

MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
September 22, 2022

PRESENT: David Hair, Daniel Grange, Clay Wilker, Michael Callahan, Pamela June, Ryan Zollinger, Tara Hobbs, Chad Kendrick, Corey Twedt, Joe Fuhriman, Donna Jean Humphreys, Dirk Lewis, Deborah Covert, Maria Wilkes, Ty Wilkes, Brad Gibbons, Alex Bearnson, Jase Allen, Hans Peterson, Cody Anhder, Linn Stuebner

Call to Order/Roll Call

Mayor David Hair called the City Council Meeting to order for September 22, 2022 at 7:00 p.m. The roll call indicated Mayor David Hair and Councilmembers Pamela June, Michael Callahan, Ryan Zollinger, Clay Wilker and Daniel Grange were in attendance. Also, Treasurer Tara Hobbs and Recorder Corey Twedt were present.

Opening Remarks/Pledge of Allegiance

Councilmember Wilker welcomed everyone to the Council Meeting. He said that he had just come from the open house for the new well which is complete and in service. At the open house John Parker was recognized for his efforts in helping the City pick the location for the new well. Councilmember Wilker then led all present in the pledge of allegiance and offered a word of prayer.

Approval of Agenda

The agenda for the City Council Meeting of September 22, 2022 was reviewed.

Councilmember Callahan moved to approve the agenda for September 22, 2022.

Councilmember Zollinger seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (A copy of the agenda is included as Attachment “A”).

Approval of Minutes of the Previous Meeting

The Council reviewed the minutes of the City Council Meeting for September 8, 2022.

Councilmember Zollinger moved to approve the minutes for September 8, 2022.

Councilmember Callahan seconded. Councilmember June pointed out a grammatical error which was corrected. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes.

Public Comment Period

Mayor Hair opened the floor for any public comments. No one signed up for the public comment portion of the meeting.

Councilmember Callahan motioned to defer the business license request for later in the meeting as Cody Anhder had not yet arrived. Councilmember Grange seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes.

Request to plant trees on edge of Mond-Aire Park

Brad Gibbons said that he and his wife are looking for a service project for their kids and would like to purchase shade trees and plant them along the edge of Mond-Aire Park.

Brad explained that he has been looking at potential options for types of trees that he thinks would do well in that location. He said that they could either plant them between the sidewalk and curb or between the sidewalk and where the grass begins to slope down into the retention pond which is about ten feet in length. He said that he would like to begin with trees along the west end, but if other neighbors were interested in purchasing additional trees, they would want to plant more along the other sides of the park as well.

Mayor Hair asked Public Works Director Chad Kendrick what he thought. Director Kendrick said that each tree comes with additional maintenance and that his concern is that residents get excited about something initially and then their interest fades over time. Director Kendrick pointed out the amount of garbage left in the grass up at the park and that it takes several minutes each time they mow just to clean things up. Chad said that there is a lot of clay in that area, so they would need to find trees that can survive in that environment. Chad said that the trees would need to have a two-inch caliper minimum and that he would prefer the inside rim and not between the sidewalk and the curb.

Councilmember Callahan motioned to allow the planting of trees if Director Kendrick provides approval on the type of tree, quantity and location for where the trees will be planted. Councilmember June seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes.

Request to exchange Parker Spring for Garr Spring water shares

Dirk Lewis said that his goal is to get some water on the Covert property. He said that he has been speaking to a water engineer. Initially he thought the issue with the spring was a result of the City digging the new well since the timeline seemed like it lined up. The engineer he has been speaking to has said that there was no way the well affected this spring considering the depth differences.

Dirk said he now thinks it is likely that the additional development of Garr Spring that was done by the City in 2007 was what has ultimately resulted in Parker Spring drying up. Dirk said that he doesn't think the drought over the past couple of years is the cause.

Donna Jean Humphreys said that water from that location is piped underneath the park to their property. They still have water and want to make sure nothing happens to Parker Spring that would affect the water they receive and use further west.

Director Kendrick said that he has heard that many of the shallow springs throughout Cache Valley are having major reductions in their water quantity because of the drought. He said that if the Coverts were to dig a hole in that location, they would see that there is still water down there that is just not surfacing as much anymore.

Dirk said that the water engineer thought it likely that they would have water back at the Parker Spring at some point in the future. Dirk would like to see if there is an option for them to temporarily use City-owned Garr Spring water shares.

Councilmember Callahan said that he is the water master for one of the irrigation companies and he is hearing that this is the worst drought in this area in hundreds of years.

Recorder Twedt said that originally Dirk blamed the dry spring on the City's new well which was dug over the past two years as this lined up to when the spring went dry. When he was told that this couldn't be the case, he shifted to blaming the dry spring on the City's development of Garr Spring. This happened fifteen years ago and did not line up with the timing of the spring drying up at all. And this water transfer deal happened in 1986. Nobody knew at that time what would happen with water over the next 36 years. The City attorney has stated that there are State statutes in place that do not allow the transfer of water that does not have an equal or greater benefit to the residents of a City. The transfer of Garr Spring water shares to the Coverts in exchange for a dry well would not be an equal benefit for Millville residents.

Director Kendrick pointed out that the City is not using water from Garr Spring all the time as there are other shareholders. If the development of Garr Spring were causing the issues for Parker Spring, when the City isn't taking any water from Garr Spring, shouldn't Parker Spring have water?

Councilmember Zollinger said that springs are not guaranteed water sources. Sometimes they dry up. This deal was made 36 years ago and even if the City Council wanted to give the Coverts water shares from Garr Spring, legally they wouldn't be able to do so.

Councilmember Callahan said that the Spring Creek Spring has been going dry over the past few years as well. Councilmember Callahan said that perhaps the City could lease Garr Spring water shares if they were not being used by the City. Recorder Twedt said that these water shares are extremely important and valuable to the City and each share owned is used 100% in the City water system. This is why the City leases out water shares they own from other irrigation companies but never from Garr Spring.

The Council reiterated that they could not make an exchange of Garr Spring water shares for a spring that is dry as it is not legal to do so. Recorder Twedt said that even if it were legal, he thinks that this would be the wrong thing to do for the City. The original exchange was made in good faith 36 years ago. There was no guarantee of spring water for years to come nor would anyone make that type of guarantee. The reason the law exists for how cities can exchange water shares is because it would not be fair for the City to give

water shares to the Coverts as it would benefit them, but have a negative affect for all other Millville City residents.

Councilmember Callahan motioned to return to the business license request (Item B on the agenda) as Cody Anhder was now present. Councilmember Zollinger seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes.

Request for a Business License for Accurate Maintenance

Cody Anhder has submitted a request for a business license for Accurate Maintenance at 32 West 200 North. Cody explained that all the work for the business would be done on site at other locations and not at the home. Recorder Twedt asked Cody where he planned to park his trailers and other vehicles. Cody said that they would be in the back of his home and not on the road. **Councilmember Callahan moved to approve the business license for Accurate Maintenance.** Councilmember Zollinger seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (A copy of the license application is included with the minutes as Attachment “B”.)

Consideration of Resolution of Intent for a Boundary Line Adjustment moving Alder Property (parcels 03-002-0001, 03-002-0002 and 03-002-0009) from Millville City to Providence City

Mayor Hair introduced Alex Bearnson. Alex said that he is planning on developing these parcels and adjacent parcels to the north. He said that the property owners would prefer to stay in Millville if they could. They have looked at this option with their engineers. Even at the minimum slope, the elevation isn’t there for gravity flow sewer into the Millville system. Alex said that it would be costly to bring utilities out to this location from where they currently are in Millville and that he didn’t see any way to make this feasible from a cost standpoint.

The Council asked what type of development was planned in that location as they had asked before and had not received any information. Alex said that they are planning to do medium-density housing. He said that Providence City was planning to pay for the impact fees for this development. He said that if Millville were willing to come to the table in that type of way, they may be able to make the development work within Millville City. Alex said that Millville currently did not have zoning that would allow for this type of development and the Providence zoning was also in need of updates. Alex said that he was willing to work with Millville in creating zoning for higher-density housing for this part of the City.

Mayor Hair said that the Council needed more time to look into things. Councilmember Zollinger said that Millville would need to see a concept plan of what development is being considered so that they could see how they could help make it work in Millville.

