of two projects near 1200 W/1000W and 2200 S, it is probable that 1200 West will soon be fully connected from Hyrum to 1000 W in Logan. This near-future connection has the potential to bring significant traffic to 1200 W through Nibley. Unfortunately, 1200 W is currently not complete along this route, with several sections only paved at half-width and the intersection at 3200 S being offset and in need of realignment. A construction project is underway to correct these deficiencies in order to address them before the street is completely connected.

In 2017, Nibley City applied for COG funds to pay for the construction of a realigned intersection at 1200 West and 3200 South. Nibley was successful and l in securing $3,150,000 for the project. The total project cost is $3,555,500, betterment for the project is $175,000, making Nibley's match for the project $230,500.

45-40-734 Street Maintenance/Construction - See 11-40-650

45-40-735 Public Works/City Hall Building Projects - Funds allocoated for landscape rework of City Hall.

45-40-736 Facilities Parking Lot Preservation - Funds allocated to fund maintenance of City parking lots, in order to increase lot longevity. No projects are planned this year.

45-40-737 Master Plans - Funds are budgeted in this account this year for a capital projects master plan.

45-40-742 Capital Equipment – Funds allocated for the lease on an administration vehicle $3,000, recreation vehicle $3,000, two public works vehicle $3,000, parks vehicle $3,000, one backhoe and one mini-excavator of $8,000 each for the streets and parks departments.

45-40-743 Sidewalk Projects - This account has been combined with Active Transportation 45-40-746.

45-40-745 River Repair - Funds allocated in order to maintain the improvements made in the Blacksmith Fork River restoration project and to repair damage that occurs during heavy river flows.

45-40-746 Active Transportation - Funds allocated to purchase Right-of-Way for and construct future trails and sidewalk projects. Money in this account will remain in a dedicated fund. Funds will be used for construction of trails as shown in the Trail Master Plan, and to connect missing links in the City's sidewalk network. This account is anticipated to fund a different portion of missing links in the network each year. The sidewalk and trail segments being considered this year for completion are the Apple Creek Trail and the trail/bike lane along 2600 S between SR 165 and Nibley Elementary, and the rail around city hall.

45-40-747 ROW Acquisition - Funds allocated to purchase Right-of-Way for future street projects.

45-40-748 Capital Projects Miscellaneous - Funds allocated for Nibley City's match from the technical plannign assiatant UDOT grant.

45-40-749 Cottonwoods Infrastructure - The Cottonwoods Development paid the City $10,000.00 to install a future water line along an easement located on the northeast side of the subdivision. The Cottonwoods Development also paid the City $9,737.00 in compliance with the Planning Commission Resolution 17-P3 for future Improvements along Hollow Road adjacent to the Cottonwoods Subdivision. These terms were placed in the Development Agreement for the Cottonwoods, and that Development Agreement was approved by the City Council on January 17, 2017.

45-40-750 Public Art - Funds allocated for public art to be placed throughout the city.

45-40-760 Property Acquisition - No funds are budgeted in this account this year.

Water Department

2020-2021 Department Accomplishments

- Replace all 3200 South water service lines
- Replaced 700 West water service lines
- Reduced unaccounted for water by 10%
- Reduced errors in software by conducting more efficient field repairs
- Chlorine analizers added to SCADA system
- Cooling system added to 640 West VFD cabinet to lengthen useful life of VFD
- Improvements made to GIS mapping of water system

2021-22 Department Goals

- Abandon 8 inch line in 3200 South
- Work with developers to upsize critical lines

PROJECT PRIORITIZATION **Projects listed with an account number are budgeted for this year, from the Water Department budget. Project explanations may be found in the budget notes for the listed account.**

• 55-40-755	Develop a plan for addressing Yeates Spring
• Future Project	2 or 3 Million Gallon storage tank – approximately 2023
• Future Project	Construct 1200 West well – approximately 2026

Water Revenue

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Miscellaneous					
Interest Earned	51-36-610	$ -	$ -	$ 7,000	$ 7,000
Reimbursement for Damage	51-36-686	$ -	$ -	$ -	$ -
Sale Of Fixed Assets	51-36-690	$ -	$ -	$ -	$ -
Water Share Rents	51-36-692	$ 16	$ -	$ 500	$ 500
Miscellaneous Water Revenue	51-36-800	$ 30,563	$ 125	-	$ -
Total Miscellaneous Revenues		**$ 30,579**	**$ 125**	**$ 7,500**	**$ 7,500**
Utility Revenue					
Appropriate Fund Balance	51-37-601	$ -	$ -	$ 117,500	$ 135,500
Water Service Fees	51-37-710	$ 773,923	$ 590,932	$ 710,000	$ 710,000
Connection Fees	51-37-750	$ 23,100	$ 35,700	$ 35,000	$ 35,000
Penalties	51-37-780	$ 38,141	$ 20,842	$ 30,000	$ 30,000
Total Utility Revenue		**$ 835,164**	**$ 647,474**	**$ 892,500**	**$ 910,500**
Total Utility Fund Revenues		**$ 865,743**	**$ 647,599**	**$ 900,000**	**$ 918,000**
Surplus/Deficit		**$ (23,597)**	**$ 647,599**		
Beginning Cash Balance (est.)					**$ 540,027**
Appropriation (Fund Balance App.)					**$ (135,500)**
Ending Cash Balance (est.)					**$ 404,527**

51-36-690 Sale of Fixed Assets - No funds are anticipated this year.

51-36-692 Water Share Rents - Revenue generated for water shares the city is not using but is instead renting out to residents.

51-36-800 Miscellaneous Water Revenue - No funds are anticipated this year.

51-37-601 Appropriate Fund Balance - This account is used to allocate funds from the existing fund balance.

51-37-610 Interest earned - Revenue generated from interest earned on all fund balances of money held in interest bearing accounts. This is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of the total fund balance.

51-37-710 Water Service Fees - These funds are fees paid by utility users for water use. The projected amount is based on projected sales and on past year collections. Nibley City's water fee schedule will be updated this year in order to comply with S.B. 28, which requires the establishment of an increasing rate structure for culinary water. Based on how that fee schedule is structured, the revenue in this account could change. The City Council would need to adopt the new schedule when it is proposed.

51-37-750 Connection Fee - Revenue generated from a $700 connection fee to install a water meter. Budgeting $35,000 based on 50 new houses.

51-37-780 Penalties - Revenue generated for late bill payment fees.

Water Expenditures

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	51-40-110	$ 85,435	$ -	$ 90,000	$ 90,000
Employee Benefits	51-40-130	$ 48,728	$ -	$ 50,000	$ 50,000
Education, Travel, & Training	51-40-230	$ 2,216	$ -	$ 6,000	$ 6,000
Water Meters	51-40-249	$ 35,721	$ -	$ 35,000	$ 55,000
Equipment and Maintenance	51-40-250	$ 43,163	$ -	$ 65,000	$ 75,000
Utilities	51-40-270	$ 91,621	$ -	$ 105,000	$ 105,000
Memberships & Dues	51-40-300	$ 564	$ -	$ 3,000	$ 3,000
Professional Services	51-40-310	$ -	$ -	$ 5,000	$ 5,000
Legal Expense	51-40-311	$ 6,028	$ -	$ 5,000	$ 5,000
Water Share Assessments	51-40-335	$ 10,475	$ -	$ 12,000	$ 20,000
Department Expenditures	51-40-400	$ 693	$ -	$ 3,000	$ 3,000
Water Testing	51-40-442	$ 4,967	$ -	$ 6,500	$ 6,500
Water Shares	51-40-443	$ -	$ -	$ 110,000	$ 20,000
Engineering Expense	51-40-514	$ 6,676	$ -	$ 5,000	$ 5,000
Emergency Expense	51-40-515	$ 85	$ -	$ 5,000	$ 5,000
Capital Outlay Improvements	51-40-730	$ 220,060	$ -	$ 25,000	$ 125,000
Capital Outlay Equipment	51-40-740	$ 43,944	$ -	$ 4,500	$ 4,500
Well Construction	51-40-746	$ -	$ -	$ -	$ -
Debt Service	51-40-810	$ 59,000	$ -	$ 80,000	$ -
Debt Service Interest	51-40-820	$ 3,964	$ -	$ 4,000	$ -
Administrative Charge	51-40-910	$ 226,000	$ -	$ 281,000	$ 335,000
Reserves	51-40-999	$ -	$ -	$ -	$ -
Total Water Fund Expenses		**$ 889,340**	**$ -**	**$ 900,000**	**$ 918,000**

Water Expenditures

51-40-110 Salaries & Wages - Funds allocated for 50% of three full-time employees: water/sewer superintendent, 2 water/sewer employees. The other half of their wages are paid through the sewer department. A 2% COLA is being proposed for employees.

