



NIBLEY CITY COUNCIL MEETING AGENDA

Thursday, March 24, 2022 – 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 (Mayor Jacobsen)
2. Call to Order and Roll Call (Chair)
3. Approval of the March 10, 2022 and March 17 2022, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning Commission Report
6. **Discussion & Consideration** – Resolution 22-07: Adoption of the Nibley City Capital Projects Finance Plan (Second Reading)
7. **Discussion & Consideration** – Resolution 22-09: Establishing a Cooperative Policy & List for Non-Municipal Entities (Second Reading)
8. **Discussion & Consideration** – Ordinance 22-04: Amending Administrative Procedures, Nibley City Code (NCC) 1.10 Mayor and City Council and 1.14. Officers & Employees (Second Reading)
9. **Discussion & Consideration** – Acceptance of a Dedication of the Right-of-Way at Heritage Elementary (920 West 3200 South) from the Cache County School District
10. **Discussion & Consideration** – Resolution 22-08: An Agreement with the Cache County Sheriff's Office for Law Enforcement and Animal Control (First Reading)
11. **Workshop**– Review of the Concept Plan Options and Cost Estimates for the City Park at Ridgeline Park
12. **Discussion & Consideration** - Approval of 1200 West 2600 South Roundabout design contract
13. **Discussion & Consideration** - Determining Conformance of Proposed Stonebridge Subdivision, Phases 3-4 Final Plat Layout, to Approved Preliminary Plat (Applicant: Shaun Dustin)
14. **Discussion & Consideration** – Resolution 22-11: Expressing Nibley City's Desire to Authorize the Mayor to Enter Into a Governance Body to Negotiate a Potential Garbage Collection Contract (First Reading)
15. **Discussion & Consideration** – City Council Letter of Support for Lights Constructed at 2600 South, US Highway 89/91
16. Council and Staff Report

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

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



Agenda Item #6

Description	Discussion & Consideration – Resolution 22-07: Adoption of the Nibley City Capital Projects Finance Plan (Second Reading)
Presenter	Justin Maughan, City Manager
Recommendation	Move to approve Resolution 22-07: Adoption of the Nibley City Capital Projects Finance Plan.
Reviewed By	Mayor, City Manager, City Planner

Background:

The Nibley City Projects Finance Plan was commissioned to bridge the gap between Nibley City’s Master Plans and annual budgeting for capital projects paid for through the General Fund, including transportation, parks, trails and general public facilities. This does not include sewer and water projects paid for through the general fund. The City contracted with Lewis Young Robertson & Burningham, Inc. (“LYRB”) to produce the plan, which is a scenario analysis of the City’s capital funding options to appropriately plan for projects and identify deficiencies in the City’s financial structure.

The process to develop the plan included a Staff level review of projects identified in currently adopted Master Plans. Department heads were then consulted to identify specific projects that are needed in the 10-year time horizon given current conditions and projected needs. A steering committee composed of the City Manager, City Planner, City Engineer, former Mayor Dustin, and Councilmembers Beus and Laursen, then reviewed and refined the recommended projects and worked with the consultant to develop three scenarios:

- Baseline: Include all proposed projects, with transfers from the general any funds in excess of cash reserve policy. No new debt.
- Scenario 1: Fund only projects that maintain targets, with transfers from the general fund of any funds excess of cash reserve policy. No new debt.
- Scenario 2: Fund only projects that maintain targets, with transfers from the general fund of funds in excess of cash reserve policy. With new debt.

In all scenarios, the financial model developed by LYRB estimates that additional revenue would be needed to fund all projects with varying levels of cuts needed with each scenario.

Fred Philpot from LYRB presented the findings of the analysis at first reading. No changes to the document were discussed or proposed at that time.

RESOLUTION 22-07

CAPITAL PROJECTS FINANCE PLAN

WHEREAS, Nibley City has established a Master Plans for improvement of Transportation, Parks, Trails and Public Works Facilities to accommodate anticipated growth and improve quality of life in the community; and

WHEREAS, Nibley City wishes to ensure the financial feasibility of planned capital improvements based upon realistic and conservative assumptions to assist in appropriately budgeting for such improvements;

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

1. That the attached Capital Projects Finance Plan is adopted by the Nibley City Council.

Dated this ____ day of _____ 2022

Larry Jacobsen, Mayor

ATTEST

Cheryl Bodily, City Recorder

NIBLEY CITY, UTAH

CAPITAL PROJECTS FINANCE PLAN (CPFP)

JANUARY 2022



PREPARED BY LEWIS YOUNG ROBERTSON &
BURNINGHAM, INC.



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SECTION 1: SUMMARY OF FINDINGS

Nibley City ("City") commissioned Lewis Young Robertson & Burningham, Inc. ("LYRB") to create a capital projects finance plan ("CPFP") related to the City's general fund capital costs. The CPFP is intended to provide a scenario analysis of the City's capital funding options and address potential structural deficiencies in the City's financial operations. The CPFP includes modeling and forecasting of revenues, expenditures, capital improvement needs and tax rate analysis to ensure sufficient revenues to cover all operations and capital needs while maintaining the following main targets: a general fund balance of 35 percent, a CIP fund balance of \$1M, and park fund balance of \$500K.

GENERAL OBJECTIVES

This analysis assumes the City adopts the equivalent of a 10 percent tax increase each year by maintaining the prior year certified tax rate. While this increase may appear high, it reflects the historic growth rate in general fund expenditures from Fiscal Year (FY) 2012 to FY 2020. In addition, this analysis is designed to achieve the following objectives.

1. Ensure sufficient revenues remain within the general fund to cover all operation and maintenance expenses, while achieving a fund balance target of 35 percent.
2. Fund capital improvements in the five-year planning window using general fund revenues, while considering potential bonding scenarios.

It is important to note that this analysis did not consider grant options. A thorough analysis of potential grant funding should be considered when evaluating future financing options.

SCENARIO ANALYSIS

A review of projected revenues assuming proposed tax increases relative to proposed expenses illustrated that the City would not achieve its objectives in the planning horizon. Based on input from City staff and Council members, the City ultimately focused on the following scenarios to address the funding deficit:

- ☞ **Baseline:** Include all proposed projects, with transfers from the general any funds in excess of cash reserve policy. No new debt.
- ☞ **Scenario 1:** Fund only projects that maintain targets, with transfers from the general fund of any funds excess of cash reserve policy. No new debt.
- ☞ **Scenario 2:** Fund only projects that maintain targets, with transfers from the general fund of funds in excess of cash reserve policy. With new debt.

TABLE 1.1: PROPOSED CAPITAL PROJECTS

DESCRIPTION	YEAR	COST	GENERAL FUND COST	CONSTRUCTION YEAR COST
Transportation				
1200 West Completion	2023	5,110,000	511,000	552,698
1350 West Half Road	2023	287,000	287,000	310,419
Hollow Road Striping	2023	21,000	12,600	13,628
Sierra Dr Extension to 3200 South	2027	350,000	35,000	44,286
450 West Half Road Extension	2028	251,000	251,000	330,299
Firefly Park To 800 West Sidewalk	2029	190,000	95,000	130,014
Parks				
Elkhorn Park	2023	150,000	150,000	162,240
Firefly Park (Doesn't Include 1000 W Half Road)	2024	343,006	343,006	385,835
Nibley Meadows Park	2024	614,250	614,250	690,948
Nibley Farms/Recycle Site Park	2025	614,250	614,250	718,586
Regional Park Phase 1	2025	3,850,084	3,850,084	4,504,054
Ridgeline Park- City Park	2025	1,680,750	1,680,750	1,966,240
1000 W Half Road	2026	306,000	306,000	372,296
Anhder Park Parking Lot	2027	256,000	256,000	323,922
Indoor Recreation Space	2028	2,000,000	2,000,000	2,631,864
Mt Vista Park Improvements	2029	150,000	150,000	205,285
Regional Park- Remaining Phases (excluding indoor rec center)	2030	11,000,000	11,000,000	15,656,430
Public Works General				
Public Works Land Acquisition	2025	480,000	480,000	561,532
City Hall Expansion	2029	5,000,000	5,000,000	6,842,845
Public Works Yard	2030	6,000,000	3,000,000	4,269,935
Trails				
Regional Park Connector Trail	2026	460,000	460,000	559,660
City Center Trail- South Section	2030	135,000	135,000	192,147
Nature Way Trail (2600 South)	2031	962,000	962,000	1,423,995
Combined Total		\$40,210,340	\$30,635,940	\$42,849,157



PROPOSED MAJOR CAPITAL PROJECTS

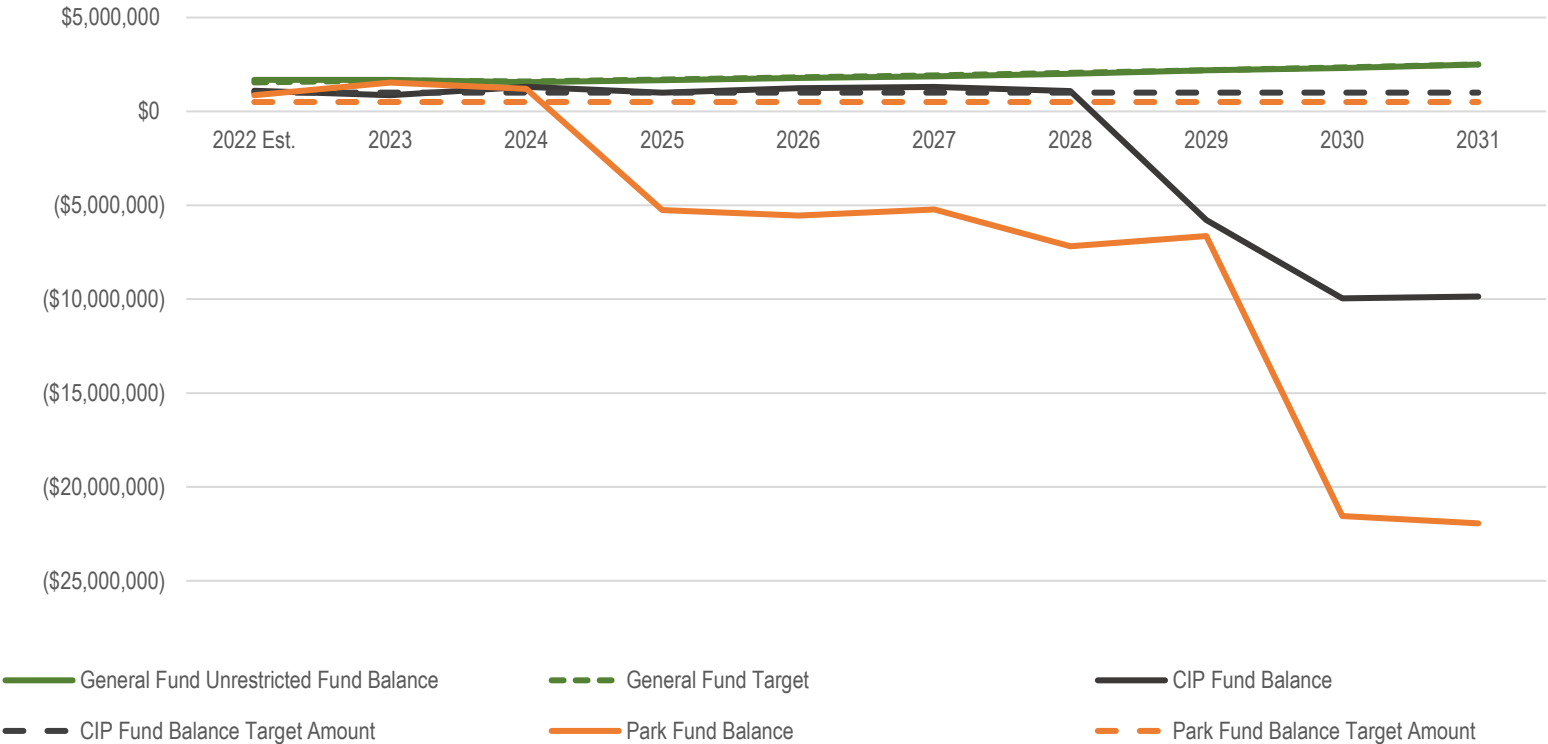
The CPFP considers several large capital projects, in addition to smaller maintenance projects defined by the City. These projects are shown in **Table 1.1**. Project descriptions can be found in **Appendix B**.

FINDINGS

BASELINE SCENARIO

Under the baseline scenario, the general fund can transfer funds to the CIP fund and park fund, but these transfers will not be sufficient to fund capital projects. As a result, the CIP fund balance and park fund balance dip below targeted amounts and into the negative. The CIP fund balance remains positive until Fiscal Year (FY) 2029, whereas the park fund plunges in 2025, due to the proposed capital projects.

ILLUSTRATION OF FUND BALANCES



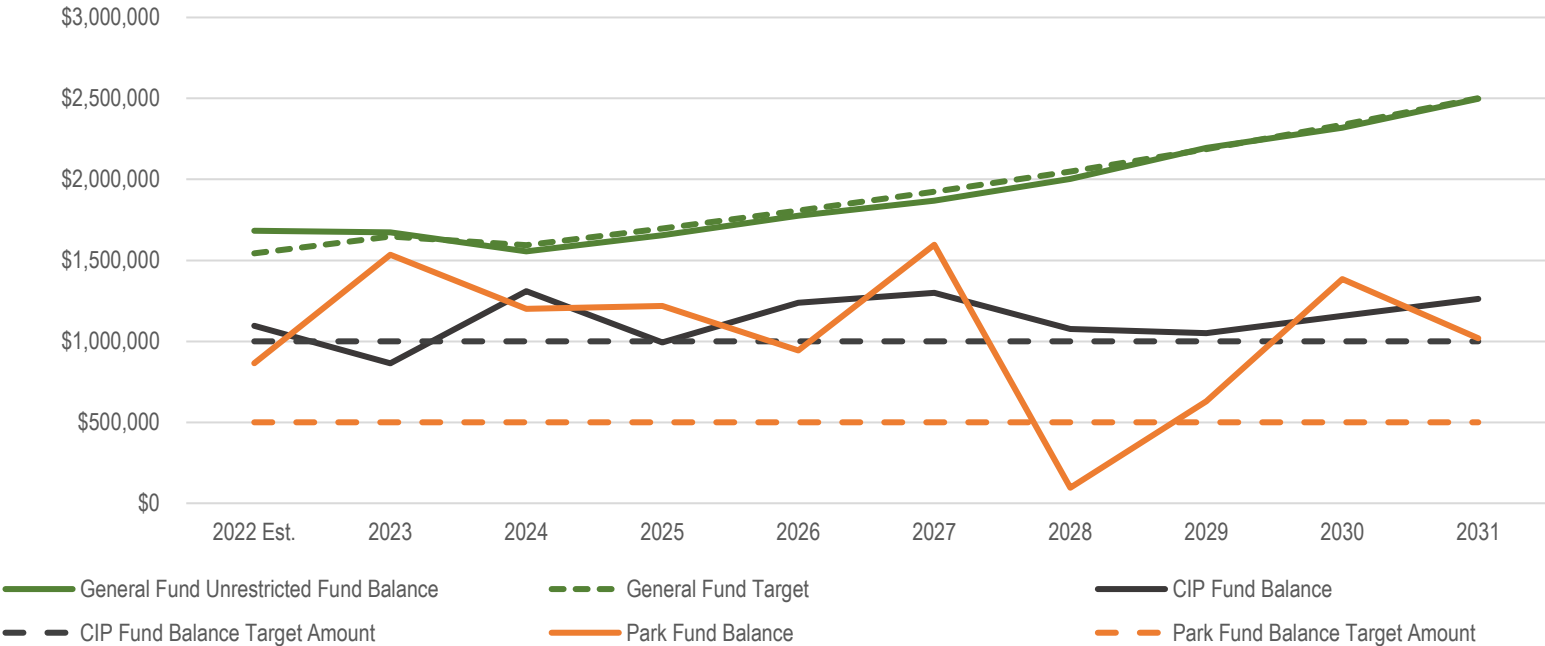
SCENARIO 1: ADJUST CIP TO MAINTAIN TARGETS

In order to maintain the appropriate fund balance targets without issuing debt, capital projects will need to be removed from the analysis or delayed. Based on this analysis, the City would need to remove the following projects (or the equivalent cost in other capital projects) in order to maintain the stated target fund balances:

TABLE 1.2: SCENARIO 1 CIP UNFUNDED PROJECTS

UNFUNDED PROJECTS	
☞	Reduce Park CIP Expense by \$23M
○	Remove 2025 Regional Park Phase 1 - \$4,504,054
○	Remove 2028 Indoor Recreation Space - \$2,631,864
○	Remove 2030 Regional Park Completion - \$15,656,430
○	Remove Approximately \$250K in Other Park Project Costs
☞	Additional Considerations: Delay Approximately \$1.6M in Park Projects to 2028
☞	Remove 2029 City Hall Expansion - \$6,842,845
☞	Remove 2030 Public Works Yard - \$4,269,935

ILLUSTRATION OF FUND BALANCES



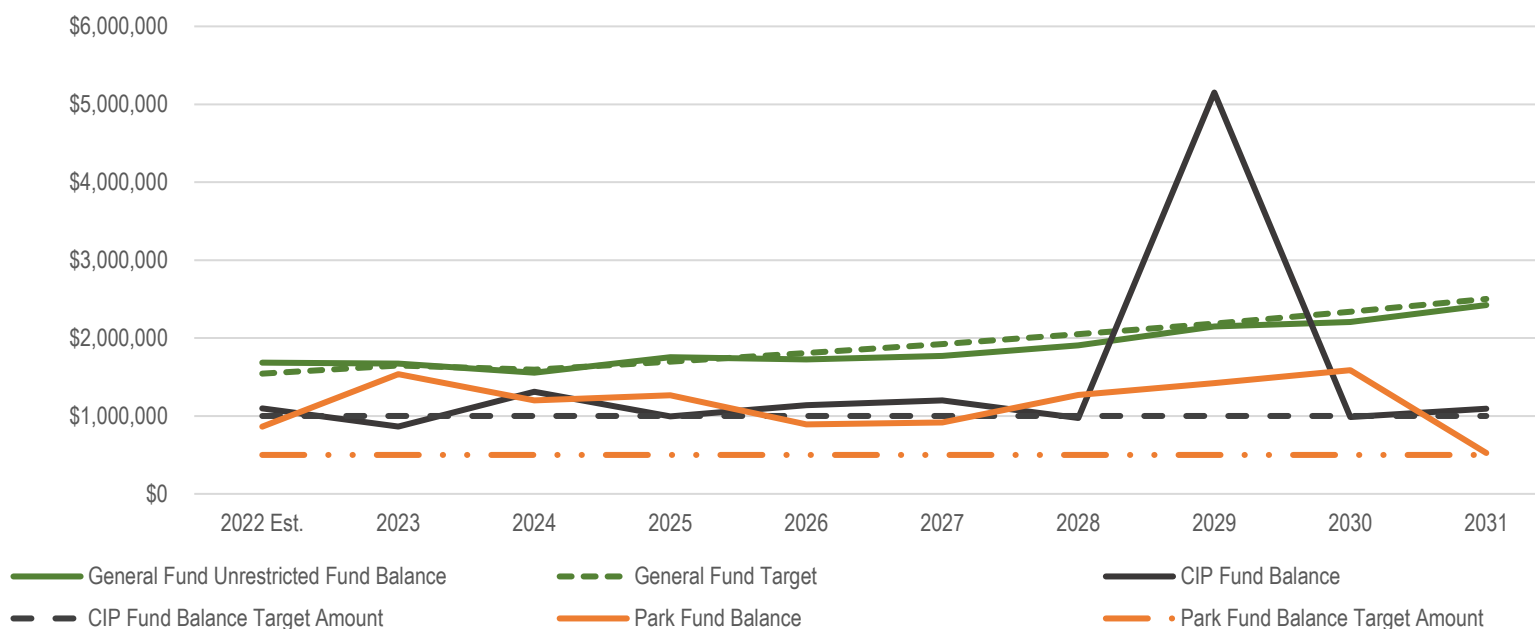
SCENARIO 2: ADJUST CIP TO MAINTAIN TARGETS, WHILE USING DEBT FINANCING

The utilization of debt financing could help the City fund a larger portion of the proposed capital projects. This would require the general fund to reduce the amount of funds transferred to each fund and instead pay the associated debt service expense. To maintain the appropriate fund balance targets, while capitalizing on debt financing options, some capital projects will still need to be removed from the analysis. However, the City will be able to fund a larger portion of proposed capital projects by amortizing some larger projects over a longer period. This scenario assumes that fund transfers would likely cease in FY 2025 to pay the new debt service payments. This scenario assumes the City could support a \$4.65M bond for park projects in 2025 and a \$4.2M bond in 2029 for general CIP projects. This analysis does not identify the security for these bonds at this time. The bonding analysis assumes level debt service over 20 years based on an interest rate of four percent and cost of issuance of two percent.

TABLE 1.2: SCENARIO 2 CIP UNFUNDED PROJECTS

UNFUNDED PROJECTS	
☞ Reduce Park CIP Expense by \$20M	
○ Remove 2028 Indoor Recreation Space – \$2,631,864	
○ Remove 2030 Regional Park Completion - \$15,656,430	
○ Remove Approximately \$2M in Other Park Project Costs	
☞ Remove 2029 City Hall Expansion - \$6,842,845	

ILLUSTRATION OF FUND BALANCES





SECTION II: BASELINE ASSUMPTIONS

MODEL ASSUMPTIONS

This analysis has made several assumptions related to revenue and expenditure growth, as shown below. Primary assumptions include a ten percent increase in property tax revenues, assuming the City maintains the current tax levy, six percent growth in sales and use tax revenue and five percent growth in administrative charges. Historically, sales tax revenues have grown by eight percent from FY 2012 to FY 2020, with eight percent growth in overall general fund revenues. General expenditures are grown at five percent, with 13 percent growth in public works expense through FY 2026, and eight percent growth in public safety expenses. Historic growth in public works expenditures was 12.9 percent from FY 2012 to FY 2020, with 7.4 percent growth in public safety. Overall general fund expenses have grown by 9.6 percent over that same period.

TABLE 2.1: FINANCIAL PLAN REVENUE AND EXPENDITURE GROWTH RATE ASSUMPTIONS

ANNUAL ASSUMPTIONS	2022 BUDGET	2023	2024	2025	2026	2027	2028	2029	2030	2031
New Equivalent Residential Units per Year		120.00	120.00	120.00	120.00	75.00	75.00	75.00	75.00	75.00
Revenues										
New Property Tax Revenues (Revenue Increase)	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Personal Property Taxes	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Property Tax -Delinquent	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
General Sales and Use Tax	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%	6.00%
Franchise Tax	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Vehicle Tax	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Licenses & Permits	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Intergovernmental	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Charges for Service	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Administrative Charge	5.00%	5.00%	5.00%	5.00%	5.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Other Fees	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Other Revenue	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Court Fines	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Contributions (Excludes Fund Balance Contributions)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Interest Earnings	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
Expenditures										
General Expenditure Average Annual Growth Rate	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Public Works Expense	13.0%	13.0%	13.0%	13.0%	13.0%	6.0%	6.0%	6.0%	6.0%	6.0%
Public Safety Growth Rate	8.0%	8.0%	8.0%	8.0%	8.0%	6.0%	6.0%	6.0%	6.0%	6.0%

Growth in sales tax revenue is based on a conservative estimate using historic growth from 2012-2020. Future public works and public safety expenses are grown at a higher rate in the first five years to account for higher growth and the need for additional staffing. These growth rates are tempered in the later part of the model to reflect established levels of service and inflationary impacts. Impact fee revenues are also considered in this analysis (park and transportation). The analysis assumes a transportation impact fee \$887 and a park impact fee of \$4,500, multiplied by the number of new units per year, shown above.