Councilmember Zollinger motioned to table the BLA request until after the Council had more of an opportunity to understand what was intended for the property.

Councilmember Grange seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes.

Councilmember Zollinger asked Alex to provide concept plans for the development. Alex said that he would.

Alex said that he had also started a conversation with the Providence City Manager for the option of developing in Millville with some utilities potentially provided by Providence City. (The related staff report is included with the minutes as Attachment “C”).

Discussion on internal accessory dwelling utility rates

Recorder Twedt said that as was indicated in the staff report, from the research he had done, he disagreed with several of the rate numbers that were provided by Linn Stuebner. He pointed out that comparisons can be difficult in that cities account for things in different ways.

Linn Stuebner said that she gathered the information by calling the cities and the taxing entities. She said that it is very expensive to have a basement apartment in Millville City. Linn explained that she comes from Alpine and had a basement apartment there for which she was only charged \$50 per year. She said that Alpine did this proactively to eliminate the need to add high-density housing in the future.

Linn said that prices should not double because she has an apartment since she still has less people in the home and less vehicles than many of her neighbors.

Linn said that if you look what other cities are charging for basement apartments, Millville is on the high end. She said that out of the seven cities that she looked at on the south side of Cache Valley, Millville and Wellsville are the highest.

Councilmember Zollinger asked what Linn was looking for from the City Council. He pointed out that with the Accessory Dwelling Code the City is currently reviewing, this is one of the things that they would be looking at. He asked what Linn would recommend.

Linn said that she was asking for a reduction in the cost for an in-home apartment. She said again that Alpine City charges \$50 per year and she thinks Millville would benefit from doing something similar now so that when we hit a population for which a low-income housing plan is required, we will already have something in place and can point to the number of in-home apartments throughout the City. Linn said that at the current rate and when sewer fees begin to be charged, she would be unable to continue to live in Millville.

Councilmember Wilker asked if Linn thought that she couldn't be competitive by passing along these fees to the renters of her apartment. She said that this wouldn't work since they could find cheaper apartments in Providence.

Linn said that she would be happy to help Millville create code like what is being done in Alpine. She also said that a retirement home may be a good addition in Millville. Linn said that she would like to request an exception from the monthly utility fees for the apartment in her home.

Councilmember Zollinger pointed out the difficulties in comparing fees from city to city in that some have direct fees and others increase taxes to cover costs of some of their services.

Linn said that when she was considering building in Millville, these fees were not clear or did not exist. There are other Millville residents that have apartments that won't admit that they do because of the high fees.

Councilmember Zollinger said that they are looking at it as the number of families in the City. He said that he doesn't think it is fair to burden all the single-family homes so that rental properties can pay less.

Linn said that she doesn't think this is how Alpine City looked at this issue. By allowing less expensive apartments, they didn't have to provide low-income housing or high-density housing. So, when they reached the population in which low-income housing was required, they already had a plan in place.

Mayor Hair said that he has a duplex with a basement apartment. Originally the City didn't charge anything. Then they started charging 50% for the apartment. Now the Council has decided to charge the full base rate for the utilities. He said that he has a bit of a conflict in that he has a rental but will do whatever the Council decides.

Councilmember Grange said that this is a difficult issue. Linn currently only has few people in her home, including the apartment. But this may not always be the case for that home and that apartment. There are other apartments in the City in which there are big families that make a larger impact on the City. We can't base the rates on the number of people that live there.

Mayor Hair said that the City was currently working through this. They are currently looking at adding code that will deal with accessory dwelling units and short-term rentals.

The Council thanked Linn for coming in and providing the information. (A copy of the related staff report is included with the minutes as Attachment "D".)

Report on P & Z Meeting held September 15, 2022

Councilmember June reviewed with the Council what happened at the Planning Commission meeting held September 15, 2022.

Consideration of a Resolution creating policy on water leak billing adjustments

Recorder Twedt reviewed with Council the proposed policy for dealing with water leak billing adjustment requests. It was discussed that it was good to be adopting a formal policy so that staff was consistent with how they deal with requests for billing adjustments. The Council said they thought the policy was lenient and was fair to the Millville City residents.

Councilmember Grange moved to approve Resolution 2022-20. Councilmember Callahan seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (A copy of the approved resolution is included with the minutes as Attachment “E”.)

Consideration of a Resolution updating the parks use policy

Recorder Twedt reviewed with the Council the draft updates to the Parks Use Policy. He said that the main updates were the hours for the lit pickleball courts, added rules for reservations, hours for the splash pad and requirement for all sport teams to pay a use fee. He asked the Council if they had any edits or other changes they would like to make at this time.

Councilmember June suggested the hours for the lights on the pickleball courts be changed from 6 a.m. – 10:30 p.m. to 6 a.m. – 10:00 p.m. The rest of the Council said that they were okay with this change.

Recorder Twedt said that he thought the Council should consider increasing the rate for renting the North Park pavilion as it was getting a lot of use from people that are not from Millville and it is often not clean when they leave. Recorder Twedt said that it was a very affordable rental, so it is being used by a lot of different people. The Council discussed the costs in maintaining and cleaning the pavilion as well as the costs for arranging the rentals and collecting keys. It was determined that the following North Park pavilion rental rate changes should be made:

- Deposit change from \$150 to \$200.
- Rental fee for residents changed from \$60 to \$75.
- Rental fee for non-Millville residents changed from \$100 to \$150.

The Council also discussed the sports teams that use the field and that additional fees are needed to cover the costs of fertilizer and extra lawn care to deal with the impact from those teams. It was determined that the Council would not change the fee for recreational soccer, but that competitive soccer teams and all other sport teams should pay a fee of \$50 per season per team for use of the fields in Millville and that nobody will be scheduled for use of the fields unless their fees have been paid.

Recorder Twedt updated the resolution with the changes discussed in the meeting.

Councilmember June moved to approve Resolution 2022-19 with the proposed changes. Councilmember Callahan seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (A copy of the approved resolution is included with the minutes as Attachment “F”.)

Consideration of approval of representatives for Solid Waste Contractor selection

Mayor Hair said that there have been some big discussions with the group of mayors regarding the search for a solid waste contractor to replace Logan City. Four companies have placed bids and the prices look pretty good.

Mayor Hair said that the next step is to approve an interlocal agreement to pick a smaller group of mayors that can act on behalf of all the cities. He said that there are just too many people involved right now and it is difficult to get things done. There needs to be an interlocal agreement so that a smaller group can continue to move things forward.

As part of the interlocal agreement, two mayors from the cities on the south side of Cache Valley would be selected. It has been determined that Mayor Miller from Hyrum and Mayor Jacobsen from Nibley will represent the southern cities.

As the Council had not yet seen the interlocal agreement, there were a lot of questions about what would be the role of The Cache Waste Consortium that would be created. Mayor Hair explained that the interlocal would create the board that would select the contractor. Councilmember Zollinger said that he felt they needed to review the interlocal in detail before they could approve it. He asked if Millville City would still be signing the contract with the solid waste contractor or if that would be done by the board that is supposed to be created through the interlocal agreement. Mayor Hair said that the primary role of the board was to find and select the contractor that the cities would be using to replace Logan for solid waste.

Councilmember Callahan motioned to approve the recommended mayor appointees from the southern cities for the solid waste selection committee. Councilmember June seconded. Councilmembers Callahan, June, Wilker and Grange voted yes and Councilmember Zollinger voted no. (A copy of the draft interlocal agreement that was briefly reviewed during the meeting is included in the minutes as Attachment “G”.)

City Reports

Director of Public Works Chad Kendrick reported that the new asphalt on the parking lot at the South Park is complete and looks good. He said that there were issues with the new Dodge truck, and it is back at the dealership getting some parts repaired that are under warranty. Director Kendrick also reported that in the next week or so they will begin shutting down the splash pad, wells and sprinklers in preparation for the winter.

Councilmember Reports and Items for Future Agendas

(A copy of the Councilmember Assignments List is included with the minutes as Attachment “H”.)

There were no reports from the Councilmembers. Mayor Hair said that one thing the Council should consider is the City may need to find a way to help pay to run services to the north part of the City until development takes place. If we can sell the unneeded capacity in the sewer line that goes through Nibley, they could use that money to help fund the needed infrastructure.