51-40-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

51-40-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

51-40-249 Water Meters - Funds allocated for purchasing new meters.

51-40-250 Maintenance and Equipment - Funds allocated for repairing and maintaining the water system. An additional $10,000 is being budgeted for leak detection and repairs.

51-40-270 Utilities - Funds allocated for electric utility charges for well pumps.

51-40-300 Memberships & Dues - Funds allocated for professional memberships and dues: American Public Works Association and Rural Water Association (50% Water/50% Sewer).

51-40-310 Professional Services - Funds allocated for professional services other than legal or engineering.

51-40-311 Legal Expense - Funds allocated for services performed by the City Attorney relating to water department.

51-40-335 Water Share Assessments - Funds allocated to pay for the City's water shares: Millville Irrigation Co., Nibley Blacksmith Fork Irrigation Co., College Irrigation Co, Clear Creek Irrigation Co, and Providence/Logan Irrigation Co. **Paying asse on Nibley , Blacksmith fees going up**

51-40-400 Department Expenditures - Funds allocated for general costs related to the water department.

51-40-442 Water Testing - Funds allocated for monthly state-required safety testing of culinary water.

51-40-443 Water Shares - This account is used to allocate funds to purchase new water shares that might become available.

51-40-514 Engineering - Funds allocated for engineering costs for water-related projects.

51-40-515 Emergency Expense - Funds allocated this year for any unforeseen costs dues to an emergency.

51-40-730 Capital Outlay Improvements - This account includes $50,000 for water line upsizes necessitated by new developments. An additional $75,000 is being budget for the design, permitting, site acquisition of a new well located on 1200 West. There is an additional $75,000 being budgeted in GL 56-70-740.

51-40-740 Capital Outlay Equipment - No funds are budget in this account this year.

51-40-746 Well Construction - No funds are budget in this account this year.

51-40-810 Debt Service Principal - Extra funds are being budgeted this year to completely pay off the debt from construction of the 640 well.

51-40-820 Debt Service Interest - Funds allocated based on interest on debt service on water bond.

51-40-910 Admin Charge to General Fund - Funds transferred to the General Fund based upon Water Department expenses that are incurred through the General Fund.

51-40-999 Reserves - Surplus funds added to the fund balance. Those funds are saved to pay for future capital projects, as shown in the master plan.

Sewer Department

Because of its relatively young age, the Nibley City sewer system has low maintenance costs. The majority of the Sewer department's maintenance budget is spent on cleaning and video inspections of the system in order to maintain its efficient operations.

Sewer Department Accomplishments 2020-2021:

- Inspected all manholes. Identified and repaired leaks
- Repair 3rd rail at Hansen Lift Station
- Installed generator at Scott Farm Lift Station
- Cleaned 7 miles of sewer line
- Repaired two major ground water leaks in system

Sewer Department goals for FY 21-22:

- Repair valving at Hansen Lift Station
- Repair/replace one pump at Hansen Lift Station

PROJECT PRIORITIZATION **Projects listed with a GL number are budgeted for this year. Those without a GL number are future projects. Project explanations may be found in the budget notes for the listed GL account.**

Sewer Revenue

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Millville Maintenance	52-38-550	$ 997	$ -	$ 10,000	$ 10,000
Millville Sewer Service Fees	52-38-551	$ 3,689	$ 1,363	$ 5,000	$ 5,000
Appropriate Fund Balance	52-38-601	$ -	$ -	$ -	$ 297,500
Interest Earned	52-38-610	$ -	$ -	$ 1,000	$ 1,000
Sale Of Fixed Assets	52-38-690	$ -	$ -	$ -	$ 250,000
Sewer Service Fees	52-38-710	$ 1,243,679	$ 749,358	$ 1,120,000	$ 1,120,000
Miscellaneous Sewer Revenue	52-38-800	$ 570	$ -	$ -	$ -
Total Revenues		**$ 1,248,935**	**$ 750,722**	**$ 1,136,000**	**$ 1,683,500**

Surplus/Deficit

Beginning Cash Balance (est.)	**$ 1,622,474**
Appropriation (Fund Balance App.)	**$ (282,500)**
Ending Cash Balance (est.)	**$ 1,339,974**

52-38-550 Millville Maintenance - Revenue generated from charges Nibley levies upon Millville for maintenance of the sewer system for wastewater from Ridgeline High School.

52-38-551 Millville Sewer Service Fees - Revenue generated from charges Nibley levies upon Millville for use of the sewer system for wastewater from Ridgeline High School.

52-38-601 Appropriate Fund Balance - This account is used to appropriate funds from the sewer fund balance to be used in the current year.

52-38-610 Interest Earned - Revenue generated from interest earned on all fund balances of money held in interest bearing accounts. This is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of the total fund balance.

52-38-690 Sale of Fixed Assets - Revenue generated from the sale of surplus equipment, we are anticipating $250,000 for the sale of the vacuum truck.

52-38-710 Sewer Service Fees - Revenue generated from sewer service fees; based on the new fee of $53 per month adopted by the council in 2018.

Sewer Department Debt Service

Date	Principal Payment	Principal	Actual Balance Owing
5/1/2005	$ 190,000	$ 7,739,000	
5/1/2006	$ 200,000	$ 7,549,000	
5/1/2007	$ 200,000	$ 7,349,000	
5/1/2008	$ 200,000	$ 7,149,000	
5/1/2009	$ 205,000	$ 6,949,000	
5/1/2010	$ 205,000	$ 6,744,000	
5/1/2011	$ 205,000	$ 6,539,000	
5/1/2012	$ 205,000	$ 6,334,000	
5/1/2013	$ 205,000	$ 6,129,000	
5/1/2014	$ 205,000	$ 5,924,000	
5/1/2015	$ 245,000	$ 5,719,000	
5/1/2016	$ 245,000	$ 5,474,000	
5/1/2017	$ 250,000	$ 5,299,000	
5/1/2018	$ 250,000	$ 4,979,000	
5/1/2019	$ 260,000	$ 4,479,000	
5/1/2020	$ 260,000	$ 4,219,000	
5/1/2021	$ 260,000	$ 3,959,000	
5/1/2022	$ 260,000	$ 3,699,000	$ 3,377,000
5/1/2023	$ 260,000	$ 3,439,000	
5/1/2024	$ 270,000	$ 3,169,000	
5/1/2025	$ 270,000	$ 2,899,000	
5/1/2026	$ 270,000	$ 2,629,000	
5/1/2027	$ 270,000	$ 2,359,000	
5/1/2028	$ 270,000	$ 2,089,000	
5/1/2029	$ 290,000	$ 1,799,000	
5/1/2030	$ 290,000	$ 1,509,000	
5/1/2031	$ 290,000	$ 1,219,000	
5/1/2032	$ 324,000	$ 895,000	
5/1/2033	$ 440,000	$ 455,000	
5/1/2034	$ 455,000	$ -	

* This is an interest-free loan.

Sewer Expenditures

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	52-72-110	$ 90,670	$ 43,624	$ 90,000	$ 90,000
Employee Benefits	52-72-130	$ 48,898	$ 21,808	$ 50,000	$ 50,000
Education, Travel, & Training	52-72-230	$ 1,967	$ 603	$ 4,000	$ 4,000
Equipment and Maintenance	52-72-250	$ 24,683	$ 11,616	$ 23,000	$ 23,000
Shared Millville Maintenance	52-72-251	$ 4,363	$ -	$ 8,000	$ 8,000
Utilities	52-72-270	$ 9,010	$ 5,780	$ 11,000	$ 11,000
Wastewater Treatment Logan	52-72-275	$ 406,187	$ 272,206	$ 415,000	$ 415,000
Memberships & Dues	52-72-300	$ 564	$ -	$ 2,000	$ 2,000
Legal Expense	52-72-311	$ 690	$ -	$ 10,000	$ 10,000
Department Expenditures	52-72-400	$ 283	$ 143	$ 3,000	$ 3,000
Engineering Expense	52-72-514	$ 15,966	$ 125	$ 25,000	$ 25,000
Emergency Expense	52-72-515	$ -	$ -	$ 10,000	$ 10,000
Sewer Reserve Fund	52-72-636	$ -	$ -	$ 30,000	$ 30,000
Capital Outlay Improvements	52-72-730	$ 6,980	$ -	$ 25,000	$ 65,000
Capital Outlay Equipment	52-72-740	$ -	$ -	$ 8,000	$ 472,500
Debt Service	52-72-810	$ -	$ -	$ 130,000	$ 130,000
Administrative Charge	52-72-910	$ 256,000	$ 187,333	$ 281,000	$ 335,000
Reserves	52-72-999	$ -	$ -	$ 11,000	$ -
Total Sewer Fund Expenses		**$ 866,261**	**$ 543,238**	**$ 1,136,000**	**$ 1,683,500**

SEWER EXPENDITURES

52-72-110 Salaries & Wages - Funds allocated for 50% of three full-time employees; sewer/water superintendent, two sewer/water employees. The other half of their wages are paid through the water department. A 2% COLA is being proposed for employees.