SECTION III: BASELINE SCENARIO

The Baseline Scenario includes all proposed projects, with transfers from the general fund of any excess funds above the cash reserve policy. No new debt is contemplated in this scenario. The Baseline Scenario pro forma is shown below.

TABLE 3.1: BASELINE SCENARIO ANALYSIS – 100% CIP, NO NEW DEBT

	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
Total General Fund Revenues	\$4,409,410	\$4,706,977	\$4,555,413	\$4,847,148	\$5,165,392	\$5,494,122	\$5,853,125	\$6,246,167	\$6,675,907	\$7,147,253
General O&M Expenditures	(3,778,514)	(\$4,016,930)	(\$4,272,979)	(\$4,548,226)	(\$4,844,401)	(\$5,100,316)	(\$5,369,848)	(\$5,653,728)	(\$5,952,725)	(\$6,267,651)
Total Other	-	-	-	-	-	-	-	-	-	-
Debt Service Expense	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-
Net Revenue	630,896	690,047	282,434	298,921	320,991	393,807	483,277	592,439	723,181	879,601
Transfer to CIP Fund*	(500,000)	(500,000)	(300,000)	(100,000)	(100,000)	-	-	-	-	-
Transfer to Park Fund*	-	(200,000)	(100,000)	(100,000)	(100,000)	(300,000)	(350,000)	(400,000)	(600,000)	(700,000)
Bond Proceeds to Parks	-	-	-	-	-	-	-	-	-	-
Bond Proceeds to CIP	-	-	-	-	-	-	-	-	-	-
Restricted Funds	-	-	-	-	-	-	-	-	-	-
Reconciliation	-	-	-	-	-	-	-	-	-	-
Prior Year Unrestricted	1,552,116	1,683,013	1,673,059	1,555,493	1,654,414	1,775,406	1,869,212	2,002,489	2,194,928	2,318,109
General Fund Unrestricted Fund Balance	\$1,683,013	\$1,673,059	\$1,555,493	\$1,654,414	\$1,775,406	\$1,869,212	\$2,002,489	\$2,194,928	\$2,318,109	\$2,497,711
General Fund Reserve Balance as % of Revenue	38.17%	35.54%	34.15%	34.13%	34.37%	34.02%	34.21%	35.14%	34.72%	34.95%
General Fund Reserve Target Amount	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%

CIP Fund	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
CIP Fund Balance	\$1,095,500	\$864,195	\$1,309,635	\$993,543	\$1,238,983	\$1,300,222	\$1,075,448	(\$5,791,886)	(\$9,956,297)	(\$9,850,772)
CIP Fund Balance Target Amount	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Park Fund	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
Park Fund Balance	\$865,000	\$1,534,735	\$1,199,974	(\$5,251,906)	(\$5,543,862)	(\$5,230,284)	(\$7,174,647)	(\$6,642,433)	(\$21,553,510)	(\$21,940,005)
Park Fund Balance Target Amount	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000

*Reduction in transfers due to reduction in CARES funding.



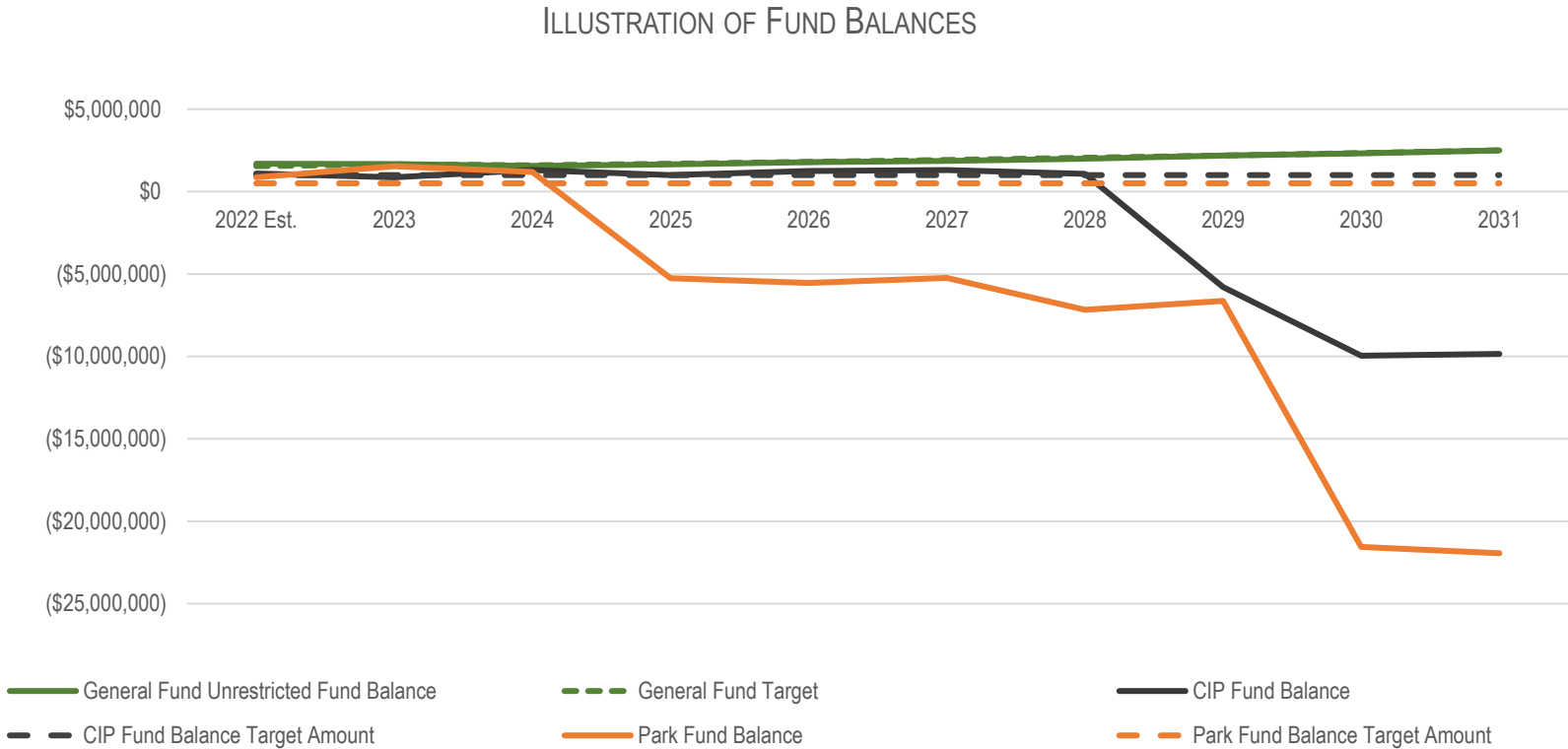
The proposed CIP under the Baseline Scenario is shown in **Table 3.2**.

TABLE 3.2: BASELINE CAPITAL IMPROVEMENT PROJECTS

DESCRIPTION	YEAR	COST	GENERAL FUND COST	CONSTRUCTION YEAR COST	2023	2024	2025	2026	2027	2028	2029	2030	2031
Transportation													
1200 West Completion	2023	5,110,000	511,000	552,698	552,698	-	-	-	-	-	-	-	-
1350 West Half Road	2023	287,000	287,000	310,419	310,419	-	-	-	-	-	-	-	-
Hollow Road Striping	2023	21,000	12,600	13,628	13,628	-	-	-	-	-	-	-	-
Sierra Dr Extension to 3200 South	2027	350,000	35,000	44,286	-	-	-	-	44,286	-	-	-	-
450 West Half Road Extension	2028	251,000	251,000	330,299	-	-	-	-	-	330,299	-	-	-
Firefly Park To 800 West Sidewalk	2029	190,000	95,000	130,014	-	-	-	-	-	-	130,014	-	-
Parks													
Elkhorn Park	2023	150,000	150,000	162,240	162,240	-	-	-	-	-	-	-	-
Firefly Park (Doesn't Include 1000 W Half Road)	2024	343,006	343,006	385,835	-	385,835	-	-	-	-	-	-	-
Nibley Meadows Park	2024	614,250	614,250	690,948	-	690,948	-	-	-	-	-	-	-
Nibley Farms/Recycle Site Park	2025	614,250	614,250	718,586	-	-	718,586	-	-	-	-	-	-
Regional Park Phase 1	2025	3,850,084	3,850,084	4,504,054	-	-	4,504,054	-	-	-	-	-	-
Ridgeline Park- City Park	2025	1,680,750	1,680,750	1,966,240	-	-	1,966,240	-	-	-	-	-	-
1000 W Half Road	2026	306,000	306,000	372,296	-	-	-	372,296	-	-	-	-	-
Anhder Park Parking Lot	2027	256,000	256,000	323,922	-	-	-	-	323,922	-	-	-	-
Indoor Recreation Space	2028	2,000,000	2,000,000	2,631,864	-	-	-	-	-	2,631,864	-	-	-
Mt Vista Park Improvements	2029	150,000	150,000	205,285	-	-	-	-	-	-	205,285	-	-
Regional Park- Remaining Phases (excluding indoor rec center)	2030	11,000,000	11,000,000	15,656,430	-	-	-	-	-	-	-	15,656,430	-
Public Works													
Public Works Land Acquisition	2025	480,000	480,000	561,532	-	-	561,532	-	-	-	-	-	-
City Hall Expansion	2029	5,000,000	5,000,000	6,842,845	-	-	-	-	-	-	6,842,845	-	-
Public Works Yard	2030	6,000,000	3,000,000	4,269,935	-	-	-	-	-	-	-	4,269,935	-
Trails													
Regional Park Connector Trail	2026	460,000	460,000	559,660	-	-	-	559,660	-	-	-	-	-
City Center Trail- South Section	2030	135,000	135,000	192,147	-	-	-	-	-	-	-	192,147	-
Nature Way Trail (2600 South)	2031	962,000	962,000	1,423,995	-	-	-	-	-	-	-	-	1,423,995
Total		\$40,210,340	\$30,635,940	\$42,849,157	\$1,038,985	\$1,076,782	\$7,750,411	\$931,956	\$368,208	\$2,962,162	\$7,178,145	\$20,118,512	\$1,423,995



Under the baseline scenario, the general fund can transfer funds to the CIP fund and park fund, but these transfers will not be sufficient to fund capital projects. As a result, the CIP fund balance and park fund balance dip below targeted amounts and into the negative. The CIP fund balance remains positive until Fiscal Year (FY) 2029, whereas the park fund plunges in 2025, due to the proposed capital projects.





SECTION IV: SCENARIO 1 - ADJUST CIP TO MAINTAIN TARGETS

Scenario 1 funds only projects that maintain targets, with transfers from the general fund of any excess funds to maintain the cash reserve policy. No new debt is contemplated in this scenario. The Scenario 1 pro forma is shown below.

TABLE 4.1: BASELINE SCENARIO ANALYSIS – 100% CIP, NO NEW DEBT

	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
Total General Fund Revenues	\$4,409,410	\$4,706,977	\$4,555,413	\$4,847,148	\$5,165,392	\$5,494,122	\$5,853,125	\$6,246,167	\$6,675,907	\$7,147,253
General O&M Expenditures	(3,778,514)	(\$4,016,930)	(\$4,272,979)	(\$4,548,226)	(\$4,844,401)	(\$5,100,316)	(\$5,369,848)	(\$5,653,728)	(\$5,952,725)	(\$6,267,651)
Total Other	-	-	-	-	-	-	-	-	-	-
Debt Service Expense	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-
Net Revenue	630,896	690,047	282,434	298,921	320,991	393,807	483,277	592,439	723,181	879,601
Transfer to CIP Fund*	(500,000)	(500,000)	(300,000)	(100,000)	(100,000)	-	-	-	-	-
Transfer to Park Fund*	-	(200,000)	(100,000)	(100,000)	(100,000)	(300,000)	(350,000)	(400,000)	(600,000)	(700,000)
Bond Proceeds to Parks	-	-	-	-	-	-	-	-	-	-
Bond Proceeds to CIP	-	-	-	-	-	-	-	-	-	-
Restricted Funds	-	-	-	-	-	-	-	-	-	-
Reconciliation	-	-	-	-	-	-	-	-	-	-
Prior Year Unrestricted	1,552,116	1,683,013	1,673,059	1,555,493	1,654,414	1,775,406	1,869,212	2,002,489	2,194,928	2,318,109
General Fund Unrestricted Fund Balance	\$1,683,013	\$1,673,059	\$1,555,493	\$1,654,414	\$1,775,406	\$1,869,212	\$2,002,489	\$2,194,928	\$2,318,109	\$2,497,711
General Fund Reserve Balance as % of Revenue	38.17%	35.54%	34.15%	34.13%	34.37%	34.02%	34.21%	35.14%	34.72%	34.95%
General Fund Reserve Target Amount	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%

*Reduction in transfers due to reduction in CARES funding.

CIP Fund										
	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
CIP Fund Balance	\$1,095,500	\$864,195	\$1,309,635	\$993,543	\$1,238,983	\$1,300,222	\$1,075,448	\$1,050,959	\$1,156,484	\$1,262,009
CIP Fund Balance Target Amount	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Park Fund										
	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
Park Fund Balance	\$865,000	\$1,534,735	\$1,199,974	\$1,218,388	\$944,707	\$1,596,378	\$96,071	\$629,727	\$1,384,526	\$1,018,799
Park Fund Balance Target Amount	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000



The proposed CIP under the Scenario 1 is shown in **Table 4.2**.

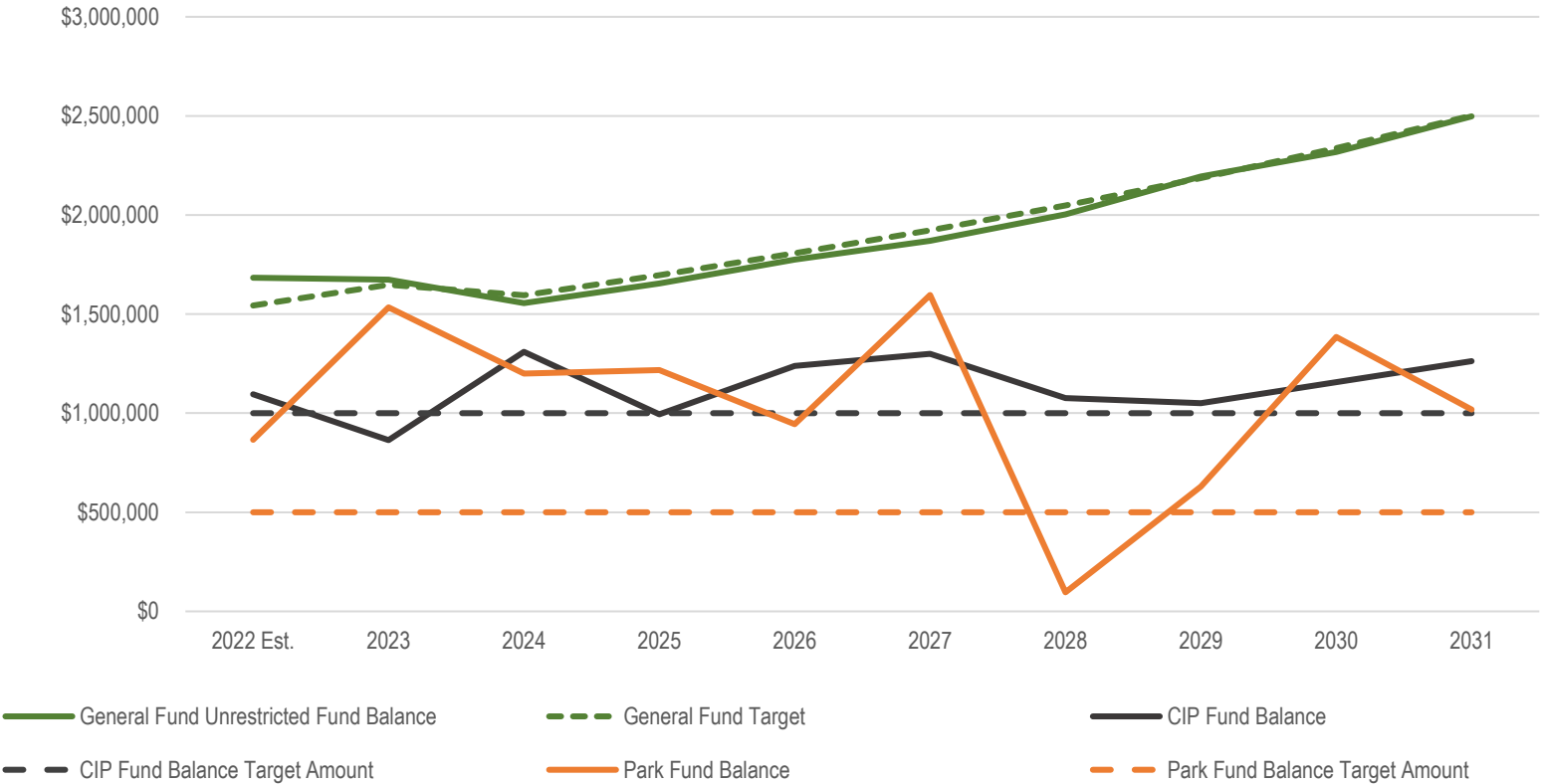
TABLE 4.2: BASELINE CAPITAL IMPROVEMENT PROJECTS

DESCRIPTION	YEAR	COST	GENERAL FUND COST	CONSTRUCTION YEAR COST	2023	2024	2025	2026	2027	2028	2029	2030	2031
Transportation													
1200 West Completion	2023	\$5,110,000	\$511,000	\$552,698	552,698	-	-	-	-	-	-	-	-
1350 West Half Road	2023	\$287,000	\$287,000	\$310,419	310,419	-	-	-	-	-	-	-	-
Hollow Road Striping	2023	\$21,000	\$12,600	\$13,628	13,628	-	-	-	-	-	-	-	-
Sierra Dr Extension to 3200 South	2027	\$350,000	\$35,000	\$44,286	-	-	-	-	44,286	-	-	-	-
450 West Half Road Extension	2028	\$251,000	\$251,000	\$330,299	-	-	-	-	-	330,299	-	-	-
Firefly Park To 800 West Sidewalk	2029	\$190,000	\$95,000	\$130,014	-	-	-	-	-	-	130,014	-	-
Parks													
Elkhorn Park	2023	\$150,000	\$150,000	\$162,240	162,240	-	-	-	-	-	-	-	-
Firefly Park (Doesn't Include 1000 W Half Road)	2024	\$343,006	\$343,006	\$385,835	-	385,835	-	-	-	-	-	-	-
Nibley Meadows Park	2024	\$614,250	\$614,250	\$690,948	-	690,948	-	-	-	-	-	-	-
Nibley Farms/Recycle Site Park	2025	\$614,250	\$614,250	\$718,586	-	-	718,586	-	-	-	-	-	-
Regional Park Phase 1	2025	\$3,850,084	\$3,850,084	-	-	-	-	-	-	-	-	-	-
Ridgeline Park- City Park	2028	\$1,680,750	\$1,680,750	\$2,211,752	-	-	-	-	-	2,211,752	-	-	-
1000 W Half Road	2026	\$306,000	\$306,000	\$372,296	-	-	-	372,296	-	-	-	-	-
Anhder Park Parking Lot	2027	\$256,000	\$256,000	-	-	-	-	-	-	-	-	-	-
Indoor Recreation Space	2028	\$2,000,000	\$2,000,000	-	-	-	-	-	-	-	-	-	-
Mt Vista Park Improvements	2029	\$150,000	\$150,000	\$205,285	-	-	-	-	-	-	205,285	-	-
Regional Park- Remaining Phases (excluding indoor rec center)	2030	\$11,000,000	\$11,000,000	-	-	-	-	-	-	-	-	-	-
Public Works													
Public Works Land Acquisition	2025	\$480,000	\$480,000	\$561,532	-	-	561,532	-	-	-	-	-	-
City Hall Expansion	2029	\$5,000,000	\$5,000,000	-	-	-	-	-	-	-	-	-	-
Public Works Yard	2030	\$6,000,000	\$3,000,000	-	-	-	-	-	-	-	-	-	-
Trails													
Regional Park Connector Trail	2026	\$460,000	\$460,000	\$559,660	-	-	-	559,660	-	-	-	-	-
City Center Trail- South Section	2030	\$135,000	\$135,000	\$192,147	-	-	-	-	-	-	-	192,147	-
Nature Way Trail (2600 South)	2031	\$962,000	\$962,000	\$1,423,995	-	-	-	-	-	-	-	-	1,423,995
Total		\$40,210,340	\$30,635,940	\$8,865,620	\$1,038,985	\$1,076,782	\$1,280,118	\$931,956	\$44,286	\$2,542,051	\$335,299	\$192,147	\$1,423,995



Under Scenario 1, the general fund can transfer funds to the CIP fund and park fund, but these transfers will not be sufficient to fund capital projects without new revenues or bonding. As a result, the City will need to remove a substantial portion of the proposed capital projects, as shown in **Table 4.2**. This analysis shows the City will be able to fund nearly \$9M in projects with projected revenues. While fund balances dip below targets, trends show a rebound in subsequent years. This scenario may also result in a delay in capital projects, specifically park related projects.

ILLUSTRATION OF FUND BALANCES





SECTION V: SCENARIO 2 – NEW DEBT AND ADJUST CIP TO MAINTAIN TARGETS

Scenario 2 assumes the City will fund only projects that maintain targets, with transfers from the general fund of any funds in excess of the cash reserve policy, while utilizing debt to increase the amount of projects that could be construction. The Scenario 2 pro forma is shown below.