Adjournment

Councilmember Zollinger moved to adjourn the meeting. Councilmember Wilker seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. The meeting adjourned at 9:16 p.m.

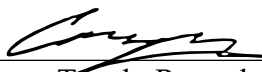
NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold their regularly scheduled Council Meeting on Thursday, September 22, 2022, at the Millville City Office, 510 East 300 South in Millville, Utah, at 7:00 p.m.

1. Call to Order / Roll Call – Mayor Hair
2. Opening Remarks / Pledge of Allegiance – Councilmember Wilker
3. Approval of agenda
4. Approval of minutes of the City Council Meeting – September 8, 2022
5. Agenda Items—
 - A. Public Comment Period (2 min/person)
 - B. Business License Request for Accurate Maintenance at 32 W. 200 N. – Cody Anhder
 - C. Request to plant trees on edge of Mond-Aire Park – Katie Gibbons
 - D. Request to exchange Parker Spring for Garr Spring water shares – Dirk Lewis
 - E. Consideration of Resolution of Intent for a Boundary Line Adjustment moving Alder Property (parcels 03-002-0001, 03-002-0002 and 03-002-0009) from Millville City to Providence City – Mayor Hair
 - F. Discussion on internal accessory dwelling utility rates – Linn Stuebner
 - G. Report on P&Z Meeting held September 15, 2022 – Councilmember June
 - H. Consideration of Resolution creating policy on water leak billing adjustments – Recorder Twedt
 - I. Consideration of Resolution updating the parks use policy – Recorder Twedt
 - J. Consideration of approval of representatives for Solid Waste Contractor selection – Mayor Hair
 - K. City Reports: Roads, Parks, Water – Public Works Director Kendrick
 - L. Councilmember Reports and Other Items for Future Agendas
 - M. Closed Session to Discuss Open Litigation (if needed)
6. Adjournment.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during public meetings should notify Corey Twedt at (435) 881-2669 at least three days prior to the meeting.

This agenda was posted on September 19, 2022 to the City posting locations, the City Website and the Utah Public Meeting Notices Website.


Corey Twedt, Recorder



CHECK APPLICABLE BOX

☐ Commercial
 ☒ New Application
☐ Home Business
 ☐ Application Amendment

CHANGE OF:

☐ Ownership
 ☐ Business Name
☐ Address
 ☐ Business Description

For businesses with a permanent physical location within the Millville City limits. This is not the application for special events, temporary businesses or solicitors.

License No. _____
Date Received _____

Application Contact: Cody Anderson Contact Ph: 801-510-0897

A. Business Name "DBA": Accurate Maintenance

B. Business Location: 32 W 200 N Millville, UT 84326
Street Address (include unit #)

C. Mailing Address: Cody P.O. Box 62 ☐ Same as "B. Business Location"
ATTN: Street (include unit#)/PO Box address City, State, Zip

D. Local Business Ph: 801-510-0897 Fax: _____ www: _____

Yes	No	
☐	☒	Signage
☐	☒	Alcohol sales and/or services
☐	☒	Live entertainment on-site
☐	☒	Door-to-door solicitation
☐	☒	Fireworks sales on-site
☐	☒	Vending machines on-site
☐	☒	On-site secondary business
☐	☒	On-site events (ie. community party parking lot/sidewalk sales)
☐	☒	Investment advice and/or service
☐	☒	Pesticides use and storage
☐	☒	Hazardous materials use and storage
☐	☒	Vehicle sales
☐	☒	Firearms or explosives sales
☐	☒	Care of children or preschool
☐	☒	Any construction jobs over \$1,000
☐	☒	Piercing, tattooing, perm, make-up
☐	☒	Used merchandise transactions
☐	☒	Changes to existing garbage service
☐	☒	Vehicles, trailers, mowers, etc. (stores on site)
☐	☒	Electrical, plumbing, structural, or mechanical changes to site

- Asset repair Specialist
- Handyman work
- Home repairs & maintenance

SECTION IV: Additional Information

- E. Utah State Tax Commission — Sales Tax Number: _____ ☒ Not applicable
- F. State & federal regulatory agency licensing info: DOP ☐ Not applicable
(Not referring to an EIN or entity number)
- G. Did you use "One-Stop Online Business Registration" to Register your business with state and federal agencies?
☒ Completely ☐ Partially ☐ Not at all ☐ I do not know — someone else did it
- H. Previous Business Name: _____ ☒ Not applicable
- I. Previous Business Location: 611 E 300 S Hyrum UT 84319 ☐ Not applicable

SECTION V: Ownership (Parent business entity and business officer information)**Parent Entity**

Parent Business Name: _____ ☒ same as "A. Business Name DBA"

State Entity Type: ☐ Sole Proprietorship ☐ Partnership ☐ LLC ☒ Corporation ☐ Non-Profit Corporation (w/501 c3 letter)

Officers (1)

Officer Name: Cody Anlder Contact Ph. 801510-0597

Home Address: 32 W 200 N Box 62 Millville UT 84326
 Street (include unit #) / PO Box Address City, State, ZIP

☒ This person can be contacted in the event of an after-hours police or fire emergency.

Sole Prop./Partnership LLC Corporation
☐ Owner ☐ Member ☒ President
☐ Local Manager ☐ Manager ☐ Director
☐ Local Manager ☐ Officer ☐ Local Manager

Officers (2)

Officer Name: _____ Contact Ph. _____

Home Address: _____
 Street (include unit #) / PO Box Address City, State, ZIP

☐ This person can be contacted in the event of an after-hours police or fire emergency.

Sole Prop./Partnership LLC Corporation
☐ Owner ☐ Member ☐ President
☐ Local Manager ☐ Manager ☐ Director
☐ Local Manager ☐ Officer ☐ Local Manager

SECTION VI: Notification and Verification of Authority

- 1) **Mandatory review process** — this application does not constitute a business license. All applications are subject to the review process mandated by Title 5 of the Municipal Code. Incomplete applications will not be processed. Decisions on applications will take 15 days (minimum), and are made based on:
 (i) the information provided on the application, and
 (ii) review of the Mayor and City Council
- 2) **Additional Requirements** — Under the Municipal Code, additional Business License application requirements are necessitated for some business types.
- 3) **Denial of License** — Application denial or subsequent license suspension or revocation are most often the result of:
 (i) an inaccurate or incomplete application, or failure to update information with the City and/or
 (ii) non-compliance with the Municipal Code, Land Use Code, and/or applicable building, fire, and environmental codes.
- 4) **Other regulatory bodies** — It is the applicant's responsibility to determine and comply with any requirements from other regulatory agencies.
- 5) **Signage** — Permanent signage requires a separate Sign Permit Application, which is located on the city web site, Millvillecity.org.
- 6) **Building alterations** — All alterations to buildings or spaces, including electrical, plumbing, and mechanical alterations, require a separate building application.

I/We hereby agree to conduct said business strictly in accordance with the business license regulations as set forth in the Millville City Code, and swear under penalty of law the information contained herein is true.

Signature of Owner/Authorized Agent: Cody Anlder Printed Name: Cody Anlder Date: 9/6/2022

SECTION VII: For administration use only

Classification: ☐ Conforming ☐ Non-Conforming ☐ Child Care ☐ Home Business ☐ Low Impact ☐ Medium Impact

Conditional Use: (If box is checked see conditions)

☐ Agree ☐ Do not agree Signature: _____ Date: _____

☐ Yes ☐ No City Council grants permission Signature: _____ Date: _____

FEES ☐ \$25.00 ☐ EXEMPT PAYMENT TYPE ☐ RECEIPT

HOME-BASED BUSINESS FEE EXEMPTION CERTIFICATION

Business Name Accurate Maintenance

Owner Name Cody Anderson

Business Address 32 W 200 N

I hereby attest that the business operations I run from my home do not create any additional offsite impacts in my neighborhood. I see no clients or customers and require no off or on street parking, no large equipment is stored at my home and my business operations will not impact the neighbors through loud noise, odors, traffic or other unusual activity. Other reasons as to why I believe that my business qualifies for a fee exemption from the Millville City business license requirements (Millville Code 5.04.140) are as follows:

For all of the foregoing reasons, I hereby request that my home-based business be granted exempt status from the business license fee.