52-72-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

52-72-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

52-72-250 Maintenance and Equipment - Funds allocated for repairs on the sewer system.

52-72-251 Shared Millville Maintenance - Funds allocated for cleaning sewer lines that are shared with Millville City.

52-72-270 Utilities - Funds allocated for electricity costs for sewer lift stations pumps.

52-72-275 Wastewater Treatment - Funds paid to Logan City for treatment of the wastewater. Logan City increased the sewer treatment fee beginning in July of 2017, which resulted in additional expenditures for sewer fees.

52-72-300 Memberships & Dues - Funds allocated for 50% of professional memberships in American Public Works Association and Rural Water Association, the other 50% is taken from the sewer dept.

52-72-311 Legal Expense - Funds allocated for services performed by the City Attorney relating to sewer department.

52-72-400 Department Expenditures - Funds allocated covering a variety of general department expenditures which include the sewer lift station.

52-72-514 Engineering Expense - Funds allocated for fees charged by an outside engineers relating to the sewer department. Funds also allocated to update the Sewer Master Plan.

52-72-515 Emergency Expense - Funds allocated for any unforeseen costs due to an emergency.

52-72-636 Sewer Reserve Fund - These funds are transferred to a separate account to be held for future capital project needs.

52-72-730 Capital Outlay Improvements - Funds allocated for potential upsize of sewer line in new developments and replacement of a pump at Hansen Lift Station.

52-72-740 Capital Outlay Equipment - Funds allocated for the lease of a sewer department vehicle $4,500, the lease of a backhoe for $8,000 and the trade in of a new vacuum truck for $460,000.

52-72-810 Debt Service - This is the portion of the payment on the sewer bond that is paid out of the sewer utility fund. Additional payments are made from the sewer impact fee fund. See 57-40-810 for reference. This is an interest-free loan.

52-72-910 Admin Charge to General Fund - Funds transferred to the General Fund based upon Sewer Department expenses that are incurred through the General Fund.

52-72-999 Reserves - Surplus funds added to the fund balance. Those funds are saved to pay for future capital projects, as shown in the master plan.

Future Sewer Fee Increases

March 1, 2018	$	50.00
March 1, 2019	$	51.00
March 1, 2020	$	52.00
March 1, 2021	$	53.00
March 1, 2022	$	54.00
March 1, 2023	$	55.00

* Adopted by Nibley City Council on February 1, 2018

Stormwater Department

Stormwater Department Accomplishments 2020-2021:

- Performed monthly site inspections
- Replaced bypass line in 1460 W 3310 S
- Swept all Nibley City streets Spring, Summer, and Fall
- Reviewed and approved all Stormwater Pollution Prevention Plans for all construction activities
- Cleaned Nibley Gardens bypass line
- Put box and bypass line in Sunrise north pond
- Maintain Storm Water system
- Clean and maintain storm drain 450 W 2850 S

Storm Water Department Goals 2021-2022:

- Clean Stormwater system
- Perform monthly site inspections
- Review and approve all Stormwater Pollution Prevention Plans for construction activities
- Sweep streets Summer, Fall, and Spring
- Maintain Stormwater system
- Maintain compliance with state and federal regulations
- Clean all bypass lines in Sunrise ponds
- Maintain all problem areas in system

Stormwater Revenue

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Stormwater Inspection Fee	53-37-411	$ 4,900	$ 6,450	$ 7,500	$ 7,500
Appropriate Fund Balance	53-37-601	$ -	$ -	$ 90,000	$ 172,000
Interest Earned	53-37-610	$ -	$ -	$ 2,500	$ 2,500
Sale of Fixed Assets	53-37-695	$ -	$ -	$ -	$ -
Stormwater Service Fee	53-37-710	$ 212,807	$ 131,890	$ 210,000	$ 210,000
Total Revenues		**$ 217,707**	**$ 138,340**	**$ 310,000**	**$ 392,000**
Surplus/(Deficit)		**$ 53,625**	**$ 29,384**		
Beginning Cash Balance (Est.)					**$ 367,000**
Appropriation (Fund Balance App.)					**$ (172,000)**
Ending Cash Balance (Est.)					**$ 195,000**

53-37-411 Stormwater Inspection Fee - Revenue generated from a fee paid by builders for monthly inspection of their construction site.

53-37-601 Appropriate Fund Balance - Revenue budgeted from funds that can be appropriated from the ongoing fund balance to be expended in the current budget year.

53-37-610 Interest Earned - Revenue generated from interest earned on all fund balances of money held in interest bearing accounts. This is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of the total fund balance.

53-37-690 Sale of Fixed Assets - No funds have been budgeted this year.

53-37-710 Stormwater Service Fees - Revenue generated from the monthly stormwater fee, this fee increases $0.25 per resident each year based on the Capital Facilities Finance Plan completed by Zions Bank. It is proposed to be increased this year to $8.00 per month per residence. The commercial rate is based on a formula.

The Zions Bank Rate Study that was adopted by the Council in 2013, proposed the following rates:

- FY 2013-2014: $6.00
- FY 2014-2015: $6.25
- FY 2015-2016: $6.50
- FY 2016-2017: $6.75
- FY 2017-2018: $7.00
- FY 2018-2019: $7.25
- FY 2019-2020: $7.50
- FY 2020-2021: $7.75
- FY 2021-2022: $8.00

Stormwater Expenses

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Salaries & Wages	53-40-110	$ 55,295	$ 33,006	$ 60,000	$ 60,000
Seasonal Salaries & Wages	53-40-115	$ -	$ -	$ 6,500	$ 37,000
Employee Benefits	53-40-130	$ 29,497	$ 17,771	$ 30,000	$ 28,000
Education, Travel, & Training	53-40-230	$ 1,400	$ 235	$ 1,000	$ 1,500
Equipment and Maintenance	53-40-250	$ 17,996	$ 3,273	$ 14,000	$ 14,000
Canal Maintenance	53-40-260	$ 3,000	$ -	$ 3,500	$ 3,500
Cleaning	53-40-270	$ -	$ -	$ -	$ -
Memberships & Dues	53-40-300	$ -	$ -	$ 500	$ 500
Legal Expense	53-40-311	$ -	$ -	$ 500	$ 500
Department Expenditures	53-40-400	$ 22	$ -	$ 3,000	$ 3,000
Engineering Expense	53-40-514	$ 4,047	$ 671	$ 5,000	$ 30,000
Emergency Expense	53-40-515	$ 1,825	$ -	$ 5,000	$ 5,000
Capital Outlay Improvements	53-40-730	$ -	$ -	$ -	$ 125,000
Capital Outlay Equipment	53-40-740	$ -	$ -	$ 100,000	$ 3,000
Administrative Charge	53-40-910	$ 51,000	$ 54,000	$ 81,000	$ 81,000
Reserves	53-40-999	$ -	$ -	$ -	$ -
Total Stormwater Fund Expenses		**$ 164,082**	**$ 108,956**	**$ 310,000**	**$ 392,000**

52-72-110 Salaries & Wages - Funds allocated for 50% of two full-time employees; streets/stormwater superintendent, one streets/stormwater employees. The other half of their wages are paid through the street department. A 2% COLA is being proposed for employees.

53-40-115 Seasonal Salaries & Wages - Funds allocated for two seasonal employees. One of these employees will be dedicated to maintenace of the stormwater ponds. Funds allocated for 50% of one seasonal employee. The other half of the salary for this seasonal employee is paid out of the Stormwater account 10-60-115.

53-40-130 Employee Benefits - Funds allocated are based on premium/contribution changes and increases related to salary changes. Funds include costs for Medicare, Social Security, the Utah Retirement System, and telephone/data allowances.