TABLE 5.1: BASELINE SCENARIO ANALYSIS – 100% CIP, NO NEW DEBT

	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
Total General Fund Revenues	\$4,409,410	\$4,706,977	\$4,555,413	\$4,847,148	\$5,165,392	\$5,494,122	\$5,853,125	\$6,246,167	\$6,675,907	\$7,147,253
General O&M Expenditures	(3,778,514)	(\$4,016,930)	(\$4,272,979)	(\$4,548,226)	(\$4,844,401)	(\$5,100,316)	(\$5,369,848)	(\$5,653,728)	(\$5,952,725)	(\$6,267,651)
Total Other	-	-	-	-	-	-	-	-	-	-
Debt Service Expense	-	-	-	-	(348,998)	(348,998)	(348,998)	(348,998)	(664,222)	(664,222)
Bond Proceeds	-	-	-	4,650,000	-	-	-	4,200,000	-	-
Net Revenue	630,896	690,047	282,434	4,948,921	(28,007)	44,808	134,279	4,443,441	58,959	215,379
Transfer to CIP Fund	(500,000)	(500,000)	(300,000)	(100,000)	-	-	-	-	-	-
Transfer to Park Fund	-	(200,000)	(100,000)	-	-	-	-	-	-	-
Bond Proceeds to Parks	-	-	-	(4,650,000)	-	-	-	-	-	-
Bond Proceeds to CIP	-	-	-	-	-	-	-	(4,200,000)	-	-
Restricted Funds	-	-	-	-	-	-	-	-	-	-
Reconciliation	-	-	-	-	-	-	-	-	-	-
Prior Year Unrestricted	1,552,116	1,683,013	1,673,059	1,555,493	1,754,414	1,726,407	1,771,216	1,905,494	2,148,935	2,207,894
General Fund Unrestricted Fund Balance	\$1,683,013	\$1,673,059	\$1,555,493	\$1,754,414	\$1,726,407	\$1,771,216	\$1,905,494	\$2,148,935	\$2,207,894	\$2,423,273
General Fund Reserve Balance as % of Revenue	38.17%	35.54%	34.15%	36.19%	33.42%	32.24%	32.56%	34.40%	33.07%	33.90%
General Fund Reserve Target Amount	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%

CIP Fund										
	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
CIP Fund Balance	\$1,095,500	\$864,195	\$1,309,635	\$993,543	\$1,138,983	\$1,200,222	\$975,448	\$5,150,959	\$986,548	\$1,092,073
CIP Fund Balance Target Amount	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000

Park Fund										
	16	17	18	19	20	21	22	23	24	25
	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
Park Fund Balance	\$865,000	\$1,534,735	\$1,199,974	\$1,264,334	\$891,343	\$918,291	\$1,269,566	\$1,420,824	\$1,587,489	\$524,806
Park Fund Balance Target Amount	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000



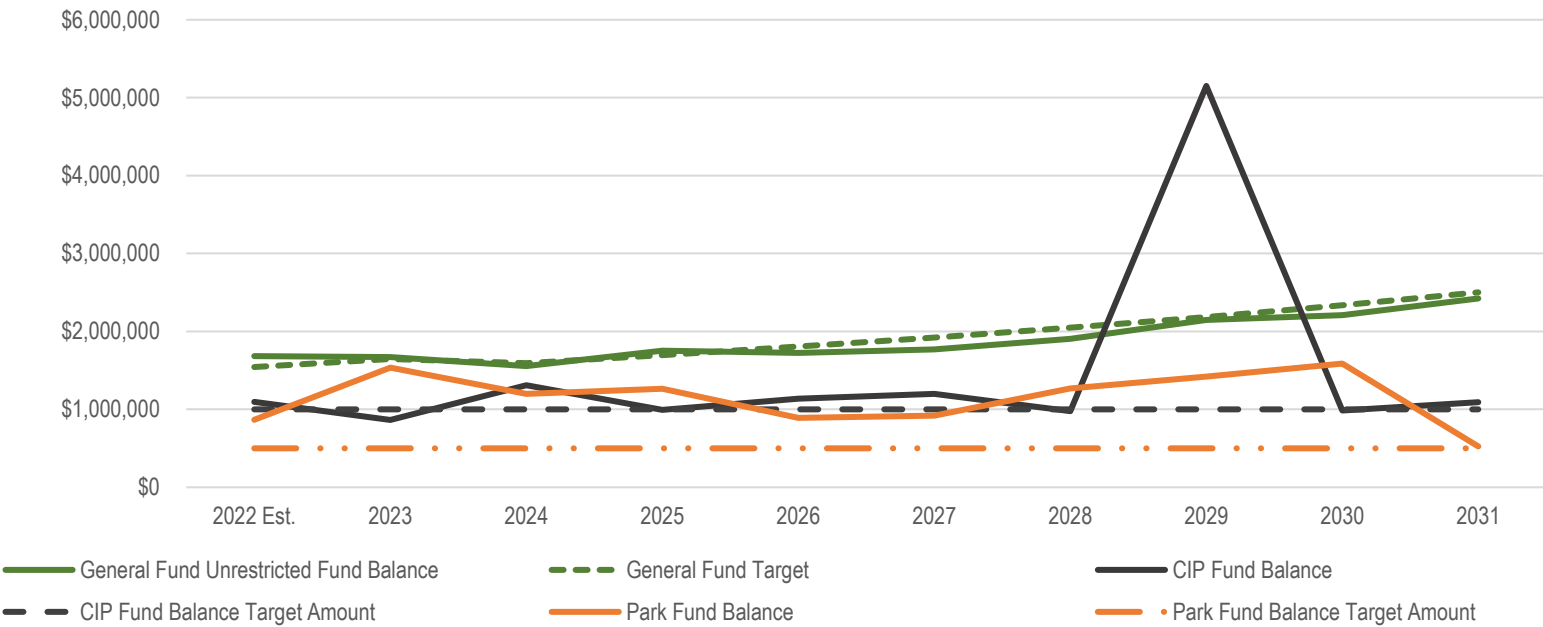
The proposed CIP under the Scenario 2 is shown in **Table 5.2**.

TABLE 4.2: BASELINE CAPITAL IMPROVEMENT PROJECTS

DESCRIPTION	YEAR	COST	GENERAL FUND COST	CONSTRUCTION YEAR COST	2023	2024	2025	2026	2027	2028	2029	2030	2031
Transportation													
1200 West Completion	2023	\$5,110,000	\$511,000	\$552,698	552,698	-	-	-	-	-	-	-	-
1350 West Half Road	2023	\$287,000	\$287,000	\$310,419	310,419	-	-	-	-	-	-	-	-
Hollow Road Striping	2023	\$21,000	\$12,600	\$13,628	13,628	-	-	-	-	-	-	-	-
Sierra Dr Extension to 3200 South	2027	\$350,000	\$35,000	\$44,286	-	-	-	-	44,286	-	-	-	-
450 West Half Road Extension	2028	\$251,000	\$251,000	\$330,299	-	-	-	-	-	330,299	-	-	-
Firefly Park To 800 West Sidewalk	2029	\$190,000	\$95,000	\$130,014	-	-	-	-	-	-	130,014	-	-
Parks													
Elkhorn Park	2023	\$150,000	\$150,000	\$162,240	162,240	-	-	-	-	-	-	-	-
Firefly Park (Doesn't Include 1000 W Half Road)	2024	\$343,006	\$343,006	\$385,835	-	385,835	-	-	-	-	-	-	-
Nibley Meadows Park	2024	\$614,250	\$614,250	\$690,948	-	690,948	-	-	-	-	-	-	-
Nibley Farms/Recycle Site Park	2025	\$614,250	\$614,250	\$718,586	-	-	718,586	-	-	-	-	-	-
Regional Park Phase 1	2025	\$3,850,084	\$3,850,084	\$4,504,054	-	-	-	-	-	-	-	-	-
Ridgeline Park- City Park	2025	\$1,680,750	\$1,680,750	-	-	-	-	-	-	-	-	-	-
1000 W Half Road	2026	\$306,000	\$306,000	\$372,296	-	-	-	372,296	-	-	-	-	-
Anhder Park Parking Lot	2027	\$256,000	\$256,000	\$323,922	-	-	-	-	323,922	-	-	-	-
Indoor Recreation Space	2028	\$2,000,000	\$2,000,000	-	-	-	-	-	-	-	-	-	-
Mt Vista Park Improvements	2029	\$150,000	\$150,000	\$205,285	-	-	-	-	-	-	205,285	-	-
Regional Park- Remaining Phases (excluding indoor rec center)	2030	\$11,000,000	\$11,000,000	-	-	-	-	-	-	-	-	-	-
Public Works													
Public Works Land Acquisition	2025	\$480,000	\$480,000	\$561,532	-	-	561,532	-	-	-	-	-	-
City Hall Expansion	2029	\$5,000,000	\$5,000,000	-	-	-	-	-	-	-	-	-	-
Public Works Yard	2030	\$6,000,000	\$3,000,000	\$4,269,935	-	-	-	-	-	-	-	-	-
Trails													
Regional Park Connector Trail	2026	\$460,000	\$460,000	\$559,660	-	-	-	559,660	-	-	-	-	-
City Center Trail- South Section	2030	\$135,000	\$135,000	\$192,147	-	-	-	-	-	-	-	192,147	-
Nature Way Trail (2600 South)	2031	\$962,000	\$962,000	\$1,423,995	-	-	-	-	-	-	-	-	1,423,995
Total		\$40,210,340	\$30,635,940	\$15,751,779	\$1,038,985	\$1,076,782	\$5,784,172	\$931,956	\$368,208	\$330,299	\$335,299	\$4,462,083	\$1,423,995

Under Scenario 2, fund transfers would likely cease in FY 2025 to pay the new debt service payments. Scenario 2 also assumes the City will utilize debt financing to build projects, which will allow the City to fund a larger portion of proposed capital projects by amortizing some larger projects over a longer period. This scenario assumes the City could support a \$4.65M bond for park projects in 2025 and a \$4.2M bond 2029 for general CIP projects. The bonding analysis assumes level debt service over 20 years based on an interest rate of four percent and cost of issuance of two percent. This analysis does not identify the security for these bonds at this time. However, debt financing will not bridge 100 percent of the funding gap. As a result, the City will need to remove a portion of the proposed capital projects, as shown in **Table 5.2**. This analysis shows the City will be able to fund approximately \$16M in projects with projected revenues. While fund balances dip below targets, trends show a rebound in subsequent years, as shown below. It also important to note that this analysis removes several park projects to ensure sustainability. The actual projects that may be delayed or postponed will be subject to legislative priorities and developer agreements. In order to achieve the target fund balances, the City will need to remove the equivalent of the Indoor Recreation Space (\$2,631,864), the Regional Park Completion (\$15,656,430) and approximately \$2M in other park project costs, as well as the future City Hall Expansion.

ILLUSTRATION OF FUND BALANCES





APPENDIX A: DETAILED PRO FORMAS

Nibley General Fund CFSP
Preliminary Scenario Analysis : Scenario 1 (No New Debt)
Pro Forma

[illegible]

General Fund

	2022 Est.	2023	2024	2025	2026	2027	2028	2029	2030	2031
Revenues										
Property Taxes	672,369	788,124	903,210	1,033,072	1,180,249	1,346,418	1,533,903	1,745,776	1,984,127	2,253,013
New Growth Revenues	29,237	32,842	36,132	39,737	43,717	48,091	52,898	58,197	64,009	70,412
RDA Expiration (New GF Revenues)	-	-	-	-	-	-	-	-	-	-
Potential Property Tax Increase	86,519	82,097	93,934	107,281	122,397	139,451	158,680	180,397	204,814	232,342
Calculated General Property Taxes	788,124	903,062	1,033,276	1,180,090	1,346,363	1,533,960	1,745,481	1,984,371	2,252,950	2,555,767
General Property Tax	737,350	903,062	1,033,276	1,180,090	1,346,363	1,533,960	1,745,481	1,984,371	2,252,950	2,555,767
Personal Property	-	-	-	-	-	-	-	-	-	-
Property Tax -Delinquent	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
General Sales and Use Taxes	977,738	1,036,402	1,098,586	1,164,501	1,234,372	1,308,434	1,386,940	1,470,156	1,558,366	1,651,868
Electricity Franchise Taxes	137,922	140,680	143,494	146,364	149,291	152,277	155,322	158,429	161,597	164,829
Telecom Franchise Taxes	15,283	15,589	15,900	16,218	16,543	16,874	17,211	17,555	17,906	18,265
Gas Franchise Taxes	93,937	95,816	97,732	99,687	101,680	103,714	105,788	107,904	110,062	112,263
Cable Franchise Taxes	25,000	25,500	26,010	26,530	27,061	27,602	28,154	28,717	29,291	29,877
Vehicle Taxes	24,380	24,868	25,365	25,872	26,390	26,918	27,456	28,005	28,565	29,137
CVTD (Pass Through)	-	-	-	-	-	-	-	-	-	-
Taxes	2,021,610	2,251,917	2,450,364	2,669,263	2,911,699	3,179,778	3,476,352	3,805,138	4,168,738	4,572,006
Licenses & Permits	200,000	204,000	208,080	212,242	216,486	220,816	225,232	229,737	234,332	239,019
Intergovernmental	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
Charges for Service	857,000	882,710	909,191	936,467	964,561	993,498	1,023,303	1,054,002	1,085,622	1,118,191
Court Fines	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000
Miscellaneous	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000	67,000
Covid Cares Act	420,000	420,000	-	-	-	-	-	-	-	-
Recreation	68,800	68,800	68,800	68,800	68,800	68,800	68,800	68,800	68,800	68,800
Transfers (Appropriation of Fund Balance & First Responder)	-	-	-	-	-	-	-	-	-	-
Administrative Charges	751,000	788,550	827,978	869,376	912,845	940,231	968,437	997,491	1,027,415	1,058,238
Total General Fund Revenues	\$4,409,410	\$4,706,977	\$4,555,413	\$4,847,148	\$5,165,392	\$5,494,122	\$5,853,125	\$6,246,167	\$6,675,907	\$7,147,253
Total Revenue % Growth	-1.8%	6.7%	-3.2%	6.4%	6.6%	6.4%	6.5%	6.7%	6.9%	7.1%
Expenditures										
Administration	(629,000)	(660,450)	(693,473)	(728,146)	(764,553)	(802,781)	(842,920)	(885,066)	(929,319)	(975,785)
City Council	(51,000)	(53,550)	(56,228)	(59,039)	(61,991)	(65,090)	(68,345)	(71,762)	(75,350)	(79,118)
Court	-	-	-	-	-	-	-	-	-	-
Elections	(10,000)	(10,500)	(11,025)	(11,576)	(12,155)	(12,763)	(13,401)	(14,071)	(14,775)	(15,513)
Non-Departmental	(219,364)	(230,332)	(241,848)	(253,941)	(266,638)	(279,970)	(293,968)	(308,667)	(324,100)	(340,305)
Covid Cares Act	-	-	-	-	-	-	-	-	-	-
Public Safety	(481,700)	(520,236)	(561,855)	(606,803)	(655,348)	(694,668)	(736,348)	(780,529)	(827,361)	(877,003)
Streets	(288,000)	(302,400)	(317,520)	(333,396)	(350,066)	(367,569)	(385,948)	(405,245)	(425,507)	(446,783)
Sanitation	(552,000)	(579,600)	(608,580)	(639,009)	(670,959)	(704,507)	(739,733)	(776,719)	(815,555)	(856,333)
Planning & Building	(335,500)	(352,275)	(369,889)	(388,383)	(407,802)	(428,192)	(449,602)	(472,082)	(495,686)	(520,471)
Parks	(456,000)	(478,800)	(502,740)	(527,877)	(554,271)	(581,984)	(611,084)	(641,638)	(673,720)	(707,406)
Community Development & Recreation	(317,950)	(333,848)	(350,540)	(368,067)	(386,470)	(405,794)	(426,083)	(447,638)	(469,757)	(493,245)
Public Works	(438,000)	(494,940)	(559,282)	(631,989)	(714,147)	(756,996)	(802,416)	(850,561)	(901,595)	(955,690)
New O&M Expenses	-	-	-	-	-	-	-	-	-	-
General O&M Expenditures	(3,778,514)	(\$4,016,930)	(\$4,272,979)	(\$4,548,226)	(\$4,844,401)	(\$5,100,316)	(\$5,369,848)	(\$5,653,728)	(\$5,952,725)	(\$6,267,651)
Total Other	-	-	-	-	-	-	-	-	-	-
Debt Service Expense	-	-	-	-	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-	-	-
Net Revenue	630,896	690,047	282,434	298,921	320,991	393,807	483,277	592,439	723,181	879,601
Transfer to CIP Fund	(500,000)	(500,000)	(300,000)	(100,000)	(100,000)	-	-	-	-	-
Transfer to Park Fund	-	(200,000)	(100,000)	(100,000)	(100,000)	(300,000)	(350,000)	(400,000)	(600,000)	(700,000)
Bond Proceeds to Parks	-	-	-	-	-	-	-	-	-	-
Bond Proceeds to CIP	-	-	-	-	-	-	-	-	-	-
Restricted Funds	-	-	-	-	-	-	-	-	-	-
Reconciliation	-	-	-	-	-	-	-	-	-	-
Prior Year Unrestricted	1,552,116	1,683,013	1,673,059	1,555,493	1,654,414	1,775,406	1,869,212	2,002,489	2,194,928	2,318,109
General Fund Unrestricted Fund Balance	\$1,683,013	\$1,673,059	\$1,555,493	\$1,654,414	\$1,775,406	\$1,869,212	\$2,002,489	\$2,194,928	\$2,318,109	\$2,497,711
General Fund Reserve Balance as % of Revenue	38.17%	35.54%	34.15%	34.13%	34.37%	34.02%	34.21%	35.14%	34.72%	34.95%
General Fund Reserve Target Amount	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%	35.00%

[illegible][illegible]

APPENDIX B: PROJECT DESCRIPTIONS

PUBLIC WORKS

- ☐ Public Works Land Acquisition: Purchase 5 acres of undeveloped land for public works facility.
- ☐ Public Works Yard: Construction of a new larger Public works facility to accommodate expanded operations.
- ☐ City Hall Expansion: An expansion of the existing City Hall building to accommodate additional employee workspace and storage.

PARKS

- ☐ Elkhorn Park: Reconstruction of the existing parking lot, power upgrade to the existing pavilion, reconstruction of the ball field with restoration of sprinkler system in the same area and new playground with fall protection to replace the existing playground.
- ☐ Firefly Park: Construction of new restroom on the west side of the park, installation of educational signs around the park, construction of chain link fence along the west and north sides, installation of bird blinds and a small amphitheater and baseball foul ball net.
- ☐ Regional Park Phase 1: Expansion of 640 West along the phase 1 boundary including an 8' wide trail on the west side of the road, construction of the parking area for phase 1. Construction of two baseball fields with fencing, backstop, covered dugout and bleachers. Installation of a restroom building and small playground. Construction of two multiuse fields with sprinklers and sod.

TRANSPORTATION

- ☐ 1200 West Completion: Construction of 1200 West from 2980 South to 2200 South per master planned roadway section with 10' trail on the west side. This includes a roundabout at 2600 South.
- ☐ 1000 West Half Road Extension: Construction of half the roadway on 1000 West along the West side of Firefly Park. This would happen when Firefly Estates develops the other half of the roadway as part of their subdivision. This project is for roadway, curb and gutter, sidewalk, storm drain and landscaping for approximately 500'.
- ☐ 450 West Half Road Extension: Construction of half the roadway on 450 West from 3800 South to Meadow View Ln if this area is developed. This project is for roadway, curb and gutter, sidewalk and landscaping for approximately 320'.
- ☐ Hollow Road Striping: This project is for striping Hollow road for advisory bike lanes and installing applicable traffic signs.
- ☐ 3200 South Sidewalk Completion: This project is for construction of a 5' sidewalk on the south side of 3200 South to fill in gaps to complete the sidewalk entirely on this side of the road. The project would start around 1200 West and continue to 800 W minus any sidewalk installed by the proposed Nibley Meadows Subdivision. The approximate length is 2,243'.
- ☐ Firefly Park to 800 West Sidewalk: This project is for a 5' sidewalk along the south side of 2200 South from Firefly Park to 800 West. This would include 18' of Right of Way acquisition from 3 properties. The approximate length is 650'.
- ☐ City Center Trail- South Section: This project is for the construction of a 5' concrete sidewalk from the end of the Cottages subdivision north along the canal to 3400 S.
- ☐ Nature Way Trail: This project is for the construction of a 10' concrete sidewalk along the north side of 2600 South from the railroad tracks to Highway 165. The approximate length is 3,611'.
- ☐ 4000 South Trail: This project is for construction of a 10' concrete sidewalk along 4000 South from 250 West to 640 West and then north to the park property. The approximate length is 3,294'.
- ☐ Regional Park Connector Trail: This project is for construction of a 10' concrete sidewalk along the west side of 640 West from the Scott Farm subdivision to the park property. This includes the sidewalk and the piping of the canal so the sidewalk could be put in.
- ☐ Anhder Parking Lot: This project is for construction of a parking lot on the east side of Anhder Park.
- ☐ 1350 West Half Road Extension: Construction of half the roadway on 1350 West from 3300 South to 3400 South along the east side of the recycle site. This project is for roadway, curb and gutter, sidewalk and landscaping for approximately 620'.

Agenda Item #7

Description	Discussion & Consideration – Resolution 22-09: Establishing a Cooperative Policy & List for Non-Municipal Entities (Second Reading)
Presenter	Chad Wright, Nibley City Recreation Director
Recommendation	Move to approve Resolution 22-09: Establishing a Cooperative Community Partnership Policy & List for Non-Municipal Entities.
Reviewed By	Mayor, City Manager, Recreation Director

Background:

City staff frequently receive requests to work with and or partner with auxiliary city organizations and other outside groups requesting staff time and city facilities for their use. Staff believe that we can better serve our citizens, while also supporting the larger community by partnering with organizations for a mutual benefit. Our community has benefited from expanded facility use, volunteer support, and community opportunities beyond staff resources through community partners. We also believe that careful consideration should be given to all organizations interested in benefiting our community that may wish to be added to a pre-approved list of community partners.

However, partnerships require an outlay of resources that are supported by tax dollars, and our objective is to establish a policy with general terms, conditions, and arrangements of City support available to community partners that contribute to the vision, values, goals, and priorities of Nibley City. With an established policy we are able to expedite action, and mutual support from community partners that have been evaluated and pre-approved by the Nibley City Council and staff.

City staff also feel that it is important that the process for re-evaluating the list of community partners be established to help us adjust partnerships and arrangements to work towards meeting any change in Nibley City goals and priorities.

RESOLUTION 22-09

A RESOLUTION ADOPTING A COMMUNITY PARTNERSHIP POLICY FOR AUXILIARY ORGANIZATIONS AND OTHERS WITH NIBLEY CITY, UTAH

WHEREAS, Nibley City and its citizens have opportunities to experience mutually beneficial relationships with community partners and outside organizations, and

WHEREAS, the City desires to establish a policy on how city staff support and interact with these organizations.

NOW THEREFORE, be it resolved by the Nibley City Council, as follows:

1. The attached document, entitled “Nibley City Community Partnership Policy” is adopted and incorporated by reference.
2. The policy shall become effective upon passage of the resolution.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____, 2022.

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder



Community Partnership Policy Nibley City Corporation

Effective Date: _____

Overview

Nibley City can better serve its citizens, while also supporting the larger community by partnering with organizations for a mutual benefit. Consideration should be given to all organizations interested in benefiting our community.

Policy

Whereas partnerships require an outlay of resources that are supported by tax dollars. Nibley City establishes this policy to outline the general terms, conditions, and arrangements of City support of community partners that contribute to the vision, values, goals, and priorities of Nibley City. The purpose of this policy is to outline the arrangements to expedite action and mutual support from community partners that have been evaluated and pre-approved by the Nibley City Council and staff. While some community organizations give more than they receive it is important that Nibley City offer them valued support to expand their reach and multiply the benefits to our community and the community at large.