Cody Anderson
Signature

9/6/22
Date



AGENDA REPORT: ALDER BOUNDARY ADJUSTMENT 2022

Sept. 22, 2022

Background

On September 12, 2022, Millville City received a request for a boundary line adjustment that would move three parcels owned by Alder Farms that are currently in Millville City into Providence City. The BLA includes the following parcels: 03-002-0001 (20.39 acres), 03-002-0002 (10 acres) and 03-002-0009 (20 acres) for a total of 50.39 acres.

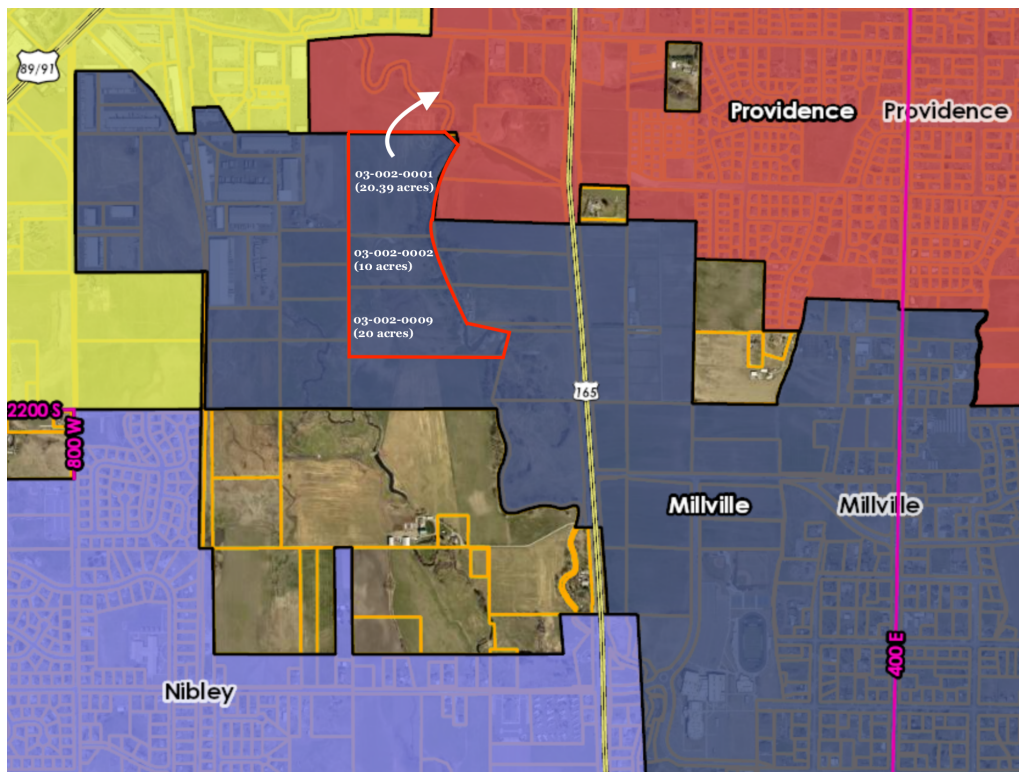
Below is a high-level outline of the boundary line adjustment process. Today, the Council will be considering the resolution of intent to adjust boundaries with Providence City.

BLA Process

- Both cities agree and adopt a resolution of intent to adjust boundaries
- Wait 60 days, do all the proper noticing and then each city holds a public hearing
- After hearings, both cities adopt ordinances
- Notice is sent to office of Lt. Governor with required documentation; Lt. Governor issues a certificate
- Filing happens with the County Recorder after receiving certificate from Lt. Governor

Included documents

- Draft Resolution 2022-21
- Boundary Line Adjustment Request submitted 9/12/22



**MILLVILLE CITY
RESOLUTION 2022-21**

**RESOLUTION STATING MILLVILLE CITY'S INTENT TO ADJUST A COMMON
BORDER BETWEEN MILLVILLE CITY AND PROVIDENCE CITY INVOLVING
PARCELS 03-002-0001, 03-002-0002, 03-002-0009**

WHEREAS, UCA § 10-2-419(1) allows the legislative bodies of two or more municipalities having common boundaries to adjust their common boundaries; and

WHEREAS UCA § 10-2-419(2)(a) requires each municipality intending to adjust a boundary that is common with another municipality adopt a resolution indicating the intent of the municipal body to adjust a common boundary; and

WHEREAS on September 12, 2022, Millville City received a request from Alex Bearnson to adjust a common municipal boundary line with Millville City, moving Parcels 03-002-0001, 03-002-0002, 03-002-0009 from Millville City to Providence City; and

THEREFORE, BE IT RESOLVED by the Millville City Council that:

- It is the intent of the Millville City Council to adjust a common municipal boundary line with Providence City, moving Parcels 03-002-0001, 03-002-0002, 03-002-0009 from Millville City to Providence City:
 - Legally described as:
ADD LEGAL DESCRIPTIONS HERE
- This resolution shall become effective immediately upon passage.

Passed and approved by the Millville City Council this 22nd day of September 2022.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan				
Pamela June				
Ryan Zollinger				
Clay G. Wilker				
Daniel Grange				

Mayor David Hair &
Millville City Council
510 E 300 South
P.O. Box 308
Millville, UT 84326

Black River Development, LLC ("Black River") has contracted with Seth Alder Farm, LLC ("Alder Farms") to develop the Alder Farms property located in Millville City described as parcel number 03-002-0001, 03-002-0002, and 03-002-0009.

Black River has submitted an application for a Municipal Boundary Line Adjustment to Millville City with the intention of moving parcel(s) 03-002-0001, 03-002-0002, and 03-002-0009 from Millville City into Providence City.

Alder Farms hereby authorizes the Municipal Boundary Line Adjustment application as presented and is in favor of all of parcel(s) 03-002-0001, 03-002-0002, and 03-002-0009 moving from Millville City to Providence City.


[Kathleen W. Alder \(Sep 9, 2022 20:11 PDT\)](#)

Kathleen Alder on behalf of Seth Alder Farm, LLC

Acknowledged and approved by Black River Development, LLC ("Black River") as an authorized agent for Seth Alder Farm, LLC pursuant to the terms of the Property Development and Management Agreement between Alder Farms & Black River.


[Alex Bearnson \(Sep 9, 2022 18:55 MDT\)](#)

Alex Bearnson on behalf of Black River Development, LLC

PROVIDENCE

MILLVILLE

Current Boundary

Proposed Boundary



LOCATION: NE1/4 OF SECTION 16 & SE1/4 OF SECTION 9, T11N, R1E, SLB & M

PROVIDENCE, UTAH
PROPERTY OF: SETH ALDER FARM LLC

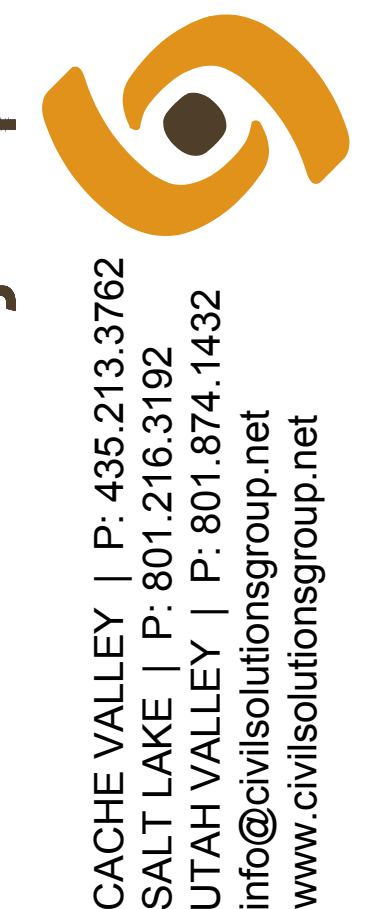
PREPARED FOR: KATHLEEN ALDER

[illegible]