53-40-230 Education, Training, & Travel - Funds are for training conferences and continuing education, including hotel costs, mileage, and per diem, as well as for licenses and certification fees.

53-40-250 Maintenance and Equipment - Funds allocated for repair and maintenance of storm water facilities.

53-40-260 Canal Maintenance - Funds allocated at $3,500 as Nibley City's contribution to the Nibley Blacksmith Fork Canal Company for shared maintenance of stormwater facilities.

53-40-270 Cleaning - This account is not funded because the city has purchased a vac truck and does the cleaning in-house.

53-40-300 Membership Dues - Funds allocated for professional membership in American Public Works Association.

53-40-311 Legal Expense - Funds allocated for services performed by the City Attorney relating to sewer department.

53-40-514 Engineering - Funds allocated for charges by city engineers for services related to stormwater facilities and completion of a Stormwater Master Plan update.

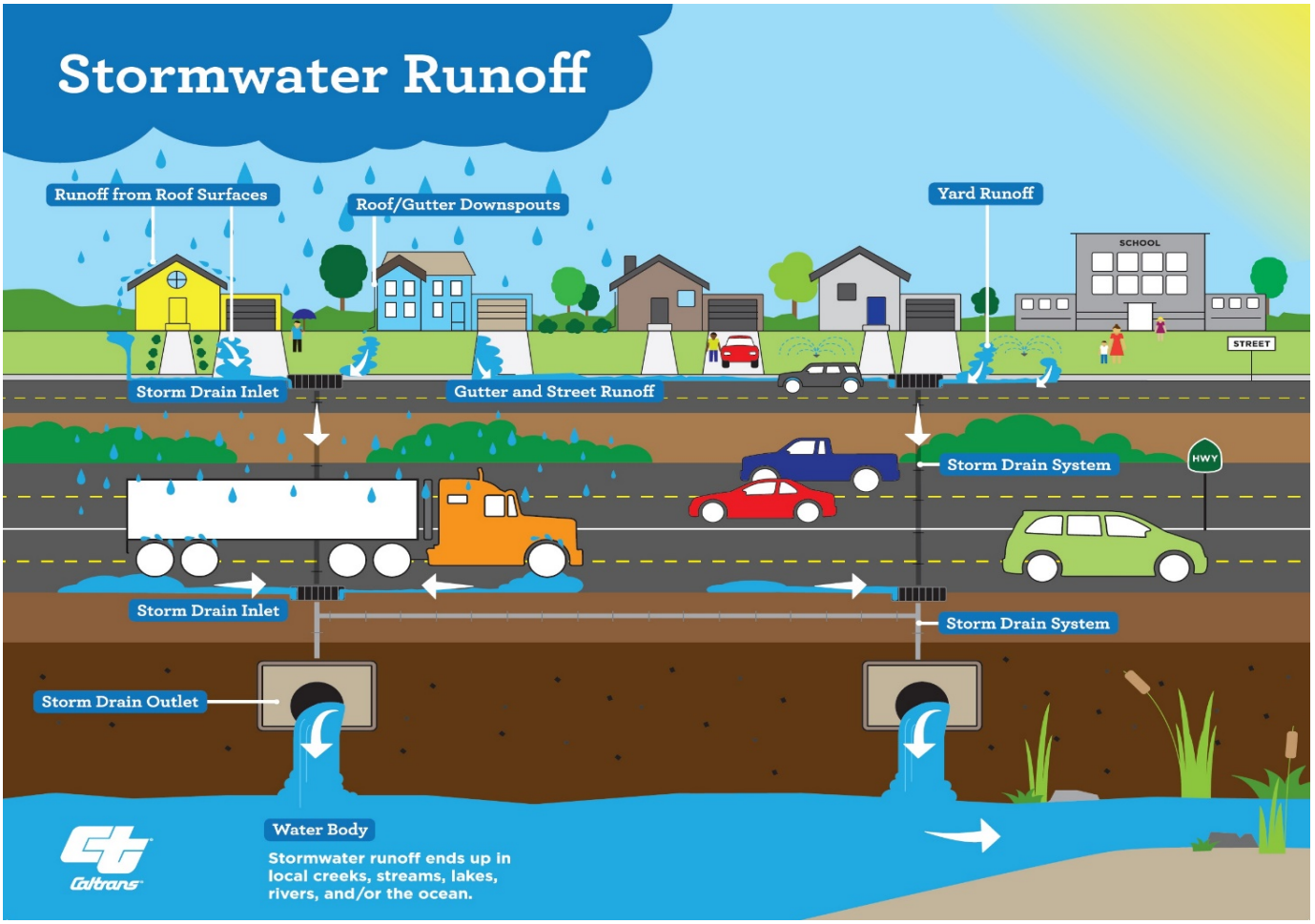
53-40-515 Emergency Expense - Funds allocated for any unforeseen costs dues to an emergency.

53-40-730 Capital Outlay Improvements - Funds allocated for stormwater infrastructure for 1200 W road project.

53-40-740 Capital Outlay Equipment - Funds allocated for the lease of a stormwater department vehicle $3,000.

53-40-910 – **Admin Charge to General Fund -** Funds transferred to the General Fund based upon Stormwater Department expenses that are incurred through the General Fund.

53-40-999 Reserves - Surplus funds added to the fund balance. Those funds are saved to pay for future capital projects, as shown in the master plan.



Impact fees are charged with residential and commercial building permits. The funds are used to pay for adding capacity that is necessary to keep up with growth.

Impact Fee Funds

Water Impact Fees

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Appropriation Of Fund Balance	55-37-601	$ -	$ -	$ -	$ -
Interest Earned	55-37-610	$ -	$ -	$ 1,000	$ 1,000
Water Impact Fees	55-37-790	$ 64,350	$ 83,850	$ 99,000	$ 99,000
Miscellaneous Water Revenue	55-37-791	$ -	$ -	$ -	$ -
Total Revenues		**$ 64,350**	**$ 83,850**	**$ 100,000**	**$ 100,000**

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Capital Projects	55-40-750	$ -	$ -	$ -	$ 75,000
Water Master Plan	55-40-755	$ -	$ -	$ -	$ -
Reserves	55-40-760	$ -	$ -	$ 21,500	$ 25,000
Debt Service	55-40-810	$ 29,000	$ 13,000	$ 78,500	$ -
Total Capital Expenses		**$ 29,000**	**$ 13,000**	**$ 100,000**	**$ 100,000**
Surplus/(Deficit)		**$ 35,350**	**$ 70,850**		
Beginning Cash Balance (Est.)					**$ 160,949**
Reserves (Fund Balance App.)					**$ 25,000**
Ending Cash Balance (Est.)					**$ 185,949**

Revenue:

55-37-601 Appropriation of Fund Balance - If allocated, these would be funds allocated from the ongoing fund balance to be used in the current year.

55-37-610 Interest Earned - Revenue generated from interest earned on all fund balances of money held in interest bearing accounts. This is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of the total fund balance.

55-37-790 Water Impact Fees - Revenue based on 50 new homes being built in the coming fiscal year. The water impact fee for a new residential home is $1,950.

55-37-791 Miscellaneous Water Revenue - Revenue generated from fees charged for miscellaneous services, such as raising a water meter, installing a new ring, etc.

Expenditures:

55-40-750 Capital Projects - Funds are being allcoated to start the design & concept plan of a capital improvements project. An additonal $75,000 is beig budgeted in GL 51-40-740.

55-40-755 Water Master Plan - No funds budgeted this year.

55-40-760 Reserves - Surplus funds that will be added to the fund balance.

55-40-810 Debt Service - No funds budgeted this year. Water debt was paid in full in 2021.

Park Impact Fees

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Appropriated Fund Balance	56-37-601	$ -	$ -	$ 315,000	$ 75,000
Interest Earned	56-37-610	$ -	$ -	$ 1,000	$ 1,000
Grant - RAPZ	56-37-720	$ -	$ -	$ 79,000	$ 79,000
Park Impact Fees	56-37-790	$ 148,500	$ 193,500	$ 225,000	$ 225,000
Total Revenues		**$ 148,500**	**$ 193,500**	**$ 620,000**	**$ 380,000**

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Capital Improvement	56-40-740	$ 50,792	$ 44,288	$ 220,000	$ 180,000
Firefly Park	56-40-751	$ 295,137	$ 170,126	$ 400,000	$ 200,000
Reserves	56-40-760	$ -	$ -	$ -	$ -
Total Capital Expenses		**$ 345,929**	**$ 214,414**	**$ 620,000**	**$ 380,000**
Surplus/(Deficit)		**$ (197,429)**	**$ (20,914)**		
Beginning Cash Balance (est.)					**$ 637,223**
Reserves (Fund Balance App.)					**$ 75,000**
Ending Cash Balance (est.)					**$ 562,223**

Revenue:

56-37-601 Appropriated Fund Balance - This account is used to appropriate funds from the fund balance to be used in the current fiscal year. Funds are being appropriated for the capital projects below.