Unique Relationships Eligible for Community Partner Status

1. Interlocal Agreements Merit Level 1 Partnerships

All interlocal agreements entered into by Nibley City and other organizations merit the benefits outlined in the agreement and Level 1 partnership benefits as applicable including but not limited to:

- 1.1. The Cache County School District their schools and affiliated parent organizations, teams, and clubs
- 1.2. Thomas Edison Charter School South Campus
- 1.3. Mountain Peak Volleyball

2. Associated Government Organization: Merit Level 1 Partnerships

- 2.1. Nibley City citizens benefit from the services of local cities, Cache County, Cache County Trails Association, Cache County Sheriff, Bear River Health Department, Bear River Association of Governments, BPAC: Bicycle and Pedestrian Advisory Committee, CVTD: Cache Valley Transit District, Utah State University including its extension services, and other State and Federal entities.
- 2.2. Special services that are financially supported by Nibley City by agreement including the Hyrum Senior Center, Hyrum Library, Hyrum Museum and Elite Hall, Hyrum City Fire, and the Nibley Millville Cemetery District

3. Nibley City Auxiliary Organizations: Merit Level 1 partnership benefits

Other Nibley organization that are supported by city funds include the following:

- 3.1. Nibley Parks and Recreation Advisory Committee and Friends Group, Nibley Children's Theatre, Nibley Youth Council, and Nibley Royalty

4. Staff Affiliated Organizations: Merit Level 1 partnership benefits

- 4.1. Associations and Organizations that staff are members of that relate to their specific job duties

5. **Other Organizations: Merit Level 1** partnership benefits

These organizations offer a significant benefit to our community in offering service opportunities, and in expanding educational and recreational opportunities to members of our community:

5.1. Cache Wildlife Association, The Stokes Nature Center, Nordic United, B.L.U.E Crew Services organization, National Wildlife Federation,

6. **Special Interest organizations and Clubs: Merit Level 2** partnership benefits

As long as these organizations allow membership to all (including Nibley residents), and they in exchange offer a community wide benefit like contributing in a Nibley City event as a presenter, or offering a community event in Nibley City, they may be considered a partner.

6.1. Cache Quilters, Cache Fiber Arts, Cache Valley Cruise-In Car Club

7. **Promotional Support Partners: Merit Level 3** partnership benefits

Many of these partners offer an educational or a recreational experience and often participate in or help to promote our events and programs. Many also provide significant prize donations for events and programs. Others offer special services to members of our community in need.

7.1. The Family Place, CAPSA: Community Abuse Prevention Services Agency, The United Way, The Boy Scouts and Cub Scouts of America, Girl Scouts, The American West Heritage Center, Zootah Zoo, Malouf Foundation, The American Festival Chorus and Orchestra, Cache Valley Cowboy Rendezvous, Sons of the Utah Pioneers, Daughters of the Utah Pioneers. Youth recreation programs and camps affiliated with Ridgeline High School.

8. **Community Partnership Levels**

8.1. **LEVEL 1 Full Support**

8.1.1. Financial support through the Nibley City Budget as applicable

8.1.2. Use of indoor and outdoor Nibley City Facilities at no charge on a first come first serve basis second only in priority to official Nibley City public meetings, staff meetings, and or city events and programs that are scheduled

8.1.3. Inclusion in the Nibley City Newsletter when appropriate (limited by available space)

8.1.4. Inclusion on the Nibley City Website if applicable

8.1.5. Option to post to Nibley City flyer boards if space is available

8.1.6. Inclusion on the Nibley City Social Media Platforms

When content is provided to Nibley City for the post including an image file and or an option to share their social media post.

8.1.7. Event support by City Staff when approved by the City Manager and the appropriate Department Head

8.2. **LEVEL 2 Organizational Support**

8.2.1. Use of indoor and outdoor Nibley City Facilities at no charge (deposits may apply) on a first come first serve basis second only in priority to official Nibley City public meetings, staff meetings, and or city events and programs, or Level 1 Full Support Partners that are scheduled, so long as the facility use is during NON-peak hours as determined by the City Manager.

8.3. **LEVEL 3 Promotional Support**

8.3.1. Inclusion on Nibley City Social Media Platforms

When content is provided to Nibley City for the post including an image file and or an option to share the partners social media post(s)

9. **Sponsorship Situations:**

Business and or other organizations may arrange to offer financial support (typically for an event or program) for the promotion of their organization at a given event or program, or through other Nibley City information sources as negotiated. **These do NOT fall under the Community Partnership Policy** and are negotiated separately by the Nibley City Recreation Director. Financial or In-Kind Donations in exchange for facility use must be equal to or exceeding the rental cost of the facility. The terms of significant sponsorship donations over \$5000 must be approved by the Nibley City Manager prior to offering promotional services or allowing the use of facilities in exchange for the sponsorship.

10. Policy Revision Process:

It is anticipated that this policy will require revision and that the list of community partners will change and expand as our community and Cache Valley Grow. An annual review by staff and City Council is anticipated, however, in a special circumstance staff and or Mayor/City Council may request a revision to this policy for an existing or proposed community partner. A majority vote by City Council is required to update this policy.

11. Disclaimer

Any arrangement or agreement either prohibited or outlined more clearly in a Federal, State, or City law and or ordinances supersedes this policy.

12. Prohibited Partnerships: the following do NOT qualify for COMMUNITY PARTNERSHIP benefits

- 12.1.1. Political candidates or political parties for the purpose of campaigning.
- 12.1.2. Any organization political or otherwise that discriminates based on race, gender or other protected class
- 12.1.3. Any organization that supports the exclusion of those in a protected class or is for the purpose of moving forward a political agenda or cause.
- 12.1.4. Partnerships that constitute a conflict of interest for Nibley City employees or public officials.
- 12.1.5. A fundraiser for a single individual or family.
- 12.1.6. For profit businesses, except when a sponsorship arrangement or contract is created.

Agenda Item #8

Description	Discussion & Consideration – Ordinance 22-04: Amending Administrative Procedures, Nibley City Code (NCC) 1.10 Mayor and City Council and 1.14 Officers and Employees (Second Reading)
Presenter	Mayor Jacobsen
Recommendation	Move to approve Ordinance 22-04: Amending Administrative Procedures, Nibley City Code (NCC) 1.10 Mayor and City Council and 1.14 Officers and Employees.
Reviewed By	Mayor, City Manager, City Recorder

Background:

The Council recently asked that we look at making NCC 1.10 Mayor and City Council consistent with NCC 1.12 City Manager. This involves reconciling the responsibilities of the Mayor with the responsibilities of the City Manager. In addition, the suggested edits make the required Agenda noticing consistent within the ordinance, consistent with current practice adopted by Resolution, and consistent with Utah Code. There are also suggested changes to NCC 1.14 Officers and Employees to make it consistent with NCC 1.12.

UPDATE: A clean copy of NCC 1.10 Mayor and City Council and NCC 1.14 has been provided to the Council:

- #8.2--NCC 1.10 Mayor and City Council (O22-04) draft 4 March_RAP (Clean)
- #8.3--NCC 1.14 Officers and Employees draft 4 March (Clean)
- #8.4--NCC 1.10 Mayor and City Council (O22-04) draft 4 March_RAP
- #8.5-- CC 1.14 Officers and Employees draft 4 March

ORDINANCE 22-06

**AMENDING ADMINISTRATIVE PROCEDURES, NIBLEY CITY CODE (NCC) 1.10 MAYOR
AND CITY COUNCIL AND 1.14 OFFICERS AND EMPLOYEES**

WHEREAS, Nibley City follows laws set forth by Utah State Code in regard to employees of the city and administrative procedures and practices; and

WHEREAS, NCC 1.10 and 1.14 need to be amended to reflect and align with Utah State Code and current Nibley City practices, and

WHEREAS, the Nibley City Council wishes to clarify some administrative procedures and practices, and

WHEREAS, the Nibley City Council desires to simplify, clarify, and omit redundancy in NCC 1.10 and 1.14.

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

1. The attached amendments to the referenced Nibley City Code section 1.10 be changed.
2. The attached amendments to the referenced Nibley City Code sections 1.14.20 be changed.
3. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2022.

Larry Jacobsen, Mayor

ATTEST: _____

Cheryl Bodily, City Recorder

1.10 Mayor And City Council

1.10.010 Eligibility And Residency Requirements

- A. A person filing a declaration of candidacy for a city office shall:
 - 1. Have been a resident of the city for at least one year immediately before the date of the election; and
 - 2. Meet the other requirements of Utah Code § 20A-9-203.
- B. A person living in an area annexed to the city meets the residency requirement of this section if that person resided within the area annexed to the city for at least one year before the date of the election.
- C. Any person elected to city office shall be a registered voter in the city.
- D. Each elected officer of the city shall maintain residency within the boundaries of the city during his term of office.
- E. If an elected officer of the city establishes his principal place of residence as provided in Utah Code § 20A-2-105 outside of the city during his term of office, the office is automatically vacant.
- F. If an elected city officer is absent from the city any time during his term of office for a continuous period of more than sixty (60) days without the consent of the city council, the city office is automatically vacant.

1.10.020 Membership; Terms

- A. The governing body shall be a council of six (6) persons, one of whom shall be the mayor and the remaining five (5) shall be council members.
- B. The election and terms of office of the officers shall be as follows:
 - 1. The offices of mayor and two (2) council members shall be filled in municipal elections held in 1977. The terms shall be for four (4) years. These offices shall be filled every four (4) years in municipal elections.
 - 2. The offices of the other three (3) council members shall be filled in a municipal election held in 1979. The terms shall be for four (4) years. These offices shall be filled every four (4) years in municipal elections.
 - 3. The offices shall be filled in at-large elections which shall be held at the time and the manner provided for electing municipal officers.
- C. Mayor or city council vacancies shall be filled as provided in Utah Code § 20A-1-510.

1.10.030 Mayor As Member Of City Council

- A. The mayor shall be the chairperson and preside at the meetings of the city council. In the absence of the mayor or because of his inability or refusal to act, the city council may elect a member of the city council to preside over the meeting as mayor pro tempore, who shall have all the powers and duties of the mayor during his absence or disability. The election of a mayor pro tempore shall be entered in the minutes of the meeting.
- B. The mayor shall not vote, except in the case of a tie vote of the city council.
- C. The mayor shall be the chief executive of the city and shall:
 - 1. Appoint, with the concurrence of the city council, those officers of the city required to be appointed by the mayor according to the express provision of an applicable ordinance or statute and where such appointment is not delegated to the city manager.
 - 2. Recommend to the city council any change in position of any person requiring the concurrence or action of the city council;
 - 3. Inspect all books and records pertaining to city affairs kept by any officer, employee or former officer or employee of the city at any reasonable time;
 - 4. Whenever there is a dispute as to the respective duties or powers of any appointed officer of the city, the dispute shall be settled by the mayor, who may confer with the city attorney; and the mayor shall have the power to delegate to any appointed officer any duty which is to be performed when no specific officer has been directed to perform that duty, subject to the consent of the city council at its next regular meeting;
 - 5. Temporarily designate himself or any other person to perform the duties of any office or position of the city which is vacant or which is not properly administered due to the absence or disability of the person appointed to that office or position;
 - 6. Prepare and present to the city council such reports as are required by law and such other reports as are requested by the city council;
 - 7. Perform such other duties as may be required by statute or ordinance.
- D. The mayor shall have no power to veto any act of the city council, unless otherwise specifically authorized by statute.

1.10.040 Meeting; Procedure And Conduct

- A. Regular Meetings:

1. The Nibley City council shall generally meet on the second and fourth Thursday of each month. The meeting shall generally begin at six thirty (6:30) P.M. The City Council shall adopt, by resolution, a specific meeting schedule for each calendar year.
 2. The meetings of the city council shall be held at the Nibley City offices at 455 West 3200 South or, when announced, at alternate locations.
 3. Meetings may be canceled with appropriate notice to the public.
 4. The final version of the proposed agenda and information packet shall be posted on the City website by the Tuesday before the associated Council meeting and in accordance with the Utah Open and Public Meetings Act (Utah Code 52-4).
 5. The Nibley City council may, when expedient, alter or waive the standards provided herein regarding date, time, and location of meetings, the posting of information packets, and the posting of agendas, provided that the council shall, at all times, comply with the requirements of the Utah Open and Public Meetings Act.
- B. Special Meetings:
1. If at any time the business of the city requires a special meeting of the city council, such meeting may be ordered by the mayor or any two (2) members of the city council. The order shall be entered in the minutes of the city council. The order shall provide at least three (3) hours' notice of the special meeting and notice thereof shall be served by the city recorder on each member who did not sign the order by delivering the notice personally or by leaving it at the member's usual place of abode. The personal appearance by a council member at any specially called meeting constitutes a waiver of the notice required in this subsection.
 2. The written notice required in subsection B,1 of this section shall state the time and place the special meeting is to be held and the purpose for which the special meeting is being called.
 3. Special meetings shall be posted and announced as listed in subsection A of this section.
- C. Every meeting is open to the public, unless closed pursuant to Utah Code §§ 52-4-4 and 52-4-5.
- D. Quorum:
1. The number of members of the city council necessary to constitute a quorum is three (3) not including the mayor.
 2. No action of the city council shall be official or of any effect, except when a quorum of the members are present.
- E. Voting:

1. A roll call vote shall be taken and recorded for all ordinances, resolutions and any action which would create a liability against the city and in any other case at the request of any member of the city council by a "yes" or equivalent, or a "no" or equivalent vote and shall be recorded. The city recorder shall call the roll in alphabetical order. Every resolution or ordinance shall be in writing before the vote is taken.
 2. The minimum number of votes required to pass any ordinance, resolution or to take any action by the city council, unless otherwise prescribed by law, shall be three (3).
 3. Any ordinance, resolution or motion of the city council having fewer favorable votes than required herein shall be deemed defeated and invalid, except a meeting may be adjourned to a specific time by a majority vote of the city council even though such majority vote is less than that required herein.
 4. A majority of the members of the city council, regardless of number, may fill any vacancy in the city council.
 5. Any action taken by the city council shall not be reconsidered or rescinded at any special meeting unless the number of members of the city council present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.
- F. The city recorder shall keep a record of the proceedings of the meetings of the city council and make them available to the public according to the Utah Open and Public Meetings Act, except that minutes of a closed meeting shall not be available to the public until such time as the city council shall make them public or by an order of court according to law.
- G. Conduct; Order Of Business:
1. Except as otherwise specifically required or provided by law, this code or by resolution of the city council, the most current edition of Robert's rules of order shall govern the procedure and conduct of the meetings of the city council.
 2. Order Of Business:
 - a. At the time and place set for each meeting of the members of the city council, the business of the city shall be taken up for consideration and disposition in the following order, unless otherwise provided by motion of the city council:
 - (1) Roll call.
 - (2) Reading of minutes of previous meeting.
 - (3) Approval of minutes of previous meeting.

- (4) Petitions, remonstrances, and communications.
 - (5) Introduction and adoption of resolutions and ordinances.
 - (6) Report of officers, boards, and committees.
 - (7) Unfinished business.
 - (8) New business.
 - (9) Miscellaneous.
 - (10) Appropriations.
 - (11) Adjournment.
- b. The city council may by motion change, amend or delete any agenda item provided for in this subsection.
3. Final action on any report of any committee appointed by the city council shall be deferred to the next regular meeting of the city council on the request of any two (2) members, except that the city council may call a special meeting to consider final action.
4. The city council may fine or expel any member for disorderly conduct on a two-thirds (2/3) vote of the members of the city council. See current approved Consolidated Fee Schedule for the amount of the fine.

1.10.050 Ordinances And Resolutions; Procedures

- A. Power Exercised By Ordinance: The city council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by statute or any other provision of law. An officer of the city shall not be convicted of a criminal offense where they relied on or enforced an ordinance they reasonably believed to be a valid ordinance. It shall be a defense to any action for punitive damages that the official acted in good faith in enforcing an ordinance or that they enforced an ordinance on advice of legal counsel.
- B. Penalty For Violation: Unless otherwise specifically authorized by statute, the city council may provide a penalty for the violation of any city ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code § 76-3-301 or by a term of imprisonment up to six (6) months, or by both the fine and term of imprisonment. The city council may prescribe a minimum penalty for the violation of any city ordinance and may impose a civil penalty for the unauthorized use of city property, including, but not limited to, the use of parks,

streets and other public grounds or equipment. Rules of civil procedure shall be substantially followed.

- C. Form Of Ordinance: Any ordinance passed by the city council shall contain and be in substantially the following order and form:
 - 1. A unique number;
 - 2. A title which indicates the nature of the subject matter of the ordinance;
 - 3. A preamble which states the need or reason for the ordinance;
 - 4. An ordaining clause which states "Be it ordained by the City of Nibley:";
 - 5. The body or subject of the ordinance;
 - 6. When applicable, a statement indicating the penalty for violation of the ordinance or a reference that the punishment is covered by an ordinance which prescribes the fines and terms of imprisonment for the violation of the city ordinance; or, the penalty may establish a classification of penalties and refer to such ordinance in which the penalty for such violation is established;
 - 7. A statement indicating the effective date of the ordinance or the date when the ordinance shall become effective after publication or posting as required by subsection E of this section;
 - 8. A line for the signature of the mayor or mayor pro tem to sign the ordinance; and
 - 9. A place for the city recorder to attest the ordinance and affix the seal of the city.
- D. Requirements As To Form; Effective Date:
 - 1. Ordinances passed or enacted by the city council shall be signed by the mayor; if he or she is absent, by the mayor pro tempore, or by a quorum of the city council, and shall be recorded before taking effect. No ordinance shall be void or unlawful by reason of its failure to conform to the provisions of Utah Code § 10-3-704(1) through (4).
 - 2. Ordinances which do not have an effective date shall become effective 20 days after publication or posting, or 30 days after final passage by the governing body, whichever is sooner.
- E. Publication and Recording: All ordinances shall be published, posted, and recorded as required by law.
- F. Resolutions:
 - 1. Purpose: Unless otherwise required by law, the city council may exercise all administrative powers by resolution.
 - 2. Form: Any resolution passed by the city council shall be in a form and contain sections substantially similar to that prescribed for ordinances.
 - 3. Publication; Effective Date: Resolutions may become effective without publication or posting and may take effect on passage or at a later date as

the city council may determine, but resolutions may not become effective more than three (3) months from the date of passage.

1.14.010 Creating Offices; Filling Vacancies

- A. Offices Created By Council: The city council may create any office deemed necessary for the government of the city and provide for filling vacancies in elective and appointive offices.
- B. City Manager To Appoint And Fill Vacancies: The City Manager, with the advice and consent of the city council, may appoint and fill vacancies in all offices provided for by law or ordinance.
- C. Continuation In Office: All appointed officers shall continue in office until their successors are appointed and qualified.

1.14.020 City Treasurer

- A. Ex Officio Auditor: The City Treasurer is ex officio city auditor and shall perform the duties of that office.

1.14.090 Supervision By City Manager

The City Manager shall supervise the official conduct of all officers of the city and investigate or cause to be investigated and present any complaint to the city council, together with the results of the investigation, at the next regular meeting of the city council after the complaint is received by him.

Agenda Item 9

Description	Discussion & Consideration – Acceptance of the Dedication of Right-of-Way at Heritage Elementary School (920 West 3200 South) from the Cache County School District
Presenter	Justin Maughan, Manager
Recommendation	Move to accept the dedication of Right-of-Way at Heritage Elementary School (920 West 3200 South) from the Cache County School District
Reviewed By	Mayor, City Manager, City Planner

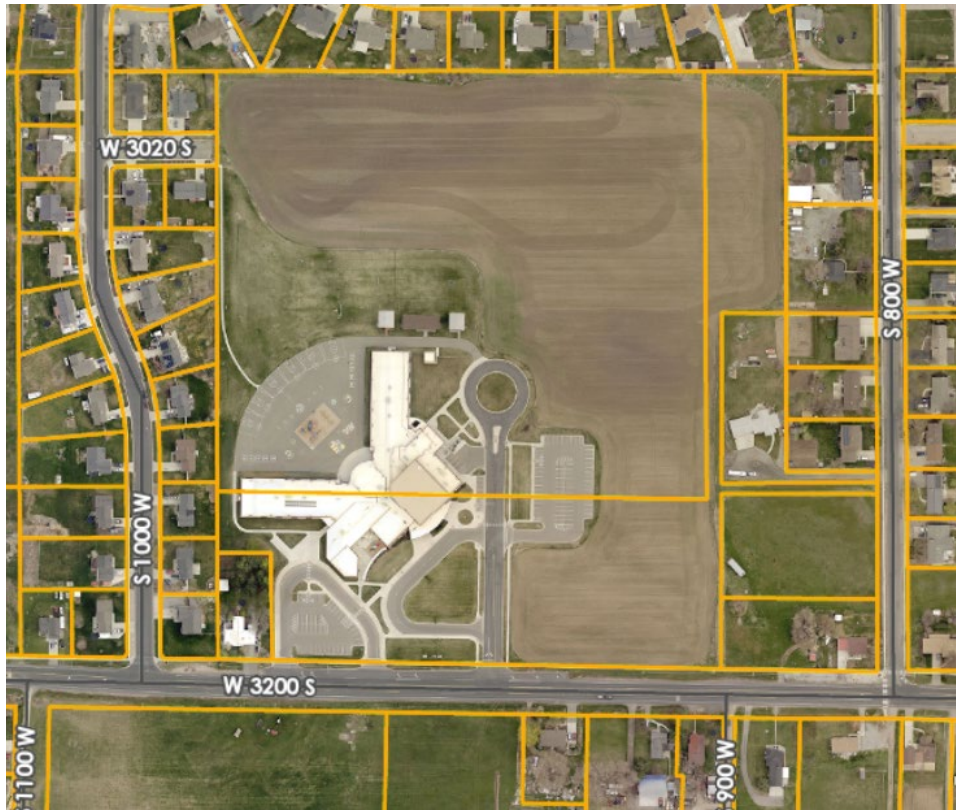
Background:

Heritage Elementary on 3200 South in Nibley was constructed in 2009. At that time a roadway was constructed that went from 3200 South north along the eastern edge of the school to a roundabout at the northeastern corner of the school building. At the time, the roadway was designed and intended, to the best of staff's knowledge, to be dedicated to the City and become public right of way. However, that process was never officially completed, and the roadway was not dedicated to the City.

The City has been maintaining the roadway since it was constructed. City staff have been plowing, salting, signing and stripping the roadway. The City has been paying the electric bill for the street lights along the roadway. City funds and staff time were used to construct the sidewalk along the east side of the roadway.