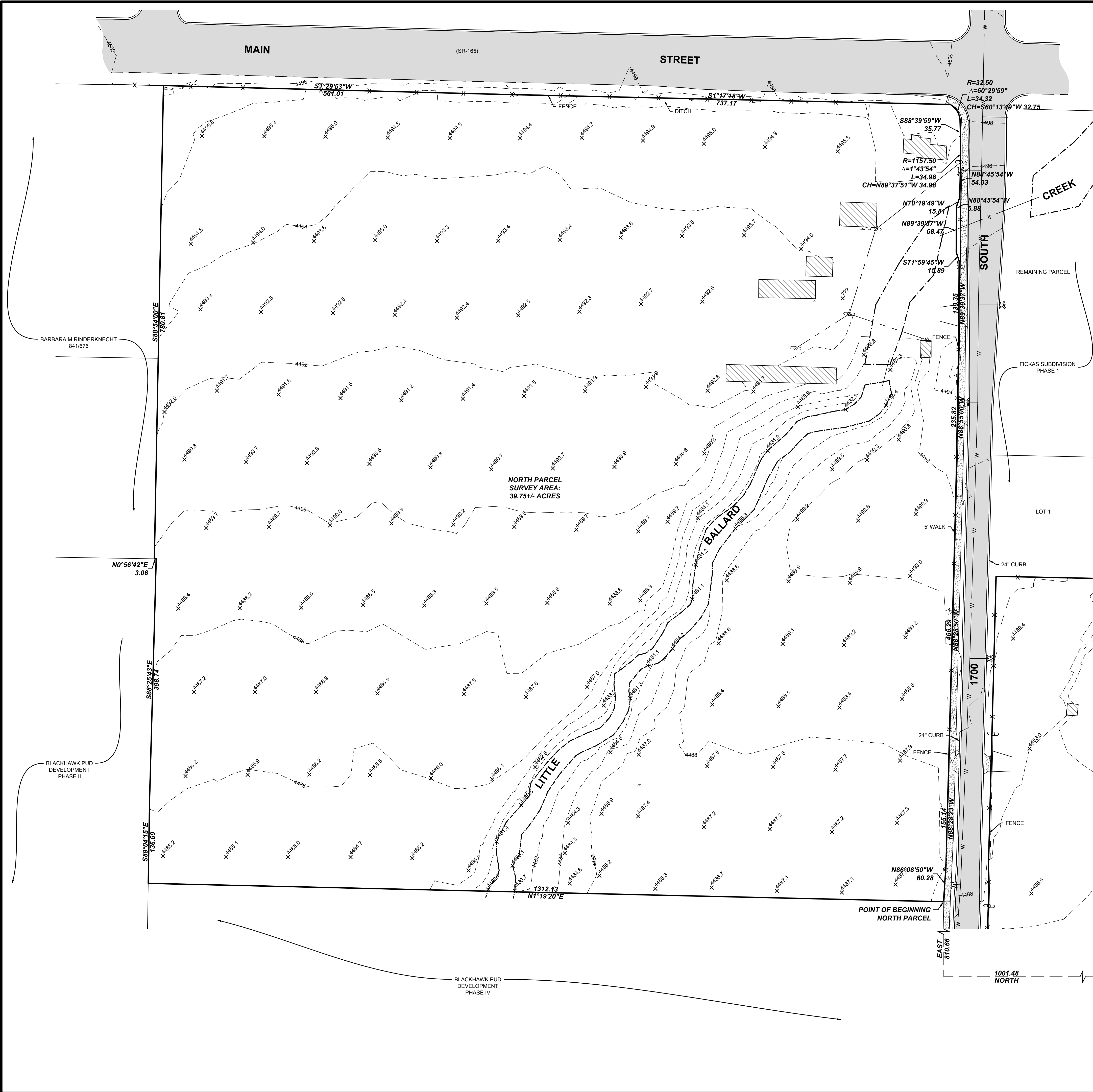
SCALE:	DRAWN BY:
NTS	A. BOWN
DATE:	PROJECT #:
5/24/2022	21-413

SHEET 1 OF 4

civilsolutionsgroup inc.



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



- NOTES**
- The purpose of this Survey is to provide a Boundary & Topographical Survey & Certification for the parcels shown and described hereon. Composite "Survey" Descriptions have been provided for the use of our client and their Title Company.
 - A Title Commitment prepared by Northern Title, Logan, Utah, Order No. NT-119490, Effective Date: March 30, 2022, was utilized in the preparation of this Survey. Civil Solutions Group, Inc. is entitled to rely on the accuracy of this document, and is not liable for errors and omissions based on the reliance of said Title Report. Unless noted otherwise, any record parcels or title exceptions/easements noted on this Survey are referenced from this document.
 - The Basis of Bearing for this Survey is S89°58'16"W along the Section line between the South 1/4 Corner and the Southwest Corner of Section 9, Township 11 North, Range 1 East, Salt Lake Base & Meridian. All deeds and plats of record have been rotated to match the aforementioned basis of bearing or to other Section/monument lines relative to said basis of bearing per measured or calculated lines shown hereon.
 - Vertical data (contour lines and/or spot elevations, etc.) shown hereon is based on the NAVD88 elevation of 4484.68 held on the 2019 Steve Earl aluminum cap monument marking the South 1/4 Corner of Section 9, T11N, R1E, S.L.B. & M.
 - This drawing, its design, and invention thereof, is the property of Civil Solutions Group, Inc., and is submitted to, and is for the exclusive use of the client referenced on the Survey. Only copies authorized in writing and individually signed and sealed by the Surveyor, or copies of the original certified Survey obtained from the office of the County Surveyor may be used as the official work of this Surveyor.
 - Except as specifically stated or shown on this drawing, no attempt has been made as a part of this Survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, contact the appropriate agency.
 - Except as specifically stated or shown on this drawing, this Survey does not purport to reflect any of the following which may be applicable to the properties shown hereon: easements, encumbrances, building setback lines, restrictive covenants, subdivision restriction, zoning, or other land use restrictions. Underground utilities have been shown hereon based on observed evidence. Additional utilities, including, but not limited to power, phone, cable TV, water, sewer, storm drainage, etc. may exist within the boundaries of this Survey and Blue Stakes should be contacted prior to digging. Engineers, Contractors, and others that rely on this information should be cautioned that the locations of the existing utilities may not be relied upon as being exact or complete. Additional exploration, verification and relocation of existing utilities will be the sole responsibility of any contractor prior to, or during construction of any additional improvements.
 - Boundary determination: Edward Hanson's Survey of the NE1/4 of Section 16 (County Surveyor File No. 1898-0334) was input & rotated to the north line of Section 16. The Alder properties to the west contain bearing/distance calls that match that of the 1898 Survey, so were rotated/translated to fit those common lines. Right-of-way drawings for Hwy 165 were obtained from the Utah Department of Transportation. The record alignment of said highway was rotated and translated to fit existing right-of-way markers.

LEGAL DESCRIPTION
NORTH PARCEL

A portion of the SE1/4 of Section 9, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Providence, Utah, more particularly described as follows:

Beginning at a point on the northerly line of 1700 South Street on the easterly line of Phase IV, BLACKHAWK P.U.D., according to the Official Plat thereof on file in the Office of the Cache County Recorder, located North 1,001.48 feet and East 810.64 feet from the South 1/4 Corner of Section 9, T11N, R1E, S.L.B. & M. (Basis of Bearing: S89°58'16"W along the Section line between the South 1/4 Corner and the Southwest Corner of said Section 9); thence N1°19'20"E (plat: N1°10'31"E) 1,312.13 feet to the south line of Phase II of said P.U.D.; thence along said Plat the following 2 (two) courses and distances: S89°04'15"E (plat: S89°12'52"E) 136.69 feet; thence S88°25'43"E (plat: S88°34'32"E) 398.74 feet to the southeast corner of said Phase II; thence N0°56'42"E (plat: xx) 3.06 feet to a fence line at north line of Lot 1, Block 28, Plat "A", PROVIDENCE FARM SURVEY; thence S88°54'00"E along a fence line and said north 780.81 feet to the westerly right-of-way line of State Hwy 165 at a point 60.00 feet perpendicularly distance westerly from the centerline of said Highway at Engineer Station 1159+06.74; thence along said westerly right-of-way line the following 3 (three) courses and distances: S1°29'53"W (highway bearing: S1°31'31"W) 561.01 feet; thence S1°17'18"W (highway bearing: S1°18'57"W) 737.17 feet; thence Southwesterly along the arc of a 32.50 foot radius non-tangent curve (radius bears: N60°01'11"W) to the right 34.32 feet through a central angle of 60°29'59" (chord: S60°13'49"W 32.74 feet) to the northerly right-of-way line of 1700 South Street; thence along said right-of-way the following 12 (twelve) courses and distances: S88°39'59"W 35.77 feet; thence Northwesterly along the arc of a 1,157.50 foot radius non-tangent curve (radius bears: N0°29'48"W) to the right 34.98 feet through a central angle of 1°43'54" (chord: N89°37'51"W 34.98 feet); thence N88°45'54"W 54.03 feet; thence N70°19'49"W 15.81 feet; thence N88°45'54"W 6.88 feet; thence N89°39'37"W 68.47 feet; thence S71°59'45"W 15.89 feet; thence N89°39'37"W 139.35 feet; thence N88°55'00"W 235.82 feet; thence N88°28'50"W 466.29 feet; thence N88°28'23"W 155.14 feet; thence N86°08'50"W 60.28 feet to the point of beginning.