56-37-610 Interest Earned - Revenue generated from interest earned on all fund balances of money held in interest bearing accounts. This is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of the total fund balance.

56-37-720 Grant RAPZ - In 2014, the City was granted $40,000 to build tennis court at Heritage Park. The courts are now being proposed for Anhder Park based on the recommendations of the park master plan update. The City requested $100,000 in RAPZ funds in 2016 to begin work on Firefly Park. The City applied for another $215,000 in RAPZ funds in 2017 to continue work on Firefly Park project.

56-37-790 Park Impact Fees - Revenue based on 50 new homes being built in the coming fiscal year. The park impact fee for a new residential home is $4,500. Ridgeline Park is prepaying park impact fees for 40 lots which will be used for the design of Ridgeline Park.

Expenditures:

56-40-740 Capital Improvement - $180,000 is being budgeted to pay for the design of Ridgeline Park. These funds will be reimbursed to the city through impact fees by that development.

56-40-751 Firefly Park - Funds allocated to complete Phase 3 of Firefly Park. Phase 3 includes fence along the north property line, restrooms, amphitheater/instruction area, bird blinds, and additional seating.

56-40-752 Tennis Court - This account is not being funded this year.

56-40-760 Reserves - Funds that are not allocated to be spent in this year's budget.

Sewer Impact Fees

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Appropriated Fund Balance	57-37-601	$ -	$ -	$ 34,000	$ 34,000
Interest Earned	57-37-610	$ -	$ -	$ 10,000	$ 10,000
Sewer Impact Fees	57-37-790	$ 66,675	$ 78,425	$ 86,000	$ 86,000
Logan City Sewer Impact Fees	57-37-791	$ -	$ 53,526	$ 125,000	$ 125,000
Total Revenues		**$ 66,675**	**$ 131,951**	**$ 255,000**	**$ 255,000**

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Debt Service	57-40-810	$ -	$ -	$ 130,000	$ 130,000
Logan City Sewer Impact Fees	57-40-825	$ -	$ 43,794	$ 125,000	$ 125,000
Total Capital Expenditures		**$ -**	**$ 43,794**	**$ 255,000**	**$ 255,000**
Surplus/(Deficit)		**$ 66,675**	**$ 88,157**		
Beginning Cash Balance (est.)					**$ 1,005,980**
Reserves (Fund Balance App.)					**$ (34,000)**
Ending Cash Balance (est.)					**$ 971,980**

Revenue:

57-37-601 Appropriated Fund Balance - This account is used to appropriate funds from the fund balance that are mature and must now be paid against the sewer loan. Impact fees must be expended within six years of collection.

57-37-610 Interest Earned - Revenue generated from interest earned on all fund balances of money held in interest bearing accounts. This is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of the total fund balance.

57-37-790 Sewer Impact Fees - Revenue based on 50 new homes being built in the coming fiscal year. The sewer impact fee for a new residential home is $1,725.

57-37-791 Logan City Sewer Impact Fees - Revenue based on 50 new homes being built in the coming fiscal year. This fee is passed through to Logan City and was established by Logan City to pay for the new regional wastewater treatment plant. The sewer impact fee for a new residential home is $2,433.

Expenditures:

57-40-810 Debt Service Principal - Funds allocated to pay the debt service on the Sewer Loan. $130,000 is being paid from the Sewer Department and $130,000 is being paid from impact fees, to meet the total payment due of $260,000.

57-40-825 Logan City Sewer Impact Fees - Revenue based on 50 new homes being built in the coming fiscal year. This fee is passed through to Logan City and was established by Logan City to pay for the new regional wastewater treatment plant. The sewer impact fee for a new residential home is $2,433.

Stormwater Impact Fees

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Interest Earned	58-37-610	$ 4,854	$ -	$ 2,000	$ 2,000
Basin Construction Fees	58-37-790	$ -	$ -	$ -	$ -
Appropriated Fund Balance	58-37-990	$ -	$ -	$ 163,000	$ 157,000
Total Revenues		**$ 4,854**	**$ -**	**$ 165,000**	**$ 159,000**

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
2600 S Retention Basin	58-40-620	$ -	$ -	$ 165,000	$ 159,000
Sunrise Retention Basin	58-40-625	$ -	$ -	$ -	$ -
Reserves	58-40-760	$ -	$ -	$ -	$ -
Total Capital Expenses		**$ -**	**$ -**	**$ 165,000**	**$ 159,000**
Surplus/(Deficit)		**$ 4,854**	**$ -**		
Beginning Cash Balance (Est.)					**$ 157,544**
Reserves (Fund Balance App.)					**$ (157,000)**
Ending Cash Balance (Est.)					**$ 544**

Revenue:

58-37-610 Interest Earned - Revenue generated from interest earned on all fund balances of money held in interest bearing accounts. This is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of the total fund balance.

58-37-790 Basin Construction Fees - Revenue generated from fees that come from developers paying their portion of the cost to build regional stormwater basins.

58-37-990 Appropriated Fund Balance - Revenue generated from funds being appropriated out of the fund balance from previous contributions.

Expenditures:

58-40-620 2600 S Retention Basin - Funds are anticipated to be allocated here in FY 21-22 for construction of this pond on the west end of 2600 S.

58-40-760 Reserves - Funds that are not allocated to be spent in this year's budget.

Street Impact Fees

Revenue	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Appropriated Fund Balance	59-37-601	$ -	$ -	$ -	$ -
Interest Earned	59-37-610	$ -	$ -	$ 1,000	$ 1,000
Street Impact Fees	59-37-790	$ 467	$ -	$ 44,000	$ 44,000
Total Revenues		**$ 467**	**$ -**	**$ 45,000**	**$ 45,000**

Expenses	Account Number	Actual FY 2019-20	Actual Year-to-date FY 2020-21	Budget FY 2020-21	Final Budget FY 2021-22
Reserves	59-40-760	$ -	$ -	$ 45,000	$ 45,000
Total Capital Expenditures		**$ -**	**$ -**	**$ 45,000**	**$ 45,000**

Surplus/(Deficit)	**$ -**	
Beginning Cash Balance (Est.)		**$ 112,366**
Reserves (Fund Balance App.)		**$ 45,000**
Ending Cash Balance (Est.)		**$ 157,366**

Revenue:

59-37-601 Appropriated Fund Balance - This account is used to allocate funds appropriated out of the fund balance from previous contributions.

59-37-610 Interest Earned - Revenue generated from interest earned on all fund balances of money held in interest bearing accounts. This is apportioned out once per year at the end of the fiscal year to each of the individual funds based on the percentage of the total fund balance.

59-37-790 Street Impact Fees - Revenue based on 50 new homes anticipated to be built in the coming fiscal year. The street impact fee for a new residential home is $887.

Expenditures:

59-40-760 Reserves - Surplus funds added to the fund balance. Those funds are saved to pay for future projects, as shown in the master plan.