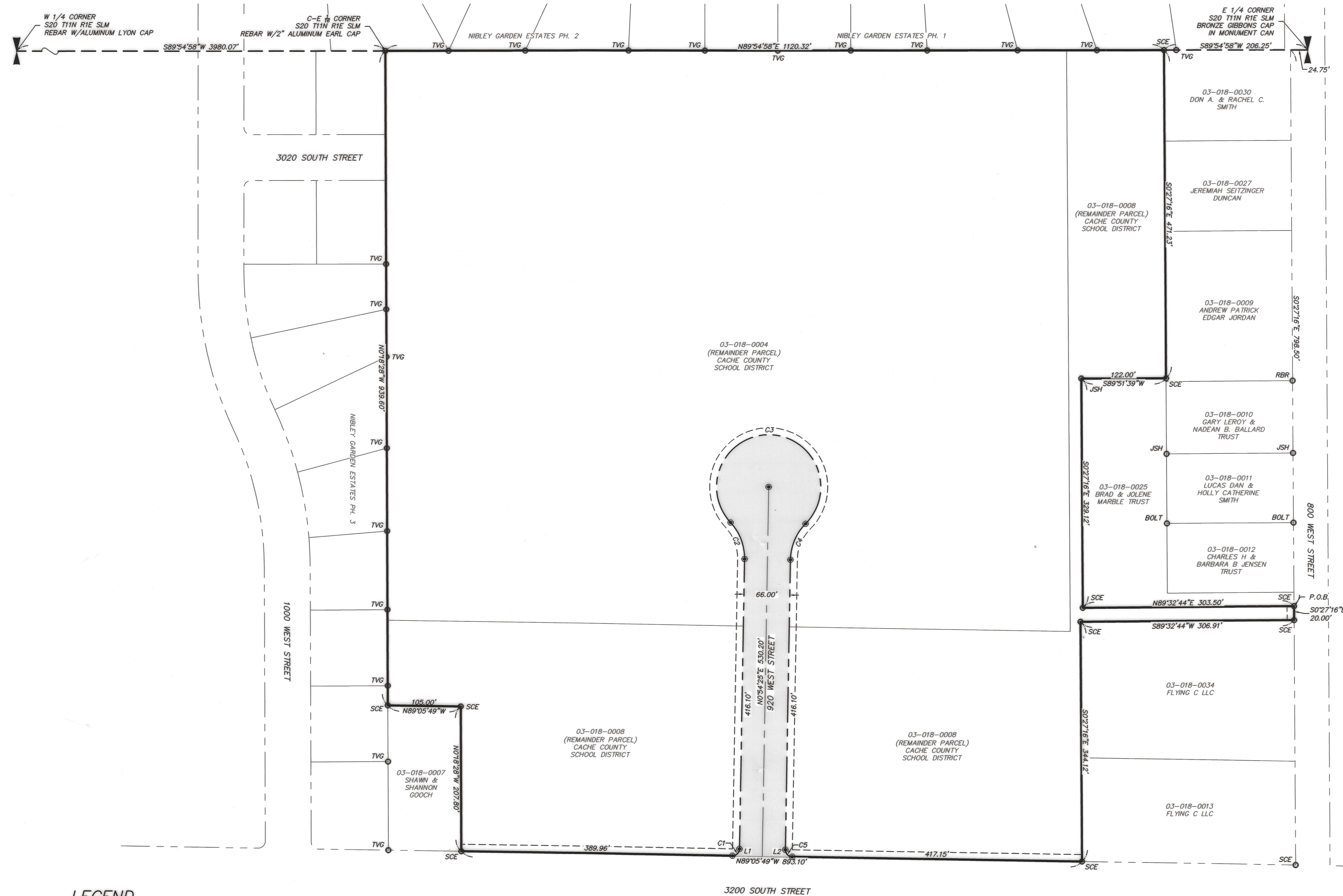
Future plans for the extension of any roadway are not definitive at this time, but it is likely the roadway will extend to the north of the existing roundabout, and then curve to the west connecting at 3020 South.

Currently the remainder of the property at the site is farmed. There are no definitive future plans for the site at this time. The idea of a middle school has been discussed briefly. Other ideas in conjunction with the middle school, are possibly developing a few single-family homes in the northwest corner of the property to help offset costs.



5/1/2020 8:11 AM Z:\2015 PROJECTS\675-1501 HERITAGE ELEMENTARY ROAD DEDICATION PLAT\ACAD\SURVEY\FINAL PLAT\675-1501 920 WEST STREET DEDICATION PLAT (CURRENT).DWG

920 WEST STREET DEDICATION
PART OF SE 1/4 SECTION 20, TOWNSHIP 11 NORTH,
RANGE 1 EAST, SALT LAKE MERIDIAN
NIBLEY CITY, CACHE COUNTY, UTAH

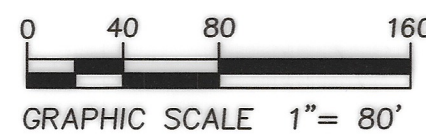


LEGEND

- BOUNDARY/LOT LINE
- SECTION LINE
- RIGHT-OF-WAY
- CENTERLINE
- PUBLIC UTILITY EASEMENT HEREBY DEDICATED
*10- FEET WIDE
- PUBLIC STREET HEREBY DEDICATED
- SET REBAR WITH CAP
- SCE REBAR WITH STEVEN C. EARL CAP
- JSH REBAR WITH JEFF S. HANSEN CAP
- TVG REBAR WITH TIM V. GIBBONS CAP
- RBR REBAR WITH UNKNOWN ORIGIN
- BOLT BOLT HELD AS SURVEY MONUMENT

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH. BEARING	CHORD
C1	15.71'	10.00'	89°39'45"	N45°54'18"E	14.14'
C2	57.52'	75.00'	43°56'44"	N21°03'57"W	56.12'
C3	350.67'	75.00'	267°53'28"	N89°05'35"W	108.00'
C4	57.52'	75.00'	43°56'44"	S22°52'47"W	56.12'
C5	15.71'	10.00'	90°00'15"	S44°05'42"E	14.14'

LINE TABLE		
LINE	LENGTH	BEARING
L1	43.00'	S89°05'49"E
L2	43.00'	S89°05'49"E



SURVEY NARRATIVE

THIS SURVEY WAS ORDERED BY DALE HANSEN OF THE CACHE COUNTY SCHOOL DISTRICT FOR THE PURPOSE OF A STREET DEDICATION. IT WAS BASED ON A PREVIOUS SURVEY DONE FOR THIS PROPERTY, RECORDED WITH THE COUNTY SURVEYOR AS SURVEY NUMBER 2008-0105.

THE BASIS OF BEARINGS USED WAS A SINGLE POINT NORTH PROJECTION (WGS 84 MODEL) FROM THE CACHE COUNTY SURVEYOR'S NIBLEY CITY GPS MONUMENT SET IN 1998. 24 INCH LONG 5/8" REBARS WITH ORANGE PLASTIC CAPS STAMPED "STEVEN C EARL PLS 318575" WERE SET AT ALL CORNERS, EXCEPTIONS NOTED.

SURVEY CERTIFICATE

I, STEVEN C. EARL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 318575-2201, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO STREETS AND REMAINDER PARCELS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS 920 WEST STREET DEDICATION, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN. LOCATED IN THE CITY OF NIBLEY, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE S89°54'58"W 24.75 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER TO A POINT IN THE WEST LINE OF 800 WEST STREET; THENCE S00°27'16"E 798.50 FEET ALONG THE WEST LINE OF SAID STREET TO THE POINT OF BEGINNING;

THENCE S00°27'16"E 20.00 FEET ALONG SAID WEST LINE;

THENCE S89°32'44"W 306.91 FEET;

THENCE S00°27'16"E 344.12 FEET TO A POINT IN THE NORTH LINE OF 3200 SOUTH STREET;

THENCE N89°05'49"W 893.10 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT NUMBER 947382, FILED WITH THE CACHE COUNTY RECORDER;

THENCE N00°18'28"W 207.80 FEET TO THE NORTHEAST CORNER OF SAID PARCEL;

THENCE N89°05'49"W 105.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT BEING IN THE EAST SIXTEENTH LINE OF SAID SECTION;

THENCE N00°18'28"W 939.60 FEET ALONG SAID SIXTEENTH LINE TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION;

THENCE N89°54'58"E 1120.32 FEET ALONG THE LATITUDINAL MID-SECTION LINE OF SAID SECTION TO THE NORTHWEST CORNER OF THE PARCEL DESCRIBED IN INSTRUMENT NUMBER 801467;

THENCE S00°27'16"E 471.23 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF 800 WEST STREET TO A POINT IN THE BOUNDARY OF THE PARCEL DESCRIBED IN INSTRUMENT NUMBER 858276;

THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE COURSES:

(1) S89°51'39"W 122.00 FEET;

(2) S00°27'16"E 329.12 FEET (327.4 FEET B.R.);

(3) N89°32'44"E 303.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.47 ACRES, MORE OR LESS.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO STREETS AND REMAINDER PARCELS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS: 920 WEST STREET DEDICATION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ALL UTILITY COMPANIES THE PUBLIC UTILITY EASEMENTS AS DEPICTED HEREON.

BY: CACHE COUNTY SCHOOL DISTRICT
BY: DALE HANSEN, DIRECTOR

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF CACHE } §
ON THIS 4th DAY OF May, IN THE YEAR 2020, BEFORE ME, Carolyn Benson, A NOTARY PUBLIC, PERSONALLY APPEARED DALE HANSEN, DIRECTOR OF THE CACHE COUNTY SCHOOL DISTRICT, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME ON BEHALF OF THE CACHE COUNTY SCHOOL DISTRICT.

NOTARY PUBLIC SIGNATURE: Carolyn Benson
NOTARY PUBLIC FULL NAME: Carolyn Benson
COMMISSION NUMBER: 693137
MY COMMISSION EXPIRES: 2/22/2021
A NOTARY PUBLIC COMMISSIONED IN UTAH

CITY ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE, THIS DAY OF , A.D. 2020.

CITY ENGINEER

CITY APPROVAL

PRESENTED TO THE NIBLEY CITY MAYOR THIS DAY OF , A.D. 2020, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

SHAUN DUSTIN, MAYOR

ATTEST, CITY RECORDER

COUNTY RECORDER'S NO.

STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF: DATE TIME FEE
ABSTRACTED

INDEX
FILED IN: FILE OF PLATS
MICHAEL GLEED, COUNTY RECORDER

PROJECT TITLE:
920 WEST STREET DEDICATION

Cache • Landmark
Engineers
Surveyors
Planners

95 W. Golf Course Rd.
Suite 101
Logan, UT 84321
435.713.0099

DATE: 1 MAY 2020
SCALE: 1" = 80'
CALCULATIONS BY: S. EARL
CHECKED BY: S. CROOKSTON
APPROVED BY: S. EARL
PROJECT NUMBER: 675-1501
SHEET: 1 of 1

Agenda Item #10

Description	Discussion & Consideration – Resolution 22-08: An Agreement with the Cache County Sheriff's Office for Law Enforcement and Animal Control (First Reading)
Presenter	Justin Maughan, City Manager
Recommendation	Move to approve Resolution 22-08: An Agreement with the Cache County Sheriff's Office for Law Enforcement and Animal Control, for first reading.
Reviewed By	Mayor, City Manager

Background:

The Cache County Sheriff, Chad Jensen has proposed the attached contracts for Law Enforcement services, as well as Animal Control. The contract is for a three-year period, otherwise it is the same contract that was approved by the Council last year. Prior to last year, the Sheriff had been increasing the contract annually to try to bring the number of hours contracted for closer to the actual hours spent by officers in Nibley. Last years price was a bigger jump than the previous years, due to discussions of the Sheriff's Office hiring an additional swing shift officer for the South end of the valley. This contract proposes the same amount of money we paid this year, and remains constant for a three-year period.

The six-year average for hours spent in Nibley by a Sheriff Officer is 3,662 hours. The contract proposes we pay \$120,555.00 which equates to 2,274 hours.

Mayor Jacobsen and Justin Maughan, met with Lieutenant Mikelshan Bartschi to discuss the contract and other law enforcement issues. Of particular concern by Mayor Jacobsen was the ratio of traffic warnings to actual tickets issued by officers. Lieut. Bartchi explained that studies have shown that this pattern has been shown to be effective. Also discussed were issues related to prosecution of a number of cases, that didn't seem to be getting resolved. Three of which were about people operating home businesses without a license to do so. It proved difficult for the Officers to obtain enough evidence for the prosecutor to prosecute the case. This issue will likely be brought up again. Hyrum City approached staff awhile back about having Nibley switch prosecutors, and using who they contract with. They have indicated that it would not cost us any more than we are currently paying. Staff will reach out to Hyrum and investigate this option further, and update Council at that time.

Nibley City contracts with the Cache County Sheriff's office for Animal Control Services. The proposed contract is the same language and price as last year's contract.

There has been a lot of talk lately about animal impound. Cache County is currently constructing an impound facility near the Sheriff's complex on Valley View Highway. There are a number of future meetings scheduled about that, and Staff will report back on that issue as those meetings occur. It is not known for sure, but it is not anticipated at this time that the facility completion will affect this contract, but that we may have to rework the animal impound contract that was recently agreed to with New Vision Animal Hospital.

RESOLUTION 22-08

**AN AGREEMENT WITH THE CACHE COUNTY SHERIFF'S OFFICE
FOR LAW ENFORCEMENT AND ANIMAL CONTROL**

WHEREAS, Nibley City desires to contract with the Cache County Sheriff's Office to provide law enforcement services; and

WHEREAS, Nibley City also desires to contract with the Cache County Sheriff's Office to provide Animal Control Services.

THEREFORE, it is hereby resolved by the Nibley City Council agrees to the terms set forth in the attached contracts for both Law Enforcement and Animal Control Services.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2022.

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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 (animal control not included, except for emergencies) 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, 2022 and shall run for a three-year period. With the consent of the Nibley City Council, this Agreement may be renewable for successive three-year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding three-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 three year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving sixty (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 2024, 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, 2022 for the first year of the contract; December 31, 2023, for the second year of the contract and December 31, 2024, for the third year of the contract. If such payment is not remitted to the County Executive's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of one percent (1%) per calendar month for each month that any part of 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

David 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, 2022, through June 30, 2024. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$52.35 per hour. State Liquor Control Funds will be expended at \$52.35 per hour.

CONTRACT YEAR	CATEGORY	HOURS	AMOUNT
2022 - 2023	Contract Funds	2274	\$120,555.00
2023 - 2024	Contract Funds	2274	\$120,555.00
2024 - 2025	Contract Funds	2274	\$120,555.00

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.

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
NIBLEY CITY
FOR
ANIMAL CONTROL SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, 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 "COUNTY", and Nibley City, a municipal corporation of the State of Utah, hereinafter referred to as "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 animal control functions within its boundaries by the County of Cache 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 animal control 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 its performance, the types of employees 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 all animal control services which fall under regular business hours from 8:00 am to 6:00 pm, Monday thru Friday, and all *emergency* animal control services 24-hours per day, to reasonably enforce all state laws, federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Investigate complaints from the public regarding animal bites, nuisance, stray, uncontrolled, dangerous, wild, or diseased *domestic* animals. *Emergency animal control services will include the following: vicious animals, animal bites and traffic hazards involving domestic animals or livestock.*
 - B. Patrol assigned areas, respond to calls for service, and issue citations for violations of animal regulations, ordinances, or laws.
 - C. Impound stray, vicious, or diseased *domestic* animals or *livestock* according to city or state regulations, ordinance, or laws.
 - D. It is agreed that the cost per hour for animal control 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 Exhibit A attached.
 - 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 vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, and other equipment necessary and incident to full fill animal control function.

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 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 occurs 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. The CITY shall be responsible and indemnify COUNTY for any costs associated with the housing of impounded animals or any other costs associated with the Animal Welfare Act of Utah.
10. 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 occurs 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.

11. Except as herein otherwise specified, the CITY shall not be liable for any workers' compensation claim to 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.
12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2022 and shall run for a one-year period. With the consent of the Nibley City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one 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 its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one 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.

13. 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.
14. 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, 2022. If such payment is not remitted to the County Executive's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of one percent (1%) per calendar month for each month that any part of 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

David Zook, County Executive

Clerk

CITY OF Nibley

Approved as to form and as
Compatible with State law:

Legal Counsel

Mayor

City Recorder

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, 2022 through June 30, 2023. The cost to furnish animal control services to Nibley City is \$32.00 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$16,640.00	520
TOTAL	\$16,640.00	

Agenda Item #11

Description	Workshop – Review of the Concept Plan and Cost Estimates for the City Park at Ridgeline Park
Presenter	Darren Farar, City Engineer
Recommendation	Obtain direction from Council on the concept plans and amenities to move forward with according to available funding.
Reviewed By	Mayor, City Manager, City Planner, City Engineer

Background:

As a condition of the Ridgeline Park Development agreement, on June 22nd of 2021, the Nibley City Council entered into a Park Development Agreement with Visionary Homes to receive a 18.3 acre (16.8 acre net) property (hereafter “Property”) for the purpose of constructing a city park. The Property is generally located north of 3200 South and west of 250 West on the middle to north side of the Ridgeline Park subdivision (see attached exhibit).



The agreement is structured such that \$180,000 would be paid to the City to complete design of the park improvements and that at least 75% of the park impact fees paid by Visionary would be used to construct the park. Park design was identified to occur within 1 year of funding and Park construction was identified to occur within 1 year of accumulating total park impact fees equaling \$540,000 (not including the \$180,000).

To date, the City has received the \$180,000 and has started the design process. In a recent meeting, Visionary indicated that they anticipate that the first \$540,000 of park impact fees could potentially be paid before the end of this fiscal year. If the impact fees are paid as anticipated, the City would be required to construct the first phase of the park in fiscal year 22 / 23. The City anticipates receiving a total of \$1.9 million in park impact fees from the Ridgeline Park Subdivision.

On December 16, 2021 Council approved funding a Concept Plan and Feasibility Study with Blu Design. Since approval, staff and Blu have created a number of concepts which were presented to a stakeholder group that included Councilmembers, Parks and Recreation Committee members, and a representative from Visionary Homes. The stakeholder meeting was followed up by a February 23rd Parks and Recreation Committee meeting workshop where updated concept plans were presented for comment. The committee and attending Councilmembers provided recommendations sufficient to allow Blu and staff to narrow down to two flexible concepts. In this reference, "flexible" means that individual components to the plan could be interchanged between the two concepts with the goal to allow flexibility in arriving at a final concept. The need to be flexible was in part due to the unknown cost of each component. The amenities selected were identified based on meeting the wants of the community rather than on meeting an actual budget, as costs estimates had not yet been calculated. An idea was that current funding would build what it could, leaving opportunities for future funding to fill in gaps down the road.

The attached concepts A2 and C3 are representations of what has been generally recommended by the various participants thus far. Blu design developed full cost estimate for both concepts. The cost estimate of each concept came in close to \$9 million. This prompted the question of what core amenities could actually be constructed for the available \$2 million anticipated in impact fees. Blu returned to the drawing board and came up with reduced plans and cost estimates that identify what could likely be constructed with the money available. It is important to note that construction would likely occur over 4 to 5 years as impact fees come in from the development.

The purpose of this presentation and workshop is to bring forth the additional information that has been developed relevant to this project, to understand Council's opinions regarding the concepts, cost estimates, and what amenities they would identify to be constructed with known funding sources.



Ridgeline Park- Concept A2

Preliminary Construction Cost Estimate

3/16/2022

Item	Item Description	Qty.	Units	Unit Price	Total
1	MOBILIZATION / DEMOBILIZATION	1	L.S.	\$ 385,446.94	\$ 385,446.94
2	TRAFFIC CONTROL	1	L.S.	\$ 10,000.00	\$ 10,000.00
3	SITE CLEARING AND GRUBBING (including tree removal)	507,621	S.F.	\$ 0.25	\$ 126,905.25
4	DEMOLITION & REMOVAL	15,000	S.F.	\$ 2.50	\$ 37,500.00
5	TEMPORARY CONTROLS	1	L.S.	\$ 15,000.00	\$ 15,000.00
6	SITE GRADING (Spread and Compact)	28,201	C.Y.	\$ 6.00	\$ 169,207.00
7	STORM DRAINAGE	1	L.S.	\$ 50,000.00	\$ 50,000.00
8	SANITARY SEWER	1	L.S.	\$ 25,000.00	\$ 25,000.00
9	WATER SERVICE	1	L.S.	\$ 20,000.00	\$ 20,000.00
10	ELECTRICAL	1	L.S.	\$ 50,000.00	\$ 50,000.00
11	SITE LIGHTING	1	L.S.	\$ 50,000.00	\$ 50,000.00
12	ASPHALT PARKING LOT	33,384	S.F.	\$ 5.00	\$ 166,920.00
13	CURB & GUTTER	1,565	L.F.	\$ 30.00	\$ 46,950.00
14	DRIVE APPROACH	1	EA.	\$ 5,000.00	\$ 5,000.00
15	NORTHERN PERIMETER SIDEWALK	12,195	S.F.	\$ 8.00	\$ 97,560.00
16	SOUTHER PERIMETER SIDEWALK	11,040	S.F.	\$ 8.00	\$ 88,320.00
17	6' CONCRETE SIDEWALK	10,771	S.F.	\$ 8.00	\$ 86,168.00
18	10' CONCRETE SIDEWALK	31,028	S.F.	\$ 8.00	\$ 248,224.00
19	SPECIALTY CONCRETE PAVEMENT	22,817	S.F.	\$ 16.00	\$ 365,072.00
20	ADA RAMPS	4	EA.	\$ 3,500.00	\$ 14,000.00
21	PICKLEBALL COURTS (set of 4)	3	L.S.	\$ 250,000.00	\$ 750,000.00
22	PICKLEBALL LIGHTING (per set of 4)	3	L.S.	\$ 150,000.00	\$ 450,000.00
23	PICKLEBALL SHADE SAILS	6	EA.	\$ 20,000.00	\$ 120,000.00
24	BASKETBALL COURT	1	EA.	\$ 75,600.00	\$ 75,600.00
25	CONCRETE MOWSTRIP/EDGER	666	L.F.	\$ 15.00	\$ 9,990.00
26	LARGE PAVILION/RESTROOM	1	L.S.	\$ 750,000.00	\$ 750,000.00
27	30'X30' PAVILION	3	EA.	\$ 50,000.00	\$ 150,000.00
28	20'X20' PAVILION	6	EA.	\$ 35,000.00	\$ 210,000.00
29	BOARDWALK	3,669	S.F.	\$ 75.00	\$ 275,175.00
30	WETLAND TOWER	1	EA.	\$ 50,000.00	\$ 50,000.00
31	ICONIC FEATURE	5	EA.	\$ 15,000.00	\$ 75,000.00
32	WAYFINDING & SIGNAGE	1	L.S.	\$ 25,000.00	\$ 25,000.00
33	PARK BENCH	25	EA.	\$ 2,500.00	\$ 62,500.00
34	PICNIC TABLE	50	EA.	\$ 2,000.00	\$ 100,000.00
35	TRASH RECEPTACLES	20	EA.	\$ 1,500.00	\$ 30,000.00
36	BIKE RACK	2	EA.	\$ 1,000.00	\$ 2,000.00
37	GAGA PIT	2	EA.	\$ 1,500.00	\$ 3,000.00
38	CORN HOLE	4	EA.	\$ 1,500.00	\$ 6,000.00
39	CONCRETE PING PONG TABLE	2	EA.	\$ 2,500.00	\$ 5,000.00
40	BIKING/SKATING ELEMENT	8	EA.	\$ 2,000.00	\$ 16,000.00
41	DRINKING FOUNTAIN	2	EA.	\$ 5,000.00	\$ 10,000.00
42	PLAYGROUND EQUIPMENT	1	L.S.	\$ 300,000.00	\$ 300,000.00
43	PLAYGROUND SURFACING (POURED IN PLACE)	4,534	S.F.	\$ 18.00	\$ 81,612.00
44	PLAYGROUND SHADE SAILS	3	EA.	\$ 25,000.00	\$ 75,000.00
45	ADVENTURE PLAY EQUIPMENT	1	L.S.	\$ 250,000.00	\$ 250,000.00
46	ADVENTURE PLAY SURFACING (WOOD FIBER)	5,471	S.F.	\$ 5.00	\$ 27,355.00
47	ADVENTURE PLAY SHADE SAILS	3	EA.	\$ 25,000.00	\$ 75,000.00
48	BOULDER RETAINING WALL	1,200	S.F.	\$ 100.00	\$ 120,000.00
49	DECIDUOUS TREE (2" CAL.)	195	EA.	\$ 650.00	\$ 126,750.00
50	EVERGREEN TREE (6' HT.)	10	EA.	\$ 600.00	\$ 6,000.00
51	ORNAMENTAL TREE (2" CAL.)	90	EA.	\$ 500.00	\$ 45,000.00
52	LANDSCAPE BOULDERS	50	EA.	\$ 500.00	\$ 25,000.00
53	SOD (includes 4" topsoil)	163,337	S.F.	\$ 2.00	\$ 326,674.00
54	MEADOW GRASS (includes 4" topsoil)	146,174	S.F.	\$ 0.50	\$ 73,087.00
55	SHRUB BED (includes 12" topsoil, fabric, mulch)	19,514	S.F.	\$ 8.00	\$ 156,112.00
56	SPLASH PAD	5,027	S.F.	\$ 150.00	\$ 754,050.00
57	IRRIGATION SYSTEM - TURF	163,337	S.F.	\$ 1.50	\$ 245,005.50
58	IRRIGATION SYSTEM - MEADOW GRASS	146,174	S.F.	\$ 1.00	\$ 146,174.00
59	IRRIGATION SYSTEM - DRIP	19,514	S.F.	\$ 2.00	\$ 39,028.00
60	PERMITS AND FEES/BOND	0	L.S.	\$ 250,000.00	\$ -
SUB-TOTAL COST=					\$ 8,104,385.69
15% Contingency					\$ 810,438.57
TOTAL ESTIMATED COST=					\$ 8,914,824.26