LEGEND

	ASPHALT
	EXISTING BUILDING
	OVERHEAD POWER LINE/UTILITY POLE
	FIRE HYDRANT
	EXISTING CONTOUR LINES
	EXISTING SPOT ELEVATIONS
	FENCE
	RIVER/DITCH

REVISION BLOCK

NO.	DATE	DESCRIPTION

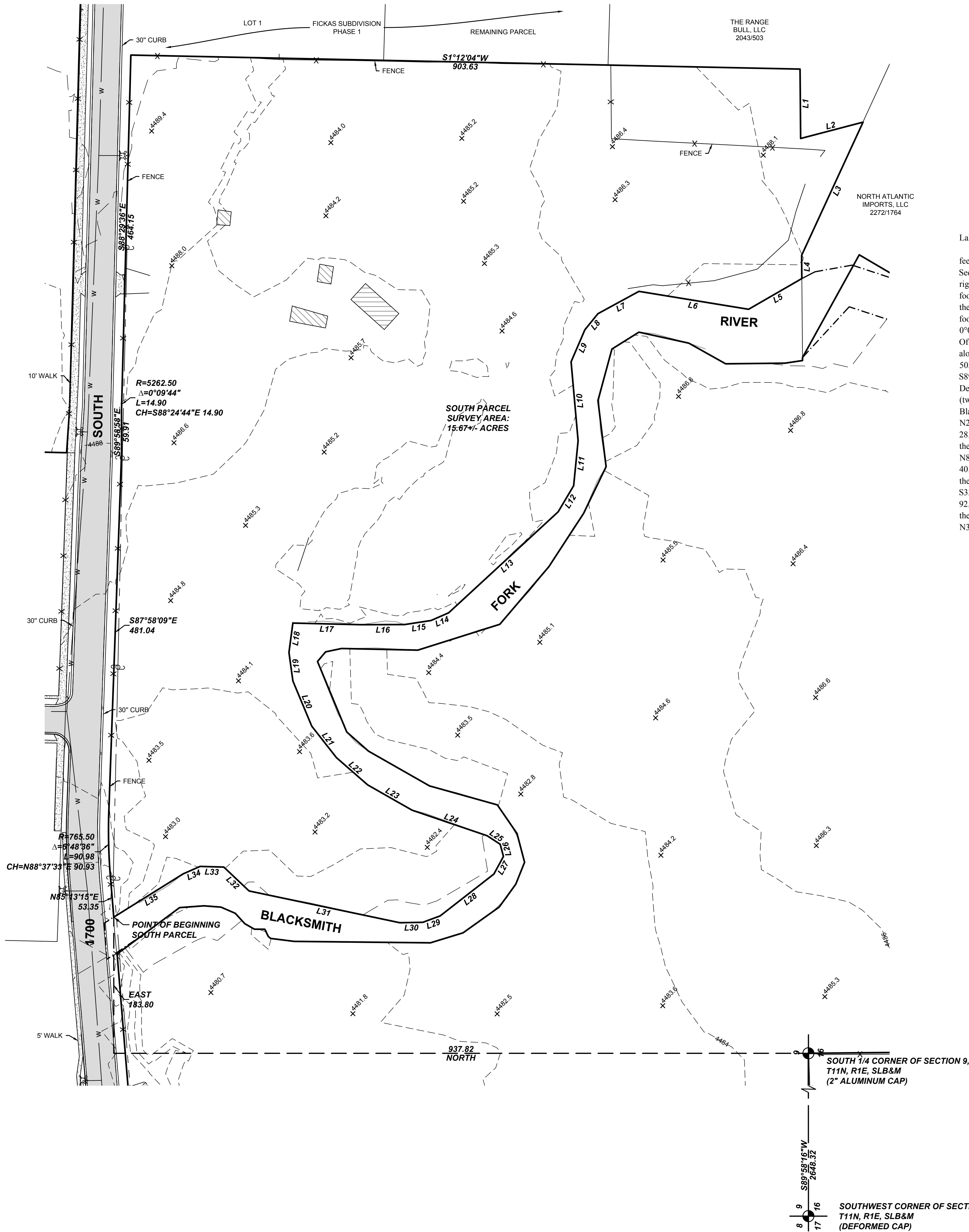
SCALE: 1"=80'
DATE: 5/24/2022
DRAWN BY: A. BOWN
PROJECT #: 21-413

SHEET 2 OF 4

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°30'40"W	93.64
L2	S14°40'12"E	87.11
L3	N65°14'20"W	198.00
L4	S89°30'40"W	31.36
L5	N29°59'00"W	83.00
L6	N9°17'00"E	150.00
L7	N28°34'00"W	63.00
L8	N50°56'00"W	28.00
L9	N66°40'00"W	47.00
L10	S84°55'00"W	107.00
L11	N84°22'00"W	61.00
L12	N59°16'00"W	41.00
L13	N42°41'00"W	201.00
L14	N23°35'00"W	26.00
L15	N8°47'00"W	36.00
L16	N0°11'00"W	59.00
L17	N1°22'00"E	92.00
L18	N82°26'00"W	40.00
L19	S82°12'00"W	39.00
L20	S67°19'00"W	66.00
L21	S51°49'00"W	54.00
L22	S41°07'00"W	56.00
L23	S29°40'00"W	69.00
L24	S18°47'00"W	107.00
L25	S33°04'00"W	21.00
L26	S75°11'00"W	17.00
L27	N61°32'00"W	27.00
L28	N37°57'00"W	92.00
L29	N20°12'00"W	25.00
L30	N1°00'00"W	31.00
L31	N11°53'00"E	208.00
L32	N43°24'00"E	47.00
L33	N1°36'00"E	32.00
L34	N23°51'00"W	25.00
L35	N31°57'35"W	110.34

LEGEND

	ASPHALT
	EXISTING BUILDING
	OVERHEAD POWER LINE/UTILITY POLE
	FIRE HYDRANT
	EXISTING CONTOUR LINES
	EXISTING SPOT ELEVATIONS
	FENCE
	RIVER/DITCH



LEGAL DESCRIPTION
SOUTH PARCEL

A portion of the SE1/4 of Section 9, and the NE1/4 of Section 16, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Providence, Utah, more particularly described as follows:

Beginning at a point on the southerly line of 1700 South Street located North 937.82 feet and East 183.80 feet from the South 1/4 Corner of Section 9, T11N, R1E, S.L.B.& M. (Basis of Bearing: S89°58'16\"/>