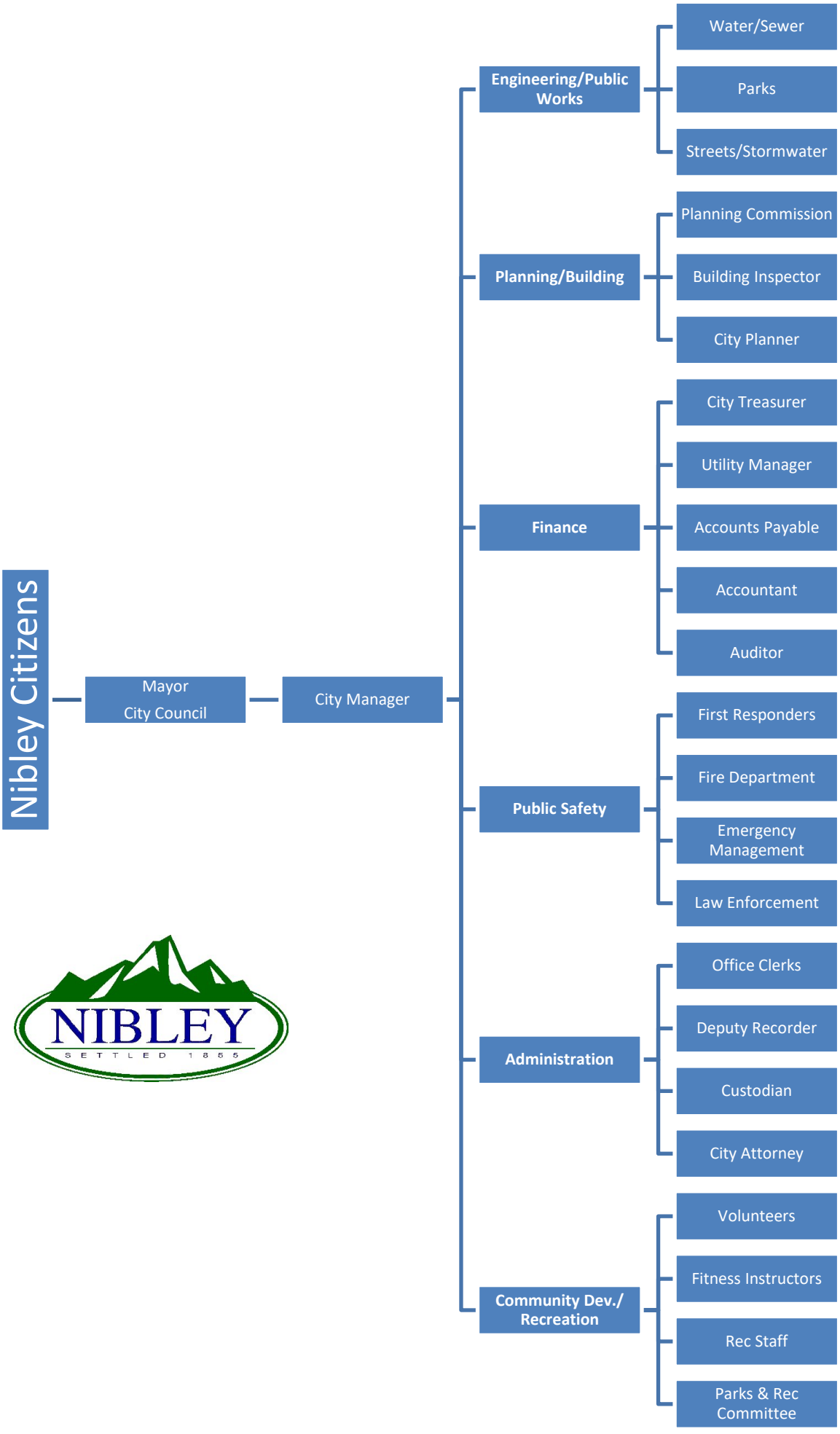
Nibley City Pay Grade System 2021-22

5% between steps; 2% COLA from FY20-21

Grade	Pay Step	A	B	C	D	E	F	G	H	I
1		$ 9.05	$ 9.50	$ 9.98	$ 10.48	$ 11.00	$ 11.55	$ 12.13	$ 12.73	$ 13.37
	Annual	$ 18,824.00	$ 19,765.20	$ 20,753.46	$ 21,791.13	$ 22,880.69	$ 24,024.72	$ 25,225.96	$ 26,487.26	$ 27,811.62
2		$ 10.44	$ 10.96	$ 11.51	$ 12.09	$ 12.69	$ 13.32	$ 13.99	$ 14.69	$ 15.42
	Annual	$ 21,715.20	$ 22,800.96	$ 23,941.01	$ 25,138.06	$ 26,394.96	$ 27,714.71	$ 29,100.44	$ 30,555.47	$ 32,083.24
3		$ 12.05	$ 12.65	$ 13.29	$ 13.95	$ 14.65	$ 15.38	$ 16.15	$ 16.96	$ 17.80
	Annual	$ 25,064.00	$ 26,317.20	$ 27,633.06	$ 29,014.71	$ 30,465.45	$ 31,988.72	$ 33,588.16	$ 35,267.56	$ 37,030.94
4		$ 13.93	$ 14.63	$ 15.36	$ 16.13	$ 16.93	$ 17.78	$ 18.67	$ 19.60	$ 20.58
	Annual	$ 28,974.40	$ 30,423.12	$ 31,944.28	$ 33,541.49	$ 35,218.56	$ 36,979.49	$ 38,828.47	$ 40,769.89	$ 42,808.39
5		$ 16.12	$ 16.93	$ 17.77	$ 18.66	$ 19.59	$ 20.57	$ 21.60	$ 22.68	$ 23.82
	Annual	$ 33,529.60	$ 35,206.08	$ 36,966.38	$ 38,814.70	$ 40,755.44	$ 42,793.21	$ 44,932.87	$ 47,179.51	$ 49,538.49
6		$ 18.63	$ 19.56	$ 20.54	$ 21.57	$ 22.64	$ 23.78	$ 24.97	$ 26.21	$ 27.52
	Annual	$ 38,750.40	$ 40,687.92	$ 42,722.32	$ 44,858.43	$ 47,101.35	$ 49,456.42	$ 51,929.24	$ 54,525.70	$ 57,251.99
7		$ 21.57	$ 22.65	$ 23.78	$ 24.97	$ 26.22	$ 27.53	$ 28.91	$ 30.35	$ 31.87
	Annual	$ 44,865.60	$ 47,108.88	$ 49,464.32	$ 51,937.54	$ 54,534.42	$ 57,261.14	$ 60,124.19	$ 63,130.40	$ 66,286.92
8		$ 24.97	$ 26.22	$ 27.53	$ 28.91	$ 30.35	$ 31.87	$ 33.46	$ 35.14	$ 36.89
	Annual	$ 51,937.60	$ 54,534.48	$ 57,261.20	$ 60,124.26	$ 63,130.48	$ 66,287.00	$ 69,601.35	$ 73,081.42	$ 76,735.49
9		$ 28.97	$ 30.42	$ 31.94	$ 33.54	$ 35.21	$ 36.97	$ 38.82	$ 40.76	$ 42.80
	Annual	$ 60,257.60	$ 63,270.48	$ 66,434.00	$ 69,755.70	$ 73,243.49	$ 76,905.66	$ 80,750.95	$ 84,788.49	$ 89,027.92
10		$ 33.58	$ 35.26	$ 37.02	$ 38.87	$ 40.82	$ 42.86	$ 45.00	$ 47.25	$ 49.61
	Annual	$ 69,846.40	$ 73,338.72	$ 77,005.66	$ 80,855.94	$ 84,898.74	$ 89,143.67	$ 93,600.86	$ 98,280.90	$ 103,194.94

Nibley City Employees- Current and Projected Fiscal Year

Department	Position Title	Step	FT Actual FY20-21	FT Actual FY21-22
Administration				
	City Manager	Salaried	1	1
	Treasurer	Salaried - 7	1	1
	Deputy Recorder	7	1	1
	AP Clerk	Salaried - 3	1	1
	Office Specialist	3	1	1
	Office Specialist	3	1	1
	Custodian	2	0.25	0.25
Public Works				
	Public Works Director	Salaried - 10	1	1
	City Engineer	Salaried - 10	0	1
	Public Works Inspector	5	0	0.50
Parks				
	Parks Superintendent	7	1	1
	Parks Employee	5	2	2
	Seasonal Parks Employee	3	2	5
Streets				
	Streets Superintendent	7	0.50	0.50
	Streets Operator	5	0.50	0.50
	Seasonal Streets Employee	3	0.25	0.50
	Crossing Guard	1	1.34	1.34
Stormwater				
	Stormwater Superintendent	7	0.50	0.50
	Stormwater Operator	5	0.50	0.50
	Seasonal Stormwater	3	0.25	0.50
Water				
	Water Superintendent	7	0.50	0.50
	Water Operator	6	1	1
Sewer				
	Sewer Superintendent	7	0.50	0.50
	Sewer Operator	6	1	1
Planning/Building				
	City Planner	Salaried - 8	1	1
	Building Inspector	6	1	1.50
	Commercial Inspector	Contact	0.01	0.01
Recreation				
	Recreation Director	Salaried - 7	0.90	1.00
	Recreation Employee	4	0.50	1.00
	Recreation Seasonal	3	0.50	0.50
	Group Fitness Teacher	5	0.16	0.16
Emergency				
	Emergency Manager	6	0.25	0.25
			Total FTE	28.76