Ridgeline Park- Concept C3

Preliminary Construction Cost Estimate

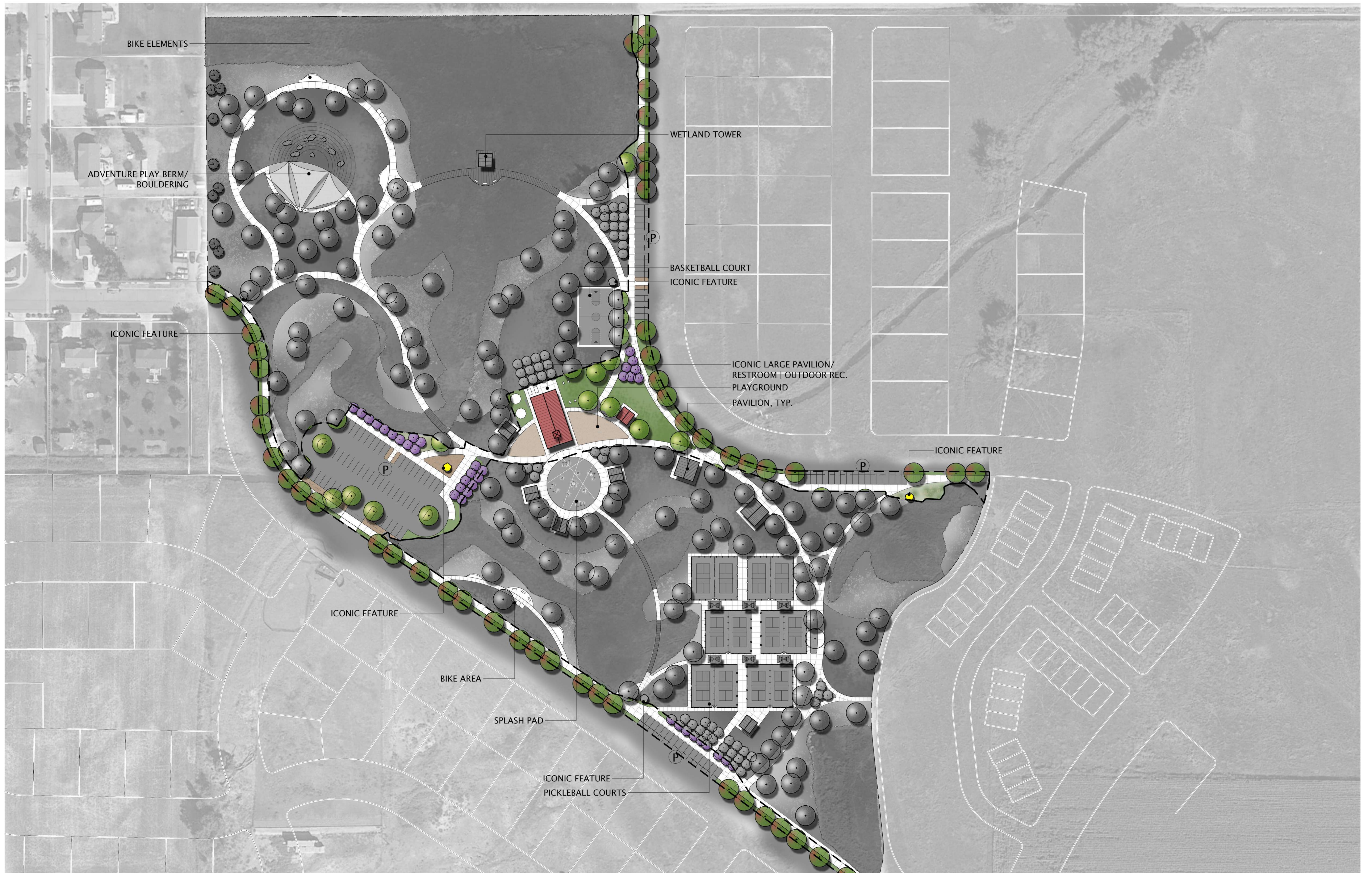
3/15/2022

Item	Item Description	Qty.	Units	Unit Price	Total
1	MOBILIZATION / DEMOBILIZATION	1	L.S.	\$ 358,443.59	\$ 358,443.59
2	TRAFFIC CONTROL	1	L.S.	\$ 10,000.00	\$ 10,000.00
3	SITE CLEARING AND GRUBBING (including tree removal)	507,621	S.F.	\$ 0.25	\$ 126,905.25
4	DEMOLITION & REMOVAL	15,000	S.F.	\$ 2.50	\$ 37,500.00
5	TEMPORARY CONTROLS	1	L.S.	\$ 15,000.00	\$ 15,000.00
6	SITE GRADING (Spread and Compact)	28,201	C.Y.	\$ 6.00	\$ 169,207.00
7	STORM DRAINAGE	1	L.S.	\$ 50,000.00	\$ 50,000.00
8	SANITARY SEWER	1	L.S.	\$ 25,000.00	\$ 25,000.00
9	WATER SERVICE	1	L.S.	\$ 20,000.00	\$ 20,000.00
10	ELECTRICAL	1	L.S.	\$ 50,000.00	\$ 50,000.00
11	SITE LIGHTING	1	L.S.	\$ 50,000.00	\$ 50,000.00
12	ASPHALT PARKING LOT	36,586	S.F.	\$ 5.00	\$ 182,930.00
13	CURB & GUTTER	2,400	L.F.	\$ 30.00	\$ 72,000.00
14	DRIVE APPROACH	1	EA.	\$ 5,000.00	\$ 5,000.00
15	NORTHERN PERIMETER SIDEWALK	12,195	S.F.	\$ 8.00	\$ 97,560.00
16	SOUTHER PERIMETER SIDEWALK	11,040	S.F.	\$ 8.00	\$ 88,320.00
17	6' CONCRETE SIDEWALK	3,843	S.F.	\$ 8.00	\$ 30,744.00
18	10' CONCRETE SIDEWALK	40,760	S.F.	\$ 8.00	\$ 326,080.00
19	SPECIALTY CONCRETE PAVEMENT	15,349	S.F.	\$ 16.00	\$ 245,584.00
20	ADA RAMPS	4	EA.	\$ 3,500.00	\$ 14,000.00
21	CONCRETE MOWSTRIP/EDGER	507	L.F.	\$ 15.00	\$ 7,605.00
22	LARGE PAVILION/RESTROOM	1	L.S.	\$ 750,000.00	\$ 750,000.00
23	POLE BARN	1	EA.	\$ 750,000.00	\$ 750,000.00
24	SKATING RINK	15,000	S.F.	\$ 12.50	\$ 187,500.00
25	ICE RINK MECHANICAL/EQUIPMENT	1	L.S.	\$ 250,000.00	\$ 250,000.00
26	NATURALIZED WATER FEATURE	360	L.F.	\$ 300.00	\$ 108,000.00
27	30'X30' PAVILION	4	EA.	\$ 50,000.00	\$ 200,000.00
28	20'X20' PAVILION	4	EA.	\$ 35,000.00	\$ 140,000.00
29	BOARDWALK	7,993	S.F.	\$ 75.00	\$ 599,475.00
30	WETLAND TOWER	1	EA.	\$ 50,000.00	\$ 50,000.00
31	ICONIC FEATURE	5	EA.	\$ 15,000.00	\$ 75,000.00
32	WAYFINDING & SIGNAGE	1	L.S.	\$ 25,000.00	\$ 25,000.00
33	PARK BENCH	25	EA.	\$ 2,500.00	\$ 62,500.00
34	PICNIC TABLE	30	EA.	\$ 2,000.00	\$ 60,000.00
35	TRASH RECEPTACLES	20	E.A.	\$ 1,500.00	\$ 30,000.00
36	BIKE RACK	2	EA.	\$ 1,000.00	\$ 2,000.00
37	BIKE COURSE	7,920	S.F.	\$ 4.00	\$ 31,680.00
38	PUMP TRACK	4,620	S.F.	\$ 12.00	\$ 55,440.00
39	9 SQUARE FRAMES	2	E.A.	\$ 1,500.00	\$ 3,000.00
40	GAGA PIT	2	E.A.	\$ 1,500.00	\$ 3,000.00
41	DRINKING FOUNTAIN	2	E.A.	\$ 5,000.00	\$ 10,000.00
42	PLAYGROUND EQUIPMENT	1	L.S.	\$ 500,000.00	\$ 500,000.00
43	PLAYGROUND SURFACING	11,587	S.F.	\$ 18.00	\$ 208,566.00
44	PLAYGROUND SHADE SAILS	4	EA.	\$ 25,000.00	\$ 100,000.00
45	BOULDERING AREA	8,848	S.F.	\$ 25.00	\$ 221,200.00
46	DECIDUOUS TREE (2" CAL.)	215	EA.	\$ 650.00	\$ 139,750.00
47	EVERGREEN TREE (6' HT.)	13	EA.	\$ 600.00	\$ 7,800.00
48	ORNAMENTAL TREE (2" CAL.)	28	EA.	\$ 500.00	\$ 14,000.00
49	LANDSCAPE BOULDERS	50	EA.	\$ 500.00	\$ 25,000.00
50	SOD (includes 4" topsoil)	160,115	S.F.	\$ 2.00	\$ 320,230.00
51	MEADOW GRASS (includes 4" topsoil)	157,562	S.F.	\$ 0.50	\$ 78,781.00
52	SHRUB BED (includes 12" topsoil, fabric, mulch)	14,978	S.F.	\$ 8.00	\$ 119,824.00
53	IRRIGATION SYSTEM - TURF	160,115	S.F.	\$ 1.50	\$ 240,172.50
54	IRRIGATION SYSTEM - MEADOW GRASS	157,562	S.F.	\$ 1.00	\$ 157,562.00
55	IRRIGATION SYSTEM - DRIP	14,978	S.F.	\$ 2.00	\$ 29,956.00
56	PERMITS AND FEES/BOND	0	L.S.	\$ 250,000.00	\$ -

SUB-TOTAL COST= \$ 7,537,315.34

15% Contingency \$ 753,731.53

TOTAL ESTIMATED COST= \$ 8,291,046.87



Ridgeline Park



03.16.22



Ridgeline Park- Concept A2

Preliminary Construction Cost Estimate

3/16/2022

Item	Item Description	Qty.	Units	Unit Price	Total
1	MOBILIZATION / DEMOBILIZATION	1	L.S.	\$ 93,947.89	\$ 93,947.89
2	TRAFFIC CONTROL	1	L.S.	\$ 10,000.00	\$ 10,000.00
3	SITE CLEARING AND GRUBBING (including tree removal)	119,914	S.F.	\$ 0.25	\$ 29,978.50
4	DEMOLITION & REMOVAL	15,000	S.F.	\$ 2.50	\$ 37,500.00
5	TEMPORARY CONTROLS	1	L.S.	\$ 15,000.00	\$ 15,000.00
6	SITE GRADING (Spread and Compact)	6,662	C.Y.	\$ 6.00	\$ 39,971.33
7	STORM DRAINAGE	1	L.S.	\$ 25,000.00	\$ 25,000.00
8	SANITARY SEWER	1	L.S.	\$ 15,000.00	\$ 15,000.00
9	WATER SERVICE	1	L.S.	\$ 10,000.00	\$ 10,000.00
10	ELECTRICAL	1	L.S.	\$ 25,000.00	\$ 25,000.00
11	SITE LIGHTING	1	L.S.	\$ 25,000.00	\$ 25,000.00
12	ASPHALT PARKING LOT	9,798	S.F.	\$ 5.00	\$ 48,990.00
13	CURB & GUTTER	782	L.F.	\$ 30.00	\$ 23,460.00
14	DRIVE APPROACH	1	EA.	\$ 5,000.00	\$ 5,000.00
15	NORTHERN PERIMETER SIDEWALK	12,195	S.F.	\$ 8.00	\$ 97,560.00
16	SOUTHER PERIMETER SIDEWALK	14,588	S.F.	\$ 8.00	\$ 116,704.00
17	6' CONCRETE SIDEWALK	1,088	S.F.	\$ 8.00	\$ 8,704.00
18	10' CONCRETE SIDEWALK	9,311	S.F.	\$ 8.00	\$ 74,488.00
19	SPECIALTY CONCRETE PAVEMENT	6,009	S.F.	\$ 16.00	\$ 96,144.00
20	ADA RAMPS	3	EA.	\$ 3,500.00	\$ 10,500.00
21	PICKLEBALL COURTS (set of 4)	0	L.S.	\$ 250,000.00	\$ -
22	PICKLEBALL LIGHTING (per set of 4)	0	L.S.	\$ 150,000.00	\$ -
23	PICKLEBALL SHADE SAILS	0	EA.	\$ 20,000.00	\$ -
24	BASKETBALL COURT	0	EA.	\$ 75,600.00	\$ -
25	CONCRETE MOWSTRIP/EDGER	200	L.F.	\$ 15.00	\$ 3,000.00
26	LARGE PAVILION/RESTROOM	1	L.S.	\$ 500,000.00	\$ 500,000.00
27	30'X30' PAVILION	0	EA.	\$ 50,000.00	\$ -
28	20'X20' PAVILION	1	EA.	\$ 35,000.00	\$ 35,000.00
29	BOARDWALK	0	S.F.	\$ 75.00	\$ -
30	WETLAND TOWER	0	EA.	\$ 50,000.00	\$ -
31	ICONIC FEATURE	2	EA.	\$ 15,000.00	\$ 30,000.00
32	WAYFINDING & SIGNAGE	0	L.S.	\$ 25,000.00	\$ -
33	PARK BENCH	12	EA.	\$ 2,500.00	\$ 30,000.00
34	PICNIC TABLE	14	EA.	\$ 2,000.00	\$ 28,000.00
35	TRASH RECEPTACLES	10	EA.	\$ 1,500.00	\$ 15,000.00
36	BIKE RACK	1	EA.	\$ 1,000.00	\$ 1,000.00
37	GAGA PIT	2	EA.	\$ 1,500.00	\$ 3,000.00
38	CORN HOLE	4	EA.	\$ 1,500.00	\$ 6,000.00
39	CONCRETE PING PONG TABLE	2	EA.	\$ 2,500.00	\$ 5,000.00
40	BIKING/SKATING ELEMENT	0	EA.	\$ 2,000.00	\$ -
41	DRINKING FOUNTAIN	1	EA.	\$ 5,000.00	\$ 5,000.00
42	PLAYGROUND EQUIPMENT	1	L.S.	\$ 250,000.00	\$ 250,000.00
43	PLAYGROUND SURFACING (POURED IN PLACE)	4,534	S.F.	\$ 5.00	\$ 22,670.00
44	PLAYGROUND SHADE SAILS	0	EA.	\$ 25,000.00	\$ -
45	ADVENTURE PLAY EQUIPMENT	0	L.S.	\$ 250,000.00	\$ -
46	ADVENTURE PLAY SURFACING (WOOD FIBER)	0	S.F.	\$ 5.00	\$ -
47	ADVENTURE PLAY SHADE SAILS	0	EA.	\$ 25,000.00	\$ -
48	BOULDER RETAINING WALL	0	S.F.	\$ 100.00	\$ -
49	DECIDUOUS TREE (2" CAL.)	64	EA.	\$ 650.00	\$ 41,600.00
50	EVERGREEN TREE (6' HT.)	0	EA.	\$ 600.00	\$ -
51	ORNAMENTAL TREE (2" CAL.)	28	EA.	\$ 500.00	\$ 14,000.00
52	LANDSCAPE BOULDERS	20	EA.	\$ 500.00	\$ 10,000.00
53	SOD (includes 4" topsoil)	25,503	S.F.	\$ 2.00	\$ 51,006.00
54	MEADOW GRASS (includes 4" topsoil)	4,525	S.F.	\$ 0.50	\$ 2,262.50
55	SHRUB BED (includes 12" topsoil, fabric, mulch)	7,964	S.F.	\$ 8.00	\$ 63,712.00
56	SPLASH PAD	0	S.F.	\$ 150.00	\$ -
57	IRRIGATION SYSTEM - TURF	25,503	S.F.	\$ 1.50	\$ 38,254.50
58	IRRIGATION SYSTEM - MEADOW GRASS	4,525	S.F.	\$ 1.00	\$ 4,525.00
59	IRRIGATION SYSTEM - DRIP	7,964	S.F.	\$ 2.00	\$ 15,928.00
60	PERMITS AND FEES/BOND	0	L.S.	\$ 250,000.00	\$ -

SUB-TOTAL COST= \$ 1,982,905.73

15% Contingency \$ 198,290.57

TOTAL ESTIMATED COST= \$ 2,181,196.30



Ridgeline Park- Concept C3
Preliminary Construction Cost Estimate
3/15/2022

Item	Item Description	Qty.	Units	Unit Price	Total
1	MOBILIZATION / DEMOBILIZATION	1	L.S.	\$ 105,583.56	\$ 105,583.56
2	TRAFFIC CONTROL	1	L.S.	\$ 10,000.00	\$ 10,000.00
3	SITE CLEARING AND GRUBBING (including tree removal)	156,164	S.F.	\$ 0.25	\$ 39,041.00
4	DEMOLITION & REMOVAL	15,000	S.F.	\$ 2.50	\$ 37,500.00
5	TEMPORARY CONTROLS	1	L.S.	\$ 15,000.00	\$ 15,000.00
6	SITE GRADING (Spread and Compact)	8,676	C.Y.	\$ 6.00	\$ 52,054.67
7	STORM DRAINAGE	1	L.S.	\$ 25,000.00	\$ 25,000.00
8	SANITARY SEWER	1	L.S.	\$ 15,000.00	\$ 15,000.00
9	WATER SERVICE	1	L.S.	\$ 10,000.00	\$ 10,000.00
10	ELECTRICAL	1	L.S.	\$ 25,000.00	\$ 25,000.00
11	SITE LIGHTING	1	L.S.	\$ 25,000.00	\$ 25,000.00
12	ASPHALT PARKING LOT	13,975	S.F.	\$ 5.00	\$ 69,875.00
13	CURB & GUTTER	1,617	L.F.	\$ 30.00	\$ 48,510.00
14	DRIVE APPROACH	1	EA.	\$ 5,000.00	\$ 5,000.00
15	NORTHERN PERIMETER SIDEWALK	11,761	S.F.	\$ 8.00	\$ 94,088.00
16	SOUTHER PERIMETER SIDEWALK	15,231	S.F.	\$ 8.00	\$ 121,848.00
17	6' CONCRETE SIDEWALK	2,934	S.F.	\$ 8.00	\$ 23,472.00
18	10' CONCRETE SIDEWALK	14,910	S.F.	\$ 8.00	\$ 119,280.00
19	SPECIALTY CONCRETE PAVEMENT	4,706	S.F.	\$ 16.00	\$ 75,296.00
20	ADA RAMPS	4	EA.	\$ 3,500.00	\$ 14,000.00
21	CONCRETE MOWSTRIP/EDGER	250	L.F.	\$ 15.00	\$ 3,750.00
22	LARGE PAVILION/RESTROOM	1	L.S.	\$ 500,000.00	\$ 500,000.00
23	POLE BARN	0	EA.	\$ 750,000.00	\$ -
24	SKATING RINK	0	S.F.	\$ 12.50	\$ -
25	ICE RINK MECHANICAL/EQUIPMENT	0	L.S.	\$ 250,000.00	\$ -
26	NATURALIZED WATER FEATURE	360	L.F.	\$ 150.00	\$ 54,000.00
27	30'X30' PAVILION	1	EA.	\$ 50,000.00	\$ 50,000.00
28	20'X20' PAVILION	0	EA.	\$ 35,000.00	\$ -
29	BOARDWALK	250	S.F.	\$ 75.00	\$ 18,750.00
30	WETLAND TOWER	0	EA.	\$ 50,000.00	\$ -
31	ICONIC FEATURE	2	EA.	\$ 15,000.00	\$ 30,000.00
32	WAYFINDING & SIGNAGE	0	L.S.	\$ 25,000.00	\$ -
33	PARK BENCH	12	EA.	\$ 2,500.00	\$ 30,000.00
34	PICNIC TABLE	14	EA.	\$ 2,000.00	\$ 28,000.00
35	TRASH RECEPTACLES	10	E.A.	\$ 1,500.00	\$ 15,000.00
36	BIKE RACK	1	EA.	\$ 1,000.00	\$ 1,000.00
37	BIKE COURSE	0	S.F.	\$ 4.00	\$ -
38	PUMP TRACK	0	S.F.	\$ 12.00	\$ -
39	9 SQUARE FRAMES	0	E.A.	\$ 1,500.00	\$ -
40	GAGA PIT	0	E.A.	\$ 1,500.00	\$ -
41	DRINKING FOUNTAIN	1	E.A.	\$ 5,000.00	\$ 5,000.00
42	PLAYGROUND EQUIPMENT	1	L.S.	\$ 250,000.00	\$ 250,000.00
43	PLAYGROUND SURFACING	11,587	S.F.	\$ 5.00	\$ 57,935.00
44	PLAYGROUND SHADE SAILS	0	EA.	\$ 25,000.00	\$ -
45	BOULDERING AREA	0	S.F.	\$ 25.00	\$ -
46	DECIDUOUS TREE (2" CAL.)	77	EA.	\$ 650.00	\$ 50,050.00
47	EVERGREEN TREE (6' HT.)	0	EA.	\$ 600.00	\$ -
48	ORNAMENTAL TREE (2" CAL.)	12	EA.	\$ 500.00	\$ 6,000.00
49	LANDSCAPE BOULDERS	25	EA.	\$ 500.00	\$ 12,500.00
50	SOD (includes 4" topsoil)	36,343	S.F.	\$ 2.00	\$ 72,686.00
51	MEADOW GRASS (includes 4" topsoil)	5,014	S.F.	\$ 0.50	\$ 2,507.00
52	SHRUB BED (includes 12" topsoil, fabric, mulch)	5,000	S.F.	\$ 8.00	\$ 40,000.00
53	IRRIGATION SYSTEM - TURF	36,343	S.F.	\$ 1.50	\$ 54,514.50
54	IRRIGATION SYSTEM - MEADOW GRASS	5,014	S.F.	\$ 1.00	\$ 5,014.00
55	IRRIGATION SYSTEM - DRIP	5,000	S.F.	\$ 2.00	\$ 10,000.00
56	PERMITS AND FEES/BOND	0	L.S.	\$ 250,000.00	\$ -

SUB-TOTAL COST= \$ 2,227,254.73

15% Contingency \$ 222,725.47

TOTAL ESTIMATED COST= \$ 2,449,980.20

Agenda Item #12

Description	Discussion & Consideration - Approval of 1200 West 2600 South Roundabout Design Contract
Presenter	Darren Farar, City Engineer
Recommendation	Approve 1200 West 2600 South Roundabout Design Contract amendment with CRS Engineers
Reviewed By	City Engineer

Background:

In June of 2020 staff received a proposal from CRS Engineers to design 1200 West from the 3200 South roundabout project to 2200 South. In September of that same year the City entered into a contract with CRS to design traffic calming measures (\$7,000) and to provide survey and property related information related to the improvements (\$26,930). In October of 2021, Council approved second and third amendments to the CRS contract to perform the full engineering design and geotechnical studies for the roadway improvements (\$86,864) and to perform a warrant study with the objective of confirming that a roundabout at the intersection of 1200 West and 2600 South would meet industry standards sufficient to recommend the design (\$7,290). The roundabout study was deemed necessary as a precursor to approving an expenditure of funds to complete a roundabout design.