Contains: 15.67 +/- acres

BOUNDARY & TOPOGRAPHICAL SURVEY

LOCATION: NE1/4 OF SECTION 16 & SE1/4 OF SECTION 9, T11N, R1E, SLB & M

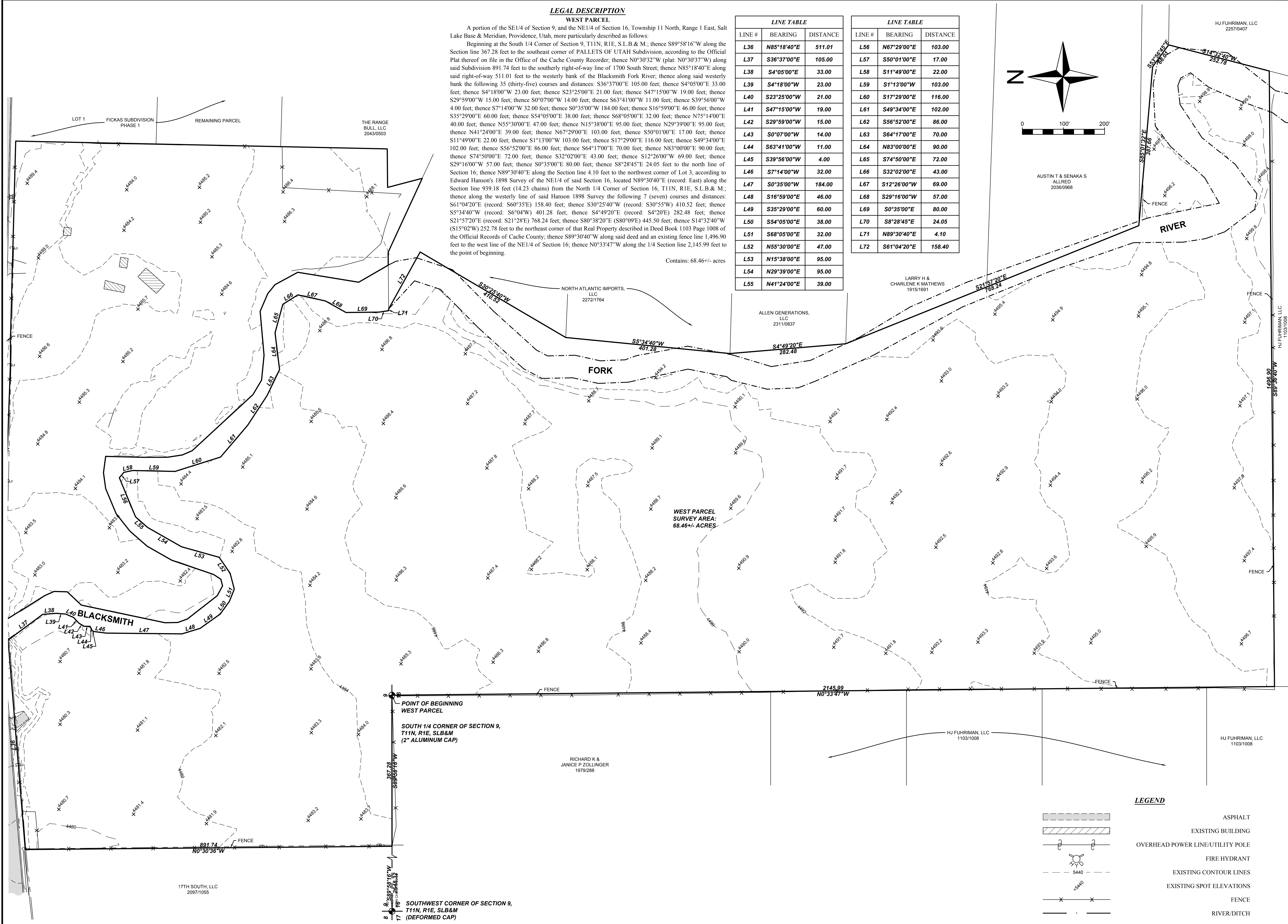
PROVIDENCE, UTAH

PROPERTY OF: SETH ALDER FARM LLC

PREPARED FOR: KATHLEEN ALDER

REVISION BLOCK	NO.	DATE	DESCRIPTION

SCALE:	DRAWN BY:
1"=80'	A. BOWN
DATE:	PROJECT #:
5/24/2022	21-413



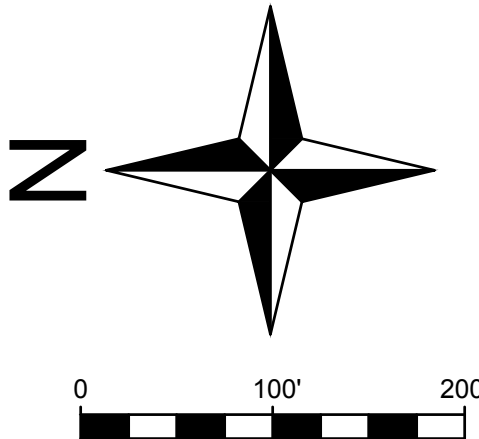
LEGAL DESCRIPTION
WEST PARCEL

A portion of the SE1/4 of Section 9, and the NE1/4 of Section 16, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Providence, Utah, more particularly described as follows:
Beginning at the South 1/4 Corner of Section 9, T11N, R1E, S.L.B. & M.; thence S89°58'16" W along the Section line 367.28 feet to the southeast corner of PALLETTS OF UTAH Subdivision, according to the Official Plat thereof on file in the Office of the Cache County Recorder; thence N0°30'32" W (plat: N0°30'37" W) along said Subdivision 891.74 feet to the southerly right-of-way line of 1700 South Street; thence N85°18'40" E along said right-of-way 511.01 feet to the westerly bank of the Blacksmith Fork River; thence along said westerly bank the following 35 (thirty-five) courses and distances: S36°37'00" E 105.00 feet; thence S4°05'00" E 33.00 feet; thence S4°18'00" W 23.00 feet; thence S23°25'00" E 21.00 feet; thence S47°15'00" W 19.00 feet; thence S29°59'00" W 15.00 feet; thence S0°07'00" W 14.00 feet; thence S63°41'00" W 11.00 feet; thence S39°56'00" W 4.00 feet; thence S7°14'00" W 32.00 feet; thence S0°35'00" W 184.00 feet; thence S16°59'00" E 46.00 feet; thence S35°29'00" E 60.00 feet; thence S54°05'00" E 38.00 feet; thence S68°05'00" E 32.00 feet; thence N75°14'00" E 40.00 feet; thence N55°30'00" E 47.00 feet; thence N15°38'00" E 95.00 feet; thence N29°39'00" E 95.00 feet; thence N41°24'00" E 39.00 feet; thence N67°29'00" E 103.00 feet; thence S50°01'00" E 17.00 feet; thence S11°49'00" E 22.00 feet; thence S1°13'00" W 103.00 feet; thence S17°29'00" E 116.00 feet; thence S49°34'00" E 102.00 feet; thence S56°52'00" E 86.00 feet; thence S64°17'00" E 70.00 feet; thence N83°00'00" E 90.00 feet; thence S74°50'00" E 72.00 feet; thence S32°02'00" E 43.00 feet; thence S12°26'00" W 69.00 feet; thence S29°16'00" W 57.00 feet; thence S0°35'00" E 80.00 feet; thence S8°28'45" E 24.05 feet to the north line of Section 16; thence N89°30'40" E along the Section line 4.10 feet to the northwest corner of Lot 3, according to Edward Hanson's 1898 Survey of the NE1/4 of said Section 16, located N89°30'40" E (record: East) along the Section line 939.18 feet (14.23 chains) from the North 1/4 Corner of Section 16, T11N, R1E, S.L.B. & M.; thence along the westerly line of said Hanson 1898 Survey the following 7 (seven) courses and distances: S61°04'20" E (record: S60°35'E) 158.40 feet; thence S30°25'40" W (record: S30°55'W) 410.52 feet; thence S5°34'40" W (record: S6°04'W) 401.28 feet; thence S4°49'20" E (record: S4°20'E) 282.48 feet; thence S21°57'20" E (record: S21°28'E) 768.24 feet; thence S80°38'20" E (S80°09'E) 445.50 feet; thence S14°32'40" W (S15°02'W) 252.78 feet to the northeast corner of that Real Property described in Deed Book 1103 Page 1008 of the Official Records of Cache County; thence S89°30'40" W along said deed and an existing fence line 1,496.90 feet to the west line of the NE1/4 of Section 16; thence N0°33'47" W along the 1/4 Section line 2,145.99 feet to the point of beginning.