Nibley Citizens
Mayor
City Council
City Manager
Engineering/Public Works
Water/Sewer
Parks
Streets/Stormwater
Planning/Building
Planning Commission
Building Inspector
City Planner
Finance
City Treasurer
Utility Manager
Accounts Payable
Accountant
Auditor
Public Safety
First Responders
Fire Department
Emergency Management
Law Enforcement
Administration
Office Clerks
Deputy Recorder
Custodian
City Attorney
Community Dev./ Recreation
Volunteers
Fitness Instructors
Rec Staff
Parks & Rec Committee

NIBLEY CITY OVERVIEW

Date of Settlement: 1855
Date of Incorporation: 1935
Population Estimate: 8,000
Form of Government: City Manager by Ordinance
Area: 4.5 sq. miles
Elevation: 4,554
Miles of streets: 33

Police Protection: Cache County Sheriffs Department (Contracted)
Fire protection: Hyrum City (Contracted)
Number of fire stations: 1 (Located in Hyrum City)

First Responders: Cache County EMS

Animal Control: Cache County Animal Control (Contracted)/Cache Humane Society

Schools:

Nibley Elementary
- Number of classrooms: 19
- Number of teachers: 19
- Number of students: 496

Heritage Elementary
- Number of classrooms: 26
- Number of teachers: 35
- Number of students: 658

Thomas Edison Charter School
- Number of classrooms: 50
- Number of teachers: 40
- Number of students: 802

Ridgeline High School (Located in Millville)
- Number of classrooms: 67
- Number of teachers: 67
- Number of students: 1,409

Municipal Water Department

Number of connections: 2,006
Annual consumption in gallons: 500,000
Miles of water mains: 37
Wells: 3
Springs: Yeates Spring (Out of Service)
Storage capacity: 3 Reservoirs 3,350,000 Gallons

Municipal Sewer Department

Number of connections: 1,903
Miles of sewer lines: 30 Miles
Treatment plants: 1, Logan City (Contracted)
Lift Stations: 4

Solid Waste and Disposal Department – Logan City Environmental (Contracted)

Public Buildings:

City Offices/Community Center
Anhder Park Building (Historic City Hall)
Public Works

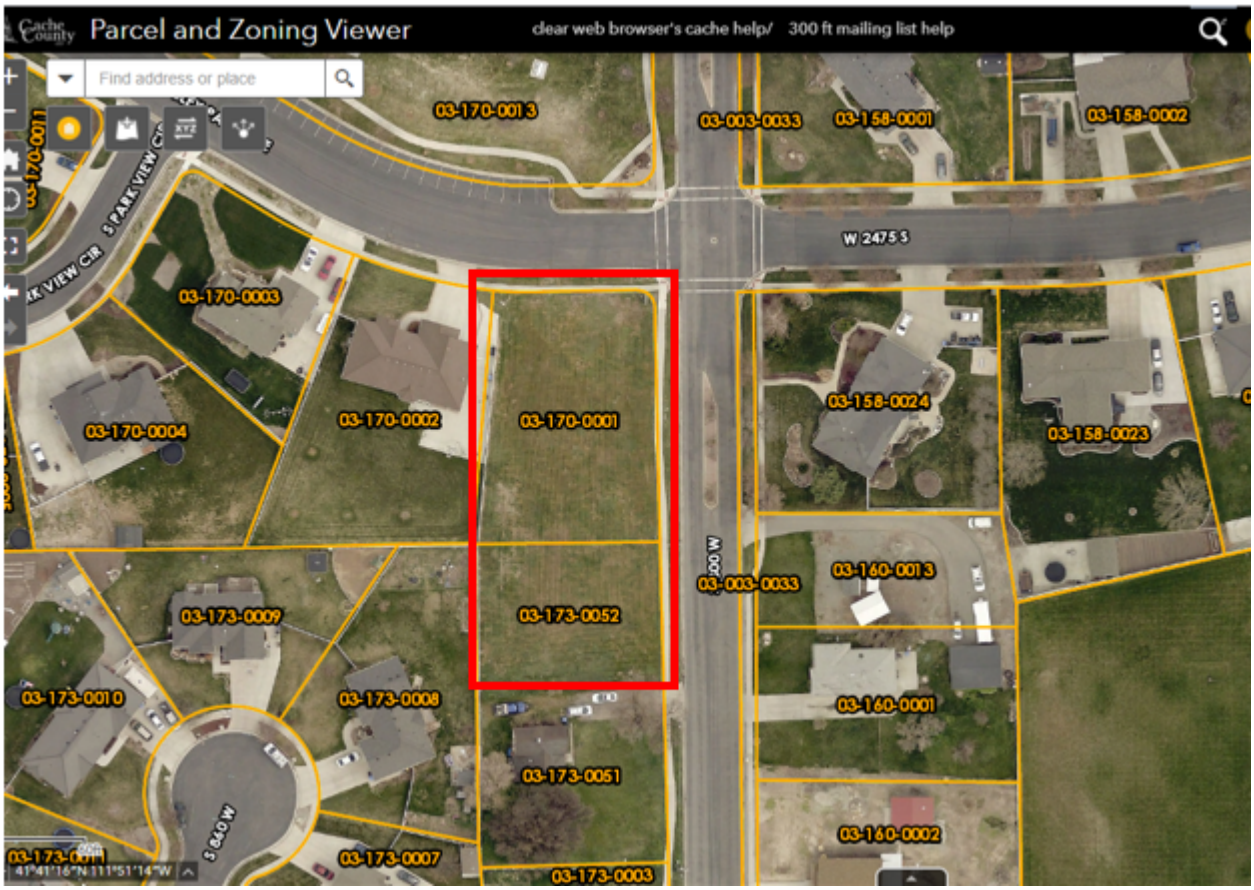
Public Parks:

Virgil Gibbons Heritage Park
Elk Horn Park
Morgan Farm
Discovery Disc Golf Course
Shadowbrook Park
Meadow View Park
Nibley Gardens
Anhder Park
Clear Creek
Neighborhood Park
Veterans Memorial Park
Firefly Park

Agenda Item #15

Description	**Discussion & Consideration –** Resolution 21-06: Designating Significant Surplus Property and Authorizing the Sale of City-Owned Parcels Located at Nibley Park Ave and 800 West; Parcel Tax ID: 03-170-0001 & 03-173-0052 (Second Reading)
Presenter	Justin Maughan, City Manager
Recommendation	Move to approve Resolution 21-06: Designating Significant Surplus Property and Authorizing the Sale of City-Owned Parcels Located at Nibley Park Ave and 800 West; Parcel Tax ID: 03-170-0001 & 03-173-0052.
Reviewed By	Mayor, City Manager, City Treasurer, Department Heads

Background:



The two properties indicated in the figure above were obtained by Nibley City through a series of negotiations, purchase and donations by Mr. Tim Gibbons in early to mid 2000's. A deed restriction was placed on the properties that they were to be used to expand Virgil Gibbons Heritage Park, or that the proceeds from the sale be used for Park purposes. Staff has analyzed the properties, and have determined that the best use would be to sell them and use the money for other park purposes. City Council has previously given direction to move toward selling the properties, and use the funds for other park purposes. Discussions were started with the Gibbons family to remove the restrictions, so that the properties could be sold. They have agreed to remove the restriction if the southern most lot line be moved a few feet to the North. The family owns the lot to the south of that, and the existing driveway is actually two feet into the parcel owned by the city. The City Engineer is working on a plat amendment to accommodate the driveway, and make the two lots equal size by adjusting the center shared lot line.

It is anticipated that the lots will bring in $80k - $90k each. Final approval of how to use the funds will be determined by the City Council during the FY 21/22 Budget process.

City Code 1.24.060 - Disposal of Significant Parcels of Real Property, requires that a public hearing be conducted to receive public input.

The notice of intent to surplus and dispose of the properties and the public hearing were posted 14 days ago as required by code.

RESOLUTION 21-015

DESIGNATING SIGNIFICANT SURPLUS PROPERTY AND AUTHORIZING THE SALE OF CITY-OWNED PARCELS LOCATED AT NIBLEY PARK AVE AND 800 WEST; PARCEL TAX ID: 03-170-0001 & 03-173-0052

WHEREAS, the City of Nibley has identified various parcels of city-owned property as being surplus to the needs of the City and has determined it to be in the public interest to offer them for sale.

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

1. Property declared surplus to the needs of Nibley City. The following described property is hereby declared to be surplus to the needs of the City.