CRS has recently completed the roundabout warrant study (see attached). CRS's findings indicated that per the United States Department of Transportation (USDOT) roundabout design guidelines, the intersection of 2600 S and 1200 W sufficiently met all 6 criteria necessary to recommend construction as a roundabout.

With the roundabout study completed, staff is prepared to recommend that Council move forward with adoption of a final amendment to the CRS contract to include design of the roundabout (\$110,600), and underground utility mapping throughout the project area (\$33,000). Staff requests that an additional \$7,000 (5%) be allocated as an owner contingency to cover miscellaneous items that may come up during design. Specifically, this will address an increase in the geotechnical expenses related to the roundabout which CRS has not yet been able to nail down. Contingency can also be used for additional underground utility mapping if the need was to arise. Geotechnical and underground utility mapping were primary causes for delays and additional costs in the 3200 S roundabout construction project. We expect to have a firm understanding of each prior to moving into construction.



CRS Engineers
Max Pierce | 801.746.6255 | max.pierce@crsengineers.com
45 East 200 North Ste 107 | Logan, UT 84321



1200 West 2600 South Roundabout
Justification Report March 2022

Introduction

Nibley City is considering a roundabout at the intersection of 1200 West and 2600 South. This report is to study the justification of a roundabout at this location with a look at planned development in the region and how it would affect said roundabout. This report will use the United States Department of Transportation's (USDOT) book titled *Roundabouts: An Informational Guide* as a basis for analysis. Traffic volumes and projections from the 2019 Nibley Transportation Masterplan and Utah's Unified Transportation Plan will be utilized throughout the report. Utah's Unified Transportation Plan is a state wide compilation of traffic data and projections taken from multiple regional planning organizations such as the Utah Department of Transportation (UDOT) and the Cache Metropolitan Planning Organization (CMPO).

1200 West in Nibley City is planned to connect with and serve as an extension to the highly traveled 1000 West principal arterial located in Logan City. CRS has been contracted to design full width improvement south from 1000 West to 3200 South. 1200 West currently extends south of 3200 South to Hyrum City. Once the mentioned connection is completed 1200 West will be a leg in a major north to south corridor in Cache County. 2600 South currently runs east to west from Ridgeline High School, which is just east of State Road 165, to Highway 89/91. Developers are planning to subdivide the land to the west of this 1200 West 2600 South intersection.

Existing Conditions

In the existing condition each leg of the intersection has an average of less than 500 vehicles a day (2019 Nibley Transportation Masterplan). Three generators that affect the traffic in the area are Ridgeline High School, Nibley Elementary and Thomas Edison Charter School, however each has other routes that are either high capacity or have more collector routes feeding into them. Both 1200 West and 2600 South collect local traffic at the intersection with very little through traffic.

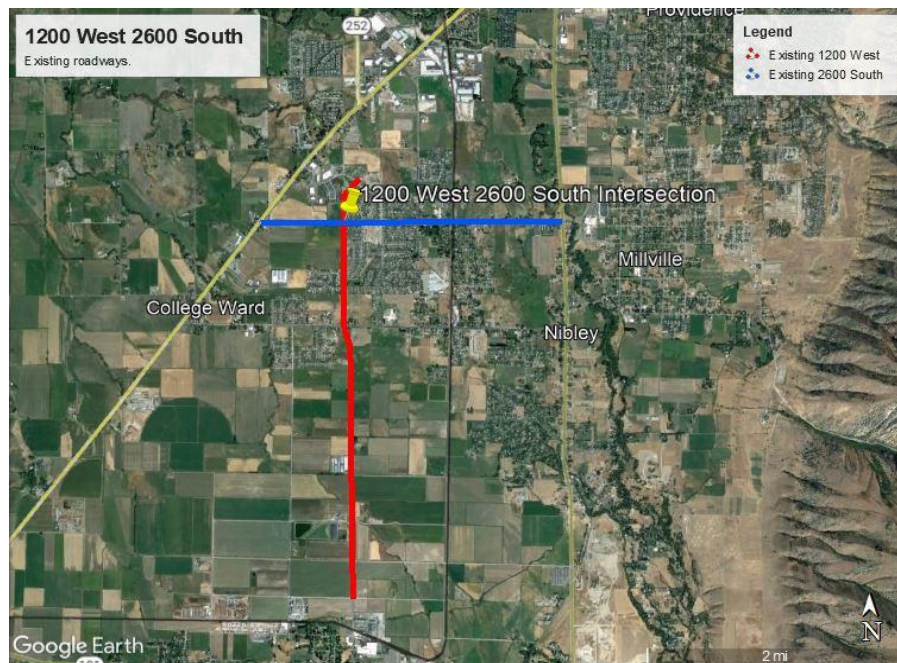


Figure 1: Existing Roadways Map

2600 South is in construction to be improved as a through street from SR 165 to Highway 89/91. This added connection will contribute to the traffic flowing through the intersection, however further improvements to the 2600 South Highway 89/91 intersection will be needed before this route can reach a higher level of service. Also, under the existing conditions there are no significant traffic generators between Highway 89/91 and 1200 West along 2600 South making it a safe assumption to use the existing traffic counts from the Nibley Transportation Masterplan.

Future Projections

Cache County has had considerable growth over the past several years and is predicted to continue to grow at a rapid rate throughout the entire county. Once 1200 West is fully connected to SR 252 to the north and a signal is constructed at the 2600 South Highway 89/91 intersection the 1200 West 2600 South intersection will transition into a regionally important intersection for north-south and east-west traffic. The 2019 Nibley Transportation Masterplan and CMPO show 2050 annual average daily traffic (AADT) projections at the 1200 West 2600 South intersection to be 3,000 on 2600 South and 14,500 on 1200 West.

Contributing factors to these projections include the increased accessibility and visibility of the intersection and its corresponding roadways that will generate through traffic, not intended to stop at near the intersection, as well as several residential subdivisions and commercial projects planned in the area that will increase locally generated traffic volumes. Much of the agricultural area around the 1200 West 2600 South intersection is zoned to allow residential, commercial, and industrial areas that will usher with them improved roadways, utilities and additional traffic.

Basis of Justification

Chapter 3 of *USDOT's Roundabouts: An Informational Guide* outlines determining factors for selecting a roundabout location. These factors include; 1) context, 2) lane configuration and capacity requirements, 3) selection category, 4) Alternative comparisons and 5) space and economics. This section will briefly evaluate these factors to determine the justification.

- **Context** – In terms of roundabout justification, context refers to the existing site conditions and how a roundabout would be affected by those conditions. Existing conditions for the proposed center of roundabout is in an agricultural field. In many respects this is an optimal location for a roundabout. Existing contours are relatively flat without hills or valleys and there are no existing utilities that need to be relocated for the construction of a roundabout apart from irrigation ditches.

This roundabout is planned to be constructed in coordination with 1200 West roadway improvements and subdivision development. This projected schedule is ideal for a new roundabout because it will be a part of the new roadway system instead of changing the established way that commuters drive around the area.

- **Lane Configuration and Capacity Requirements** – The proposed intersection will be a four-leg intersection, two legs for 1200 West running north and south and two for 2600 South running east and west. Exhibit 3-1 in *USDOT's Roundabouts: An Informational Guide* shows parameters for capacity that a four-leg roundabout can handle based on the percent of predicted left turn lanes and the projected capacity of the travel lanes coming into the roundabout. According to the projected daily traffic from 2019 Nibley Transportation Masterplan and the CMPO

projections the for 2600 South and 1200 West are 3,000 AADT and 14,500 AADT respectively. The total of both roadways will be 17,500 AADT which is below the minimum threshold depicted for a single-lane roundabout on this graph regardless of the percent minor or the left turn percentage, which is approximately 35% based on turning movement projections.

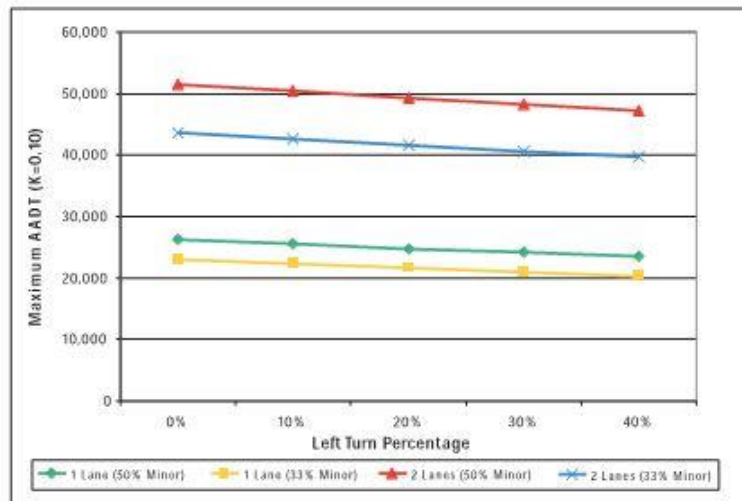


Exhibit 3-1. Maximum daily service volumes for a four-leg roundabout.

For three-leg roundabouts, use 75 percent of the maximum AADT volumes shown.

Figure 2: Exhibit 3-1 from USDOT's Roundabouts: An Informational Guide

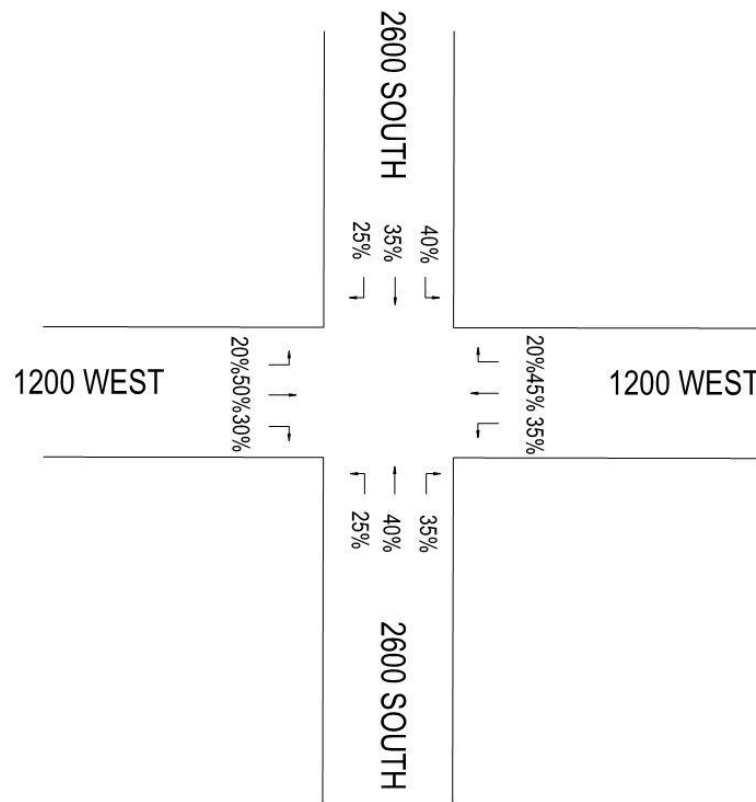


Figure 3: Projected Turning Movement Percentages

- **Selection Category** – Selection category is a term for the motivation for a roundabout and whether the location would contribute to fulfilling that motivating factor. As was explained to

CRS Engineers, Nibley wants a roundabout for traffic calming purposes and to enhance the community. A roundabout at this intersection will provide traffic calming for both corridors but it will be especially effect to 1200 West. 1200 West will have high traffic flow (14,500 AADT by 2050) and a roundabout will encourage drivers to lower their velocity to the designed speed limit. The traffic calming utilization of a roundabout directly contributes to the City's other goal to enhance the community. Roundabouts and traffic calming have a tendency to make the area feel maintained and well planned while avoiding comparisons to a large city.

- **Alternative Comparisons** – This section compares a roundabout to other standard intersection types. Specifically, two-way stop-control, all-way stop control and signal control intersections.
 - **Two-way stop-control** – This intersection excels where the bulk of the traffic at an intersection is on a single roadway or corridor. On this intersection in the year 2050 1200 West is projected to have approximately 83% of the total intersection traffic. According to Exhibit 3-8 in *USDOT's Roundabouts: An Informational Guide* a roundabout will still have higher capacity at an intersection with 17,500 Predicted AADT and 83% of traffic on the major road.

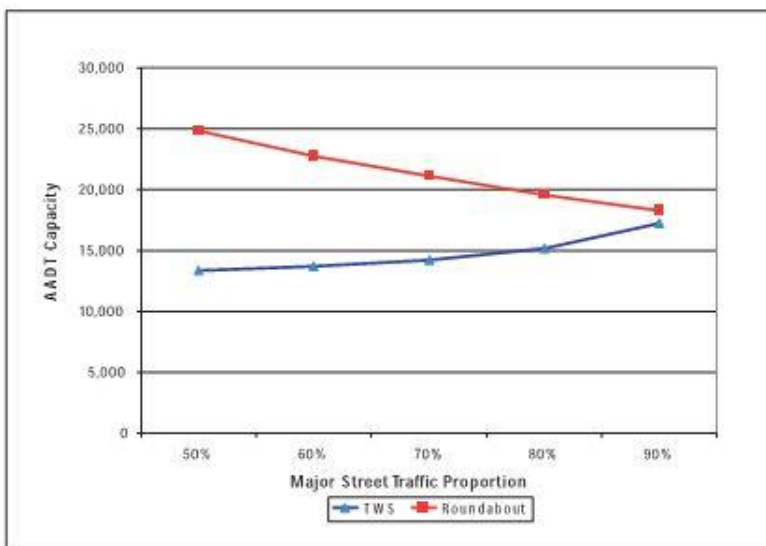


Exhibit 3-8. Comparison of TWSC and single-lane roundabout capacity.

Roundabout capacity decreases as the proportion of minor street entering traffic decreases. Roundabouts and TWSC intersections have about the same capacity when the minor street proportion is less than 10 percent.

Figure 4: Exhibit 3-8 from USDOT's *Roundabouts: An Informational Guide*

- **All-way stop-control** – This intersection would cause considerable delays to this intersection particularly since 1200 West which is projected to have 83% of the intersections traffic would have the same priority at the intersection as 2600 South.
- **Signal control** – The Manual on Uniform Traffic Control Devices (MUTCD) has a standard signal warrant to determine whether an intersection would justify a signal controlled intersection. The MUTCD has no such warrant for a roundabout which tends to make a direct comparison difficult. One clear benefit that a roundabout has that a signal doesn't is how well it handles left-turn traffic. In Exhibit 3-13 from *USDOT's Roundabouts: An Informational Guide* is a graph that depicts the delay reduction that a roundabout has compared to signal based on the AADT and percent

left turn traffic. The graph shows significant reduction at the 17,500 AADT and 35% left turn criteria.

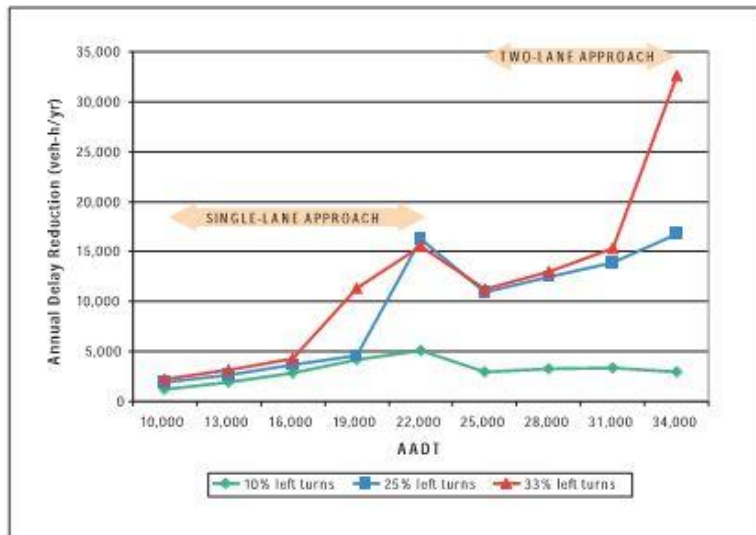


Exhibit 3-13. Delay savings for roundabout vs. signal, 65 percent volume on major street.

When the major street approaches dominate, roundabout delay is lower than signal delay, particularly at the upper volume limit for single-lane approaches and when there is a high proportion of left turns.

Figure 5: Exhibit 3-13 from USDOT's Roundabouts: An Informational Guide

- **Space and Economics** – Roundabouts occupy more space than a typical intersection. This requires more planning and more required right-of-way. Nibley City plans to swing the road to the west before development fills the area to accommodate a roundabout without affecting established homes. This will give the roundabout sufficient space and potentially save money on right-of-way acquisition.

Conclusion

According to the methods of roundabout justification as established in *USDOT's Roundabouts: An Informational Guide* the intersection at 1200 West and 2600 South is justified through the context, lane configuration, capacity requirements, space and economics. An analysis of alternative comparisons show that the roundabout would better handle the projected traffic flow than a standard intersection. This intersection will be regionally significant to both east-west and north-south traffic once traffic improvements take place. Assuming that the traffic projections are accurate, a roundabout will service the flow at the intersection through the year 2050.

Bibliography

AECOM, "Nibley Transportation Masterplan," Jan-2019. [Online]. Available: https://www.nibleycity.com/images/departments/planning_and_zoning/Master_Plans/TMP_January_2019_Final_1.pdf. [Accessed: 09-Feb-2022].

J. G. Bared, "Roundabouts: An Informational Guide." Federal Highway Administration, Mclean, Virginia, Jun-2000.

Utah's Unified Transportation Plan, 2022. ArcGIS Web Application. [online] Wfrc.org. Available at: <https://wfrc.org/traffic-volume-map-cache/> [Accessed 3 March 2022].



March 21, 2022

Darren Farar
455 West 3200 South
Nibley, Utah 84321
darren@nibleycity.com

Darren,

For the 1200 West roadway improvements and extension project we propose the following scope and fees to be added to the original scope:

- \$110,600 to complete a roundabout design. A roundabout design is proposed as part of Nibley City Master plan at the intersection of 2600 South and 1200 West. The fee includes the design of the roundabout, utility design, drainage, irrigation company coordination, landscape design and electrical design.
- \$33,000 to perform utility potholing. This fee includes mobilization, potholing, and surveying. This fee covers up to thirty potholes locations.
- Geotechnical study scope is to be determined in a meeting on Friday March 25, 2022. Any additional fee associated with that scope is pending and not included in this fee.
- This does not include construction staking or construction management.

Any changes to scope or redesigns requested will require a change order with a fee to be negotiated.

If we missed anything or you have any questions, please contact me. If this meets your approval, please contact me so we can execute the appropriate contract documents and begin work.

Sincerely,

CRS Engineers

Max Pierce, PE
Associate

Agenda Item #13

Description	Discussion & Consideration - Determining Conformance of Proposed Stonebridge Subdivision, Phases 3-4 Final Plat Layout, to Approved Preliminary Plat (Applicant: Shaun Dustin)
Presenter	Justin Maughan, City Manager
Recommendation	Make determination that proposed Final Plat lay-out substantially conforms to approved Preliminary Plat
Reviewed By	City Planner, City Engineer, City Manager, Mayor

Background:

The Stonebridge Subdivision Preliminary Plat received approval with a Conditional Use Permit as a Cluster Subdivision in 2006. The 1st two of four phases have been completed. Shaun Dustin, authorized representative of Puente de Piedra, LLC and current owner of the remaining property, has submitted a Final Plat for Phase 3 of the subdivision. NCC 21.02.070 provides the following:

If the applicant has not recorded the final plat or, in the case of the preliminary plat, presented a final plat for a phase of the subdivision for approval, within that one year period, the City shall provide thirty (30) days' written notice to the applicant and thereafter, the approval shall be void, if the applicant fails to cure the default within said thirty (30) day period.

Although it has been sixteen years since the approval of the Preliminary Plat, the City did not send notice to the applicant to invalidate the approved Preliminary Plat. Therefore, the Preliminary Plat still has standing and a conforming Final Plat can be considered by the City for approval.

The applicant wishes to move forward with Final Plat approval for Phase 3 and subsequently Phase 4. However, to address some issues related to Sewer and Stormwater Design, as well as conformance with Nibley City's Connectivity Standards, the applicant would like to propose some adjustments to the configuration of lots, roadways, utilities and open space, including the following:

- Flip the orientation of the 2850 S Cul-de-Sac to a north to south orientation, rather than south to north, with an inlet at 1290 W and 2770 W.

- Change 2790 S Cul-de-Sac to stub road connecting to adjacent Parcel 03-015-0002 to the north.
- Add inlet to Subdivision, connecting 2790 S Cul-de-Sac to 1200 W at 2800 S, aligned with existing 2800 S to the east.
- Replace lots lost from additional roadway connections to the open space area along 1290 West.