Item	**Description**	**Parcel Tax ID**
Vacant land at the corner of 2450 S and 800 W	.40 acres; LOT 1 NIBLEY PARK ESTATES PH 1 CONT 0.40 AC	03-170-0001
Vacant land adjacent to lot 03-170-001; at approximately 2450 S and 800 W	.25 acres; BEG AT SE COR LIT 1 NIBLEY PARK ESTATES PHASE 1 & TH S 90 FT ALG 800 W ST TH W 119.35 FT TO E LN OF COUNTRY COVE ESTATES PHASE 1 TH N ALG SD E LN 90FT TO S BNDRY OF NIBLEY PARK ESTATES PHASE 1 TH E 119.35 FT TO BEG CONT 0.25 AC M/B	03-173-0052

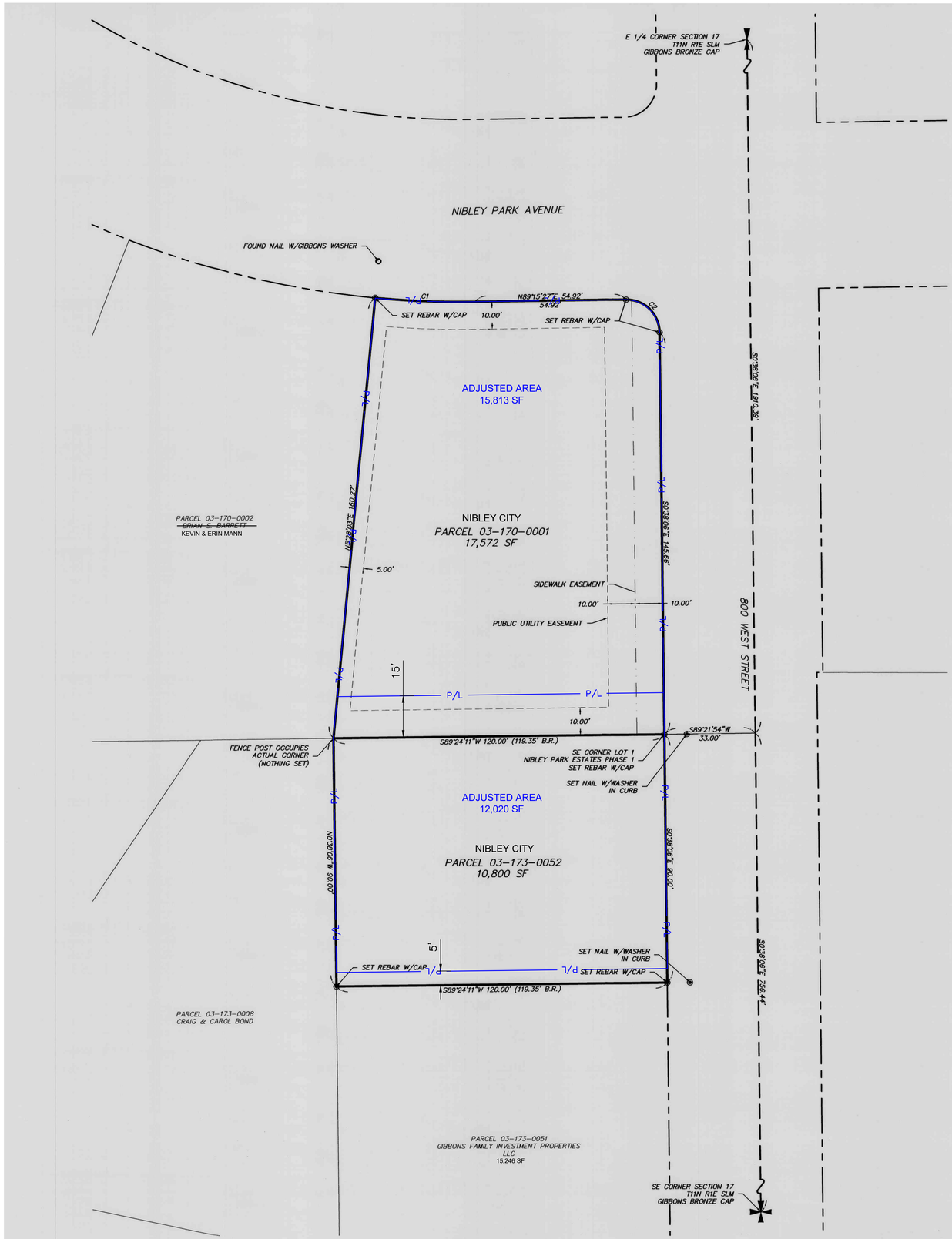
2. All deed restrictions or restrictive covenants have been removed from the above-described parcels.

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

_____
Shaun Dustin, Mayor

ATTEST:

_____
Cheryl Bodily, Deputy City Recorder



BOUNDARY SURVEY INFORMATION

BOUNDARY SURVEY COMPLETED BY STEVEN C. EARL
PROFESSIONAL LAND SURVEYOR 318575-2201 IN 2015

LEGAL DESCRIPTIONS

PARCEL 03-170-0001

LOT 1, NIBLEY PARK ESTATES, PHASE 1, AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED MARCH 30, 2004, AS FILING NUMBER 857853, IN THE OFFICE OF THE RECORDER OF CACHE COUNTY, UTAH. CONTAINING 17,572 SQUARE FEET, MORE OR LESS.

PARCEL 03-173-0052

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, LOCATED IN THE CITY OF NIBLEY, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, NIBLEY PARK ESTATES, PHASE 1, AS SHOWN BY THE OFFICIAL PLAT THEREOF FILED MARCH 30, 2004, AS FILING NUMBER 857853 IN THE OFFICE OF THE RECORDER OF SAID COUNTY;
THENCE S0°38'06"E 90.00 FEET ALONG THE WEST LINE OF 800 WEST STREET;
THENCE S89°24'11"W 120.00 FEET (119.35 FEET B.R.) TO THE EAST BOUNDARY OF COUNTRY COVE ESTATES PHASE 1;
THENCE N0°38'06"W 90.00 FEET ALONG SAID BOUNDARY TO THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE N89°24'11"E 120.00 FEET (119.35 FEET B.R.) TO THE POINT OF BEGINNING.
CONTAINING 10,800 SQUARE FEET, MORE OR LESS.

SURVEY NARRATIVE

THIS SURVEY WAS ORDERED BY NIBLEY CITY TO PREPARE THE TWO SUBJECT PARCELS FOR SALE. NO MAJOR DISCREPANCIES WERE FOUND. ORIGINAL SURVEY CONTROL FOR THE COUNTRY COVE AND NIBLEY PARK ESTATES SUBDIVISIONS WAS USED TO RESET THE CORNERS AS SHOWN.

REBARS W/ORANGE PLASTIC CAPS STAMPED "STEVEN C. EARL PLS 318575" WERE SET WHERE INDICATED HEREON. THE BASIS OF BEARINGS WAS ESTABLISHED USING A SINGLE POINT NORTH PROJECTION (WGS-84) FROM THE CACHE COUNTY SURVEYOR'S NIBLEY CITY GPS MONUMENT SET IN 1998.

N
W E
S

0 10 20 40 Feet
1:240

LEGEND

- BOUNDARY
- SIDEWALK EASEMENT
- RIGHT-OF-WAY
- PARCEL LINE
- PUBLIC UTILITY EASEMENT
- FOUND SURVEY MONUMENT
- SET SURVEY MONUMENT
- P/L — PROPOSED PROPERTY ADJUSTMENTS

CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CH. BEARING	CHORD
C1	36.09'	333.00'	6°12'36"	S87°38'15"E	36.07'
C2	18.87'	12.00'	90°06'27"	N45°41'20"W	16.99'

J-U-B ENGINEERS, INC.
J-U-B ENGINEERS, INC.
1047 South 100 West, Suite 180
Logan, UT 84321
Phone: 435.713.9514
www.jub.com

SURVEY INFORMATION
NIBLEY CITY, UT

BOUNDARY SURVEY INFORMATION

FILE: PLATAMENDMENT
JUB PROJ. #: ##########
DRAWN BY: ###
DESIGN BY: ###
CHECKED BY: ###
ONE INCH
AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
LAST UPDATED: 5/10/2021

SHEET NUMBER:
1

PLOT DATE: 5/10/2021 2:22:21 PM PLOTTED BY: Andrea Simons USER: C:\JUB\DATA\CIVIL\CLIENT\SLC\NIBLEY CITY\PROJECTS\2-21014_NIBLEY CITY\GENERAL\ENGINEERING\SURVEY\ALTA\NIBLEY PLAT AMENDMENT.DWG