The applicant has provided a summary of these changes which impacts the subdivision as follows:

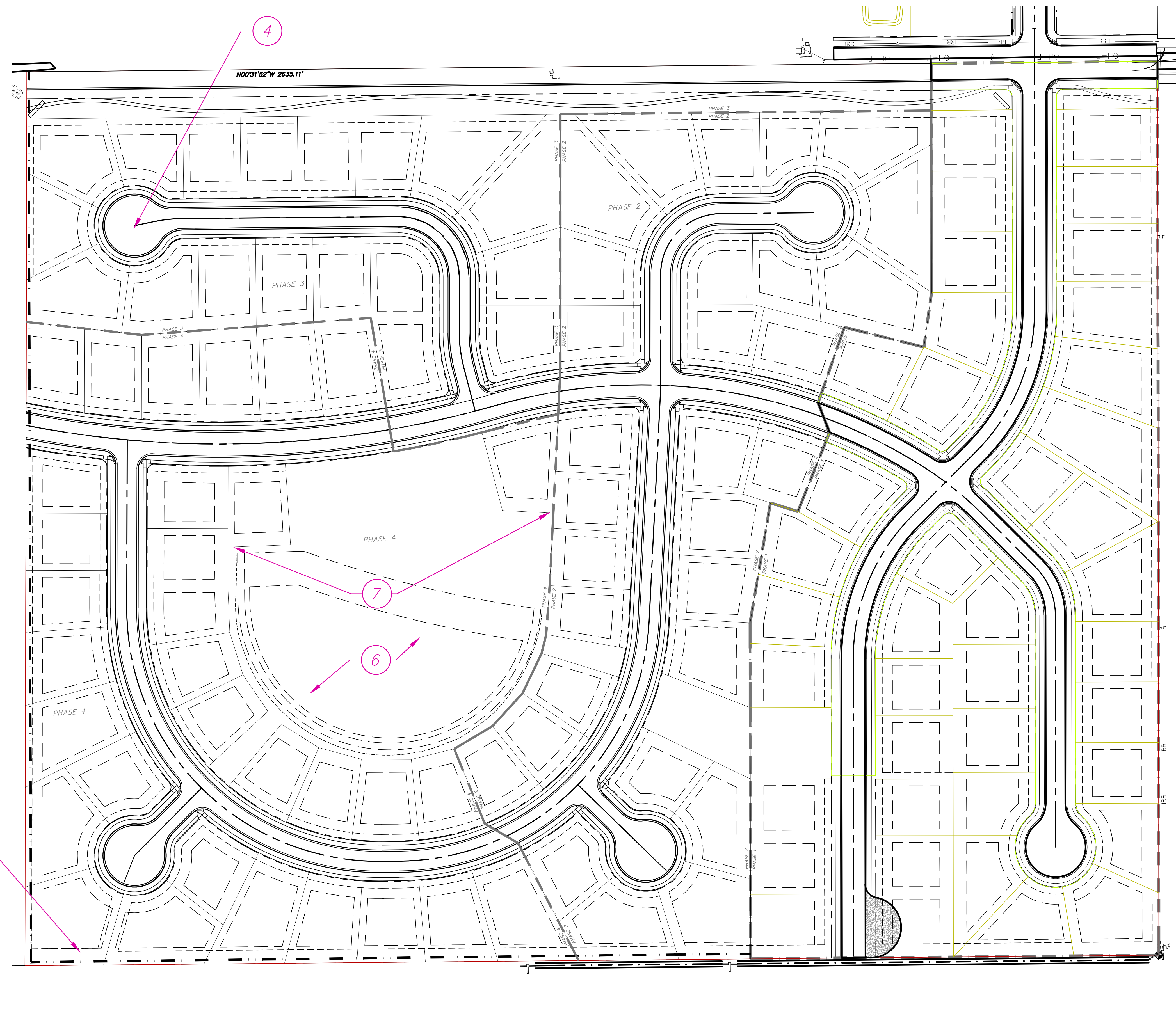
- No change to the number of approved lots
- Decrease in total open space area by 1.18 acres
- Increase in Right-of-Way area by 0.9 acre
- Decrease in average lot size by 327 sq ft. The average lot size remains in conformance with minimum zoning standards.

NCC 21.06.080 states that the final plat must be “prepared according to this ordinance and to the Nibley City Design Standards and Specifications.” Those, in turn, provide under 1.1(26) “Final Plat: A map of all or part of a subdivision **providing substantial conformance to an approved preliminary plat**, prepared by a registered professional engineer or a registered land surveyor in accordance with the city's subdivision ordinance.”

Ultimately, the City Council, as the approval authority, will determine whether the proposed Final Plat meets this definition of ‘substantial conformance’ to the Preliminary Plat. While Staff is supportive of these changes and the determination that this updated lay-out substantially conforms to the Final Plat, as the number of lots, lot sizes, density, and general lay-out of the subdivision is proposed to stay intact, Staff understands that this is open to reasonable interpretation and requests that this be clarified prior to the comprehensive review of the Final Plat.

ACCEPTED PRELIMINARY PLAT LAYOUT

STONEBRIDGE SUBDIVISION

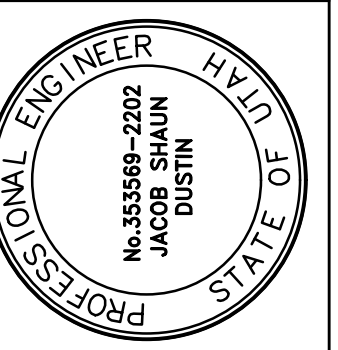


NOTES

1. 120 LOTS APPROVED
2. CLUSTER SUBDIVISION AVERAGE LOT SIZE MINIMUM = 14,000 SF
3. AVERAGE LOT SIZE: 14,562 SF
4. CUL-DE-SAC ORIENTATION CAUSES FLOODING
5. UTILITIES ROUTED THROUGH BACK YARDS CREATE FUTURE PERMIT CONFLICTS
6. POND DESIGN CAUSES FLOODING IN PHASE 2
7. BLIND CORNERS IN OPEN SPACE
8. ONLY ONE ENTRY/EXIT POINT UNTIL PROPERTY TO NORTH IS DEVELOPED

2006 Buildout Cluster Subdivision Calculations

Phase	# Lots	Total Acres	Developable Area (SF)		Total	ROW Acres	Avg Lot (SF)
			Lot area	Open Space			
1	40	15.28	486,638	20,746	507,384	3.63	12,685
2	30	12.58	373,763	35,194	408,957	3.19	13,632
3/4	50	23.1	626,837	204,271	831,108	4.02	16,622
Total	120	50.96	1,487,238	260,211	1,747,449	10.84	14,562



DUSTIN ENGINEERS
2340 W HERITAGE DR, SUITE A
NIBLEY, UT 84321
PHONE (435) 770-0147

DUSTIN
ENGINEERS
BUILD BETTER

NO.	REVISIONS DESCRIPTIONS	DATE	APPROVED

JOB NO. 220200616
DATE 02-17-22
SCALE AS SHOWN
DR. BY RB
CK. BY SD
FILE

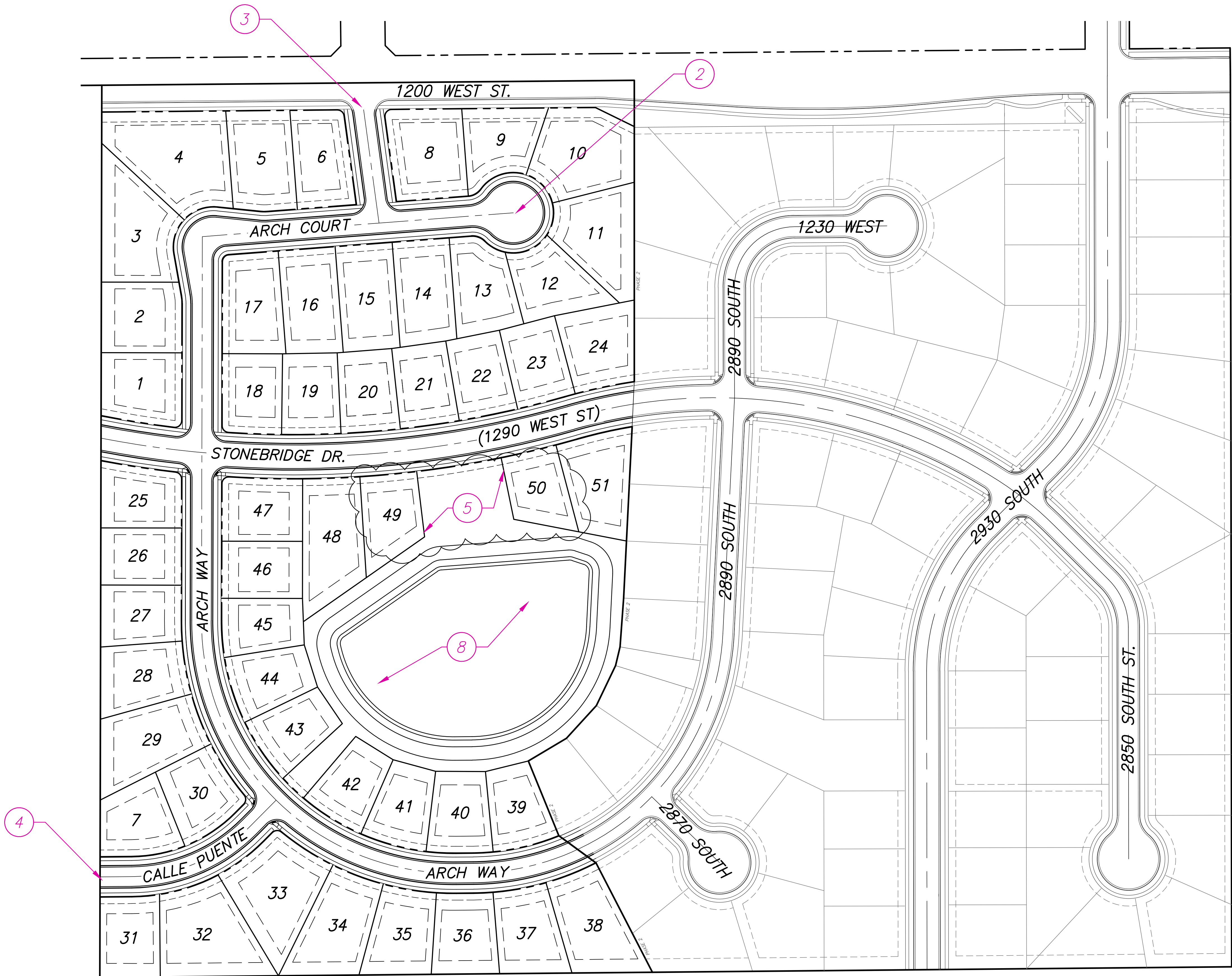
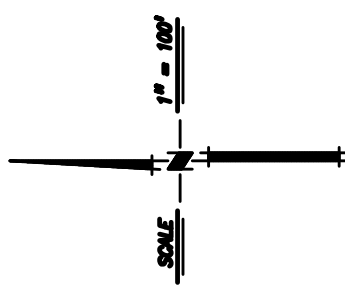
REVISED CLUSTER SUBDIVISION
STONEBRIDGE SUBDIVISION
1200 WEST 2980 SOUTH
NIBLEY, UT

SHEET
C-2
OF 3 SHEETS



PROPOSED FINAL PLAT LAYOUT

STONEBRIDGE SUBDIVISION



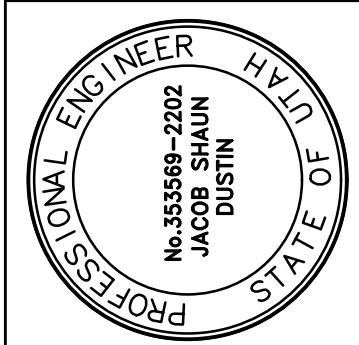
NOTES

1. 120 LOTS APPROVED 2006
PRELIM PLAT, 120 LOTS
PROPOSED
2. REVERSE CUL-DE-SAC TO
FACILITATE STORM DRAIN AND
FIX SEWER
3. ADD CONNECTION TO 1200
WEST PER HOA AND CITY
REQUEST
4. ADD CONNECTION TO NORTH
PER HOA REQUEST AND TO
FACILITATE CITY SEWER AND
STORM DRAIN
5. LOTS DISPLACED BY NEW
ROADS RELOCATED TO 1290
WEST
6. AVERAGE LOT SIZE: 14,235 SF
7. CLUSTER SUBDIVISION
AVERAGE LOT SIZE MINIMUM =
14,000 SF
8. REVISED POND DESIGN
RESOLVES PHASE 2 FLOODING

Preliminary to Final Plat Changes Summary Table

	# Lots	Area (ac)	Developable Area (ac)			ROW ² (ac)	Average Lot (SF)
			Lot area ¹	Open ²	Total		
Prelim	120	50.96	34.14	5.97	40.12	10.84	14562
Final	120	50.96	34.42	4.79	39.21	11.75	14235
Change	-	-	0.28	-1.18	-0.90	0.90	-327.21

1. Changes in total lot area are due to increase in lot size on Stonebridge Dr to accommodate sightline security in common space
2. Decrease in open space = increase in City ROW to accommodate improved utility connections, flood drainage, and connectivity on 1200 West and Calle Puente



DUSTIN ENGINEERS
2340 W HERITAGE DR, SUITE A
NIBLEY, UT 84321
PHONE (435) 770-0147

DUSTIN
ENGINEERS
BUILD BETTER

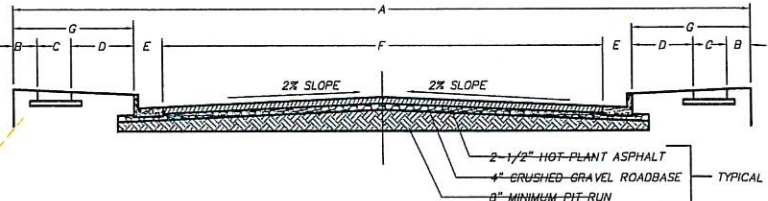
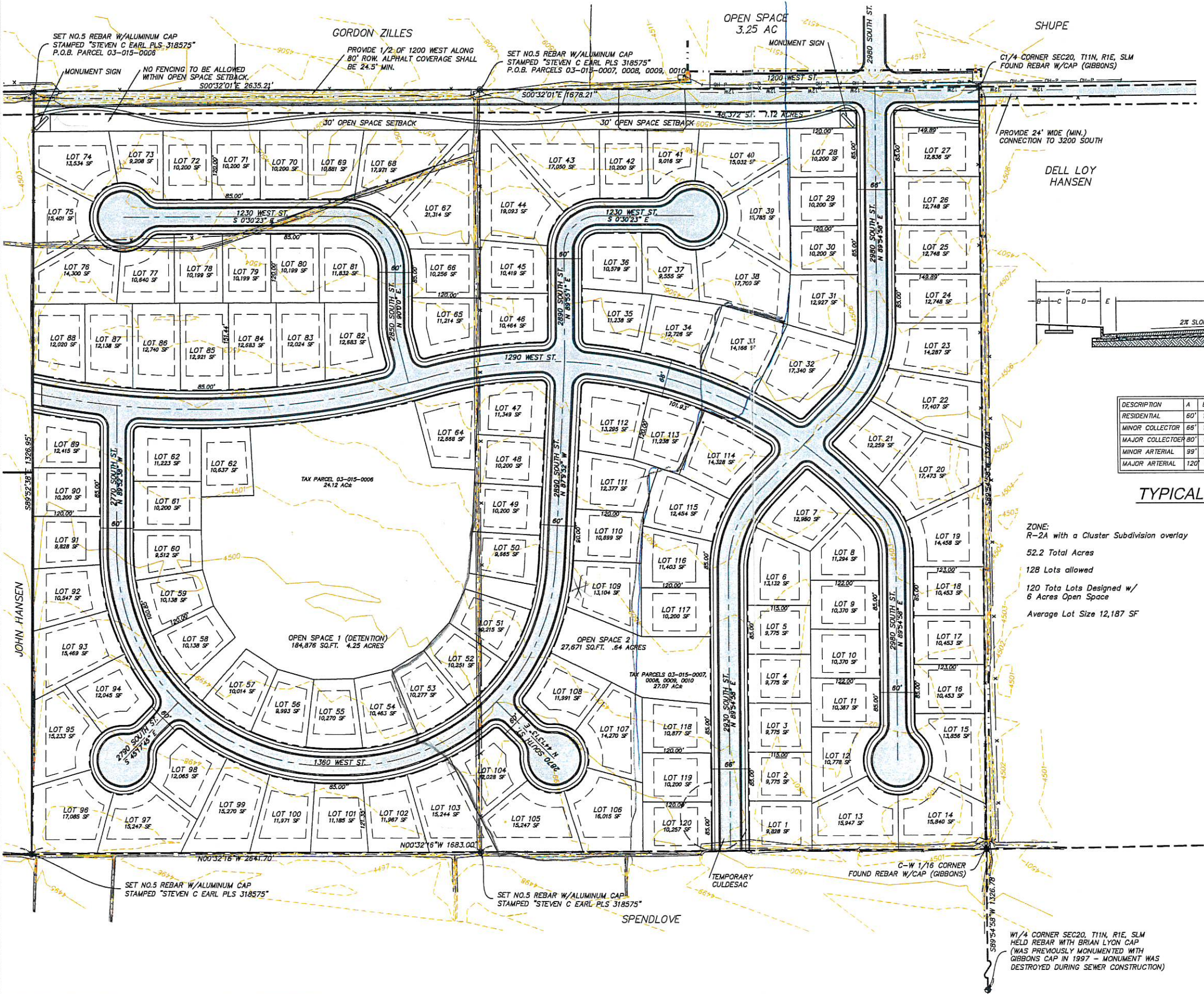
NO.	REVISIONS DESCRIPTIONS	DATE	APPROVED

JOB NO. 20200616	DATE 02-17-22
SCALE AS SHOWN	DR. BY RB
CK. BY SD	FILE

REVISED CLUSTER SUBDIVISION
STONEBRIDGE SUBDIVISION
1200 WEST 2980 SOUTH
NIBLEY, UT

STONEBRIDGE

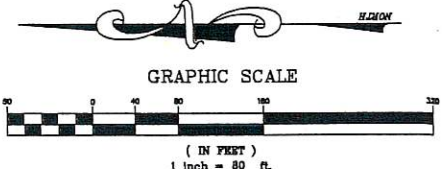
PRELIMINARY PLAT
1200 WEST, NIBLEY, CACHE COUNTY, UTAH
JUNE, 2006



DESCRIPTION	A	B	C	D	E	F	G	TRAFFIC LANE	PARKING
RESIDENTIAL	60'	1'	4'	8'	2.5'	29'	13'	2 @ 11.5'	1 @ 6'
MINOR COLLECTOR	66'	1'	4'	8'	2.5'	35'	13'	2 @ 11.5'	2 @ 6'
MAJOR COLLECTOR	80'	1'	4'	8'	2.5'	49'	13'	3 @ 12'	2 @ 6'
MINOR ARTERIAL	99'	1'	5'	8'	2.5'	66'	14'	4 @ 12.5'	2 @ 8'
MAJOR ARTERIAL	120'	1.5'	5'	8'	2.5'	86'	14.5'	5 @ 14'	2 @ 8'

TYPICAL ROAD X-SECTION
NOT TO SCALE

ZONE:
R-2A with a Cluster Subdivision overlay
52.2 Total Acres
128 Lots allowed
120 Total Lots Designed w/
6 Acres Open Space
Average Lot Size 12,187 SF



PRELIMINARY PLAT
PLAT MAP.

STONEBRIDGE
(PRELIMINARY PLAT)

Cache • Landmark
Engineers
Surveyors
Planners
666 North Main St.
Suite 303
Logan, UT 84321
435.713.0099

DATE: 5 JULY 2006
SCALE: 1" = 80'
CALCULATIONS BY: S. EARL
DRAWING BY: J. SCOTT
CHECKED BY: R. BLOSSOM
PROJECT NUMBER: 835-0401
SHEET:

Agenda Item #14

Description	Discussion & Consideration – Resolution 22-11: Expressing Nibley City's Desire to Authorize the Mayor to Enter Into a Governance Body to Negotiate a Potential Garbage Collection Contract (First Reading)
Presenter	Larry Jacobsen, Mayor
Recommendation	Move to approve Resolution 22-11: Expressing Nibley City's Desire to Authorize the Mayor to Enter Into a Governance Body with Other Mayors in Cache Valley to Negotiate a Potential Garbage Collection Contract, and waive the second reading.
Reviewed By	City Manager, Mayor

Background:

Logan City recently announced that they would be terminating their contract for county-wide trash collection and landfilling. Depending on whether Logan stays with its original promise, or whether it ends the contract as quickly as possible, Nibley City has between one and two years to arrange trash service for its citizens. Other cities, along with the unincorporated areas of the county, have the same issue to solve. For this reason, the mayors in Cache County (excluding Logan) and the County Executive have met to discuss the possibility of collectively contracting a private company for this service. In addition, several cities have entered into discussions on their own with private contractors. The group of mayors realized they have no authority and no purchasing policy to enter into these negotiations, to issue RFPs, evaluate RFPs, and recommend contractors. If the Bylaws and Purchasing Policy for a yet-to-be formed Board of Mayors were written, they would be presented to the Council, and the Council could decide whether or not to participate. However, those Bylaws are not yet written. This proposal asks the Council to pre-authorize the Mayor to engage in the process to collectively negotiate for trash collection services with the non-Logan parts of Cache County.

RESOLUTION 22-11

EXPRESSING NIBLEY CITY'S DESIRE TO AUTHORIZE THE MAYOR TO ENTER INTO A GOVERNANCE BODY TO NEGOTIATE A POTENTIAL GARBAGE COLLECTION CONTRACT

WHEREAS, Logan City has given notice that in two years time, they will no longer provide solid waste collection services to the citizens of Nibley; and

WHEREAS, an informal body of Mayor's across Cache County have begun discussing possibilities for replacement of that service.

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

1. Nibley City Council authorizes Mayor Jacobsen to enter a formal governance body, dedicated to investigating possible replacement solutions, including issuing and evaluation of Request for Proposals from private solid waste collection companies.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2022.

Larry Jacobsen, Mayor

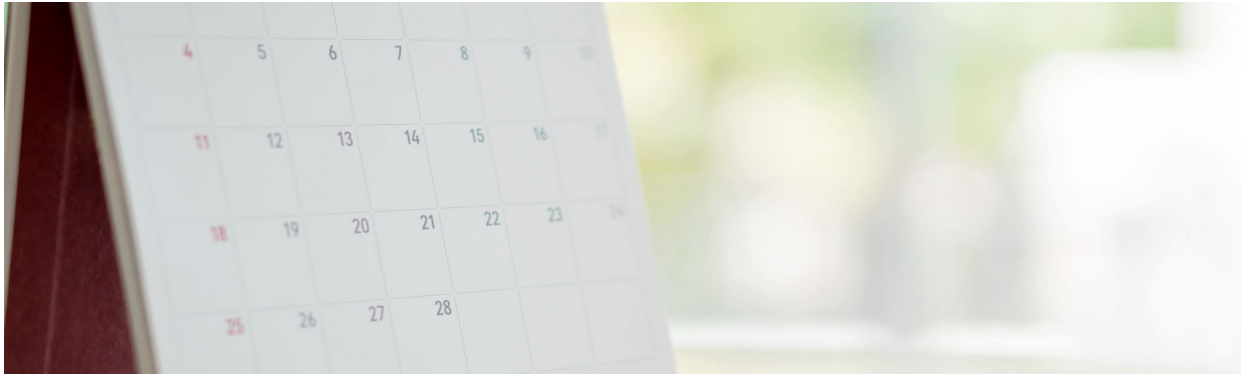
ATTEST:

Cheryl Bodily, City Recorder

Agenda Item #15

Description	Discussion & Consideration – City Council Letter of Support for Lights Constructed at 2600 South, US Highway 89/91
Presenter	Kay Sweeten, Councilmember
Recommendation	Discuss and consider which Councilmembers wish to be included in the letter of support.
Reviewed By	Mayor, Councilmember Sweeten, Councilmember Beus, and one other Councilmember

Background:



3-24-22 Council Meeting Change Summary

- March 17, 2022, meeting minutes were added for the City Council's approval.
- Item #7.1 Resolution 22-09 – The resolution coversheet was reformatted to coincide with Nibley City Ordinance and Resolution design standards.
- Item #8.2 & 8.3 - Comment were removed. Comments can still be viewed in corresponding documents #8.4 & 8.5.
- #10.1 – The Resolution coversheet was written.
- #12.1--1200 W 2600 S Roundabout - Justification Report - 3-16-22 was added.
- #12.2--1200 W 32 to 22 - RA Design Contract - Draft 3-21-22 was added.
- Item #14 was added to the agenda & AIR with corresponding coversheet and background: Resolution 22-11: Expressing Nibley City's Desire to Authorize the Mayor to Enter Into a Governance Body with Othe Mayors in Cache Valley to Negotiate a Potential Garbage Collection Contract (First Reading)
- Item #15 was added to the agenda: City Council Letter of Support for Lights Constructed at 2600 South, US Highway 89/91. Councilmember Sweeten will have this letter available before 3-24-22.