Contains: 68.46+/- acres

LINE TABLE		
LINE #	BEARING	DISTANCE
L36	N85°18'40"E	511.01
L37	S36°37'00"E	105.00
L38	S4°05'00"E	33.00
L39	S4°18'00"W	23.00
L40	S23°25'00"W	21.00
L41	S47°15'00"W	19.00
L42	S29°59'00"W	15.00
L43	S0°07'00"W	14.00
L44	S63°41'00"W	11.00
L45	S39°56'00"W	4.00
L46	S7°14'00"W	32.00
L47	S0°35'00"W	184.00
L48	S16°59'00"E	46.00
L49	S35°29'00"E	60.00
L50	S54°05'00"E	38.00
L51	S68°05'00"E	32.00
L52	N55°30'00"E	47.00
L53	N15°38'00"E	95.00
L54	N29°39'00"E	95.00
L55	N41°24'00"E	39.00

LINE TABLE		
LINE #	BEARING	DISTANCE
L56	N67°29'00"E	103.00
L57	S50°01'00"E	17.00
L58	S11°49'00"E	22.00
L59	S1°13'00"W	103.00
L60	S17°29'00"E	116.00
L61	S49°34'00"E	102.00
L62	S56°52'00"E	86.00
L63	S64°17'00"E	70.00
L64	N83°00'00"E	90.00
L65	S74°50'00"E	72.00
L66	S32°02'00"E	43.00
L67	S12°26'00"W	69.00
L68	S29°16'00"W	57.00
L69	S0°35'00"E	80.00
L70	S8°28'45"E	24.05
L71	N89°30'40"E	4.10
L72	S61°04'20"E	158.40



civilsolutionsgroupinc.

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BOUNDARY & TOPOGRAPHICAL SURVEY

LOCATION: NE1/4 OF SECTION 16 & SE1/4 OF SECTION 9, T11N, R1E, SLB & M
PROVIDENCE, UTAH
PROPERTY OF: SETH ALDER FARM LLC
PREPARED FOR: KATHLEEN ALDER

REVISION BLOCK

NO.	DATE	DESCRIPTION

SCALE:

1"=100'

DATE:

5/24/2022

DRAWN BY:

A. BOWN

PROJECT #:

21-413

SHEET 4 OF 4

<u>Parcel #</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
03-001-0027	RICHARD K & JANICE P TRS ZOLLINGER	695 W 1700 S BLDG 7	LOGAN	UT	84321-6263
03-001-0009	H J FUHRIMAN LLC	2400 S HIGHWAY 165	NIBLEY	UT	84321-8512
03-001-0011	H J FUHRIMAN LLC	2400 S HIGHWAY 165	NIBLEY	UT	84321-8512
03-001-0012	H J FUHRIMAN LLC	2400 S HIGHWAY 165	NIBLEY	UT	84321-8512
03-001-0015	H J FUHRIMAN LLC	2400 S HIGHWAY 165	NIBLEY	UT	84321-8512
03-002-0010	H J FUHRIMAN LLC	2400 S HIGHWAY 165	NIBLEY	UT	84321-8512
03-002-0012	H J FUHRIMAN LLC	2400 S HIGHWAY 165	NIBLEY	UT	84321-8512
03-002-0011	AUSTIN T & SENAKA S ALLRED TRS	3598 S 450 W	NIBLEY	UT	84321-5834
03-002-0006	LARRY H & CHARLENE K MATHEWS TRS	PO BOX 187	MILLVILLE	UT	84326-0187
03-002-0005	ALLEN GENERATIONS LLC	44 E CENTER ST	LOGAN	UT	84321-4619
03-002-0004	NORTH ATLANTIC IMPORTS LLC	1073 W 1700 N	LOGAN	UT	84321-1713
03-002-0003	NORTH ATLANTIC IMPORTS LLC	1073 W 1700 N	LOGAN	UT	84321-1713
02-090-0010	THE RANGE BULL LLC	PO BOX 3505	LOGAN	UT	84323-3505
02-309-0001	JEROME S FICKAS TR	1761 S MAIN STREET	LOGAN	UT	84321-8530
02-090-0018	M & R LLC DBA	110 W 1700 S	LOGAN	UT	84321-8500
02-089-0037	17TH SOUTH LLC	PO BOX 180	MILLVILLE	UT	84326-0180
02-089-0018	LOGAN CITY CORP	PO BOX 527	LOGAN	UT	84323-0527
02-137-4000	BLACKHAWK HOMEOWNERS ASSOCIATION	95 W 100 S STE 389	LOGAN	UT	84321-5839



AGENDA REPORT: INTERNAL ACCESSORY DWELLING FEES

Sept. 22, 2022

Background

As discussed in the Work Session meeting held August 25, 2022, the State refers to basement apartments, mother-in-law suites, etc. as Internal Accessory Dwelling Units (IADUs). To be consistent with that, we will attempt to use the same language here.

Linn Stuebner has come to a couple of City Council meetings stating that she feels the rates charged by the City for an IADU are excessive. Sam Swasey brought up similar concerns in the City Council meeting held on January 28, 2021. The Council at that time reviewed his concerns and made a decision to continue to charge the utility rates for IADUs as established by City resolution.

Linn has now provided a letter and an analysis on comparative rates in Cache Valley. Although a complete analysis has not been done of the data provided by Linn, Millville staff has found several issues with her comparison.

As stated in the past, it is very difficult to compare water rates as a single number, because every City uses different formulas and have different base rates. A current water rate comparison done by City staff, based on different use quantities, is attached here as a reference and provides a more complete picture of what water costs from city to city.

The property tax comparison on Linn’s sheet does not seem accurate. Millville City maintains a comparison of just what each City makes from property taxes, excluding what goes to the County, school districts and other entities. This comparison is attached here as well. For a \$500,000 home, a Millville resident pays \$66 less per year than if they lived in Hyrum, \$169 less per year than if they lived in Wellsville, \$269 less per year than if they lived in Mendon, \$304 less per year than if they lived in Providence and \$437 less per year than if they lived in Nibley.

For garbage and 911 (“Community Communication Charge”), cities get a single bill from Logan City. When Logan stopped providing EMS/Ambulance services, cities had to find other ways to cover the new costs from the new joint County service. For example, Hyrum’s addition was \$4, Nibley’s was \$6 and Millville’s was \$5. All cities did something similar, although they may have called it something different or done it through a tax instead of a fee. This new fee was in addition to what is already being passed on with the garbage bills for what we call in Millville the “911 Fee”. If you look at the Nibley or Hyrum fee schedules on their websites, you can see that they charge \$6 or \$4 for EMS respectively and \$3 for the 911 Fee (like Millville does). So, this is not represented properly on Linn’s comparison sheet.

Also, you will see a big variance in garbage rates on Linn’s comparison sheet. This information is not accurate. The Mendon and Nibley costs listed on her sheet do not include the additional required recycling fee that they charge. Garbage and Recycling fees are essentially a direct pass through to residents from what cities are currently required to pay Logan City. For the few line

items reviewed by staff, this is not represented property on the comparison sheet provided by Linn. The Millville garbage rate is also incorrect on her comparison sheet.

Utility rates are very difficult to compare in that they are handled in different ways by different cities. Linn made several calls and tried to line up the data, but as you can see, much of it is incorrect.

ADUs are something that the Utah State Legislature is looking at very heavily right now as they become more heavily used throughout the State. As a result, cities are beginning to develop code to deal with them. At the Work Session held in August, City staff presented draft code for ADUs. This code was developed after looking at dozens of similar codes adopted throughout the State of Utah. One very consistent part of all the codes that were reviewed was that an ADU be charged the utility base rate in addition to the primary residence. This is consistent with what Millville City currently has established by resolution.

Although it is difficult to align numbers for comparisons between cities (especially since they change all the time), this can be helpful as service rates are created. Having said that, comparisons are not everything. Each city has different challenges and different costs in providing services. That is why when a fee is established in Millville, we make a detailed analysis of what it costs to provide the service.

Included documents

- CC Minutes from 1/14/21 when rates for IADUs were clarified and new resolution adopted
- Resolution 2021-3
- CC Minutes from 1/28/21 when this was reviewed again by request from Sam Swasey
- Information provided by Linn Stuebner
- Millville comparison of City water rates
- Millville comparison of City property tax rates

home businesses. Some are very low impact and others are higher impact and have customers. Everyone has private property rights and are allowed to do a lot of things on their own property. He asked if there might be things that the Nielsens could do to address specifics issues that most bothered the Munsons. For example, he said that maybe appointments could be taken to reduce the parking issues. Councilmember Wilker said that he would hope that there would be room for some compromise from both sides. He said that he liked the idea of the attorney being the arbitrator between the two parties. Councilmember Wilker said that he didn't sense that this Council was going to go and tell Craig to shut down his business.

Councilmember Zollinger said that he couldn't think of a solution that would work for everyone. He said that he felt like there was a lot of tension between the Munsons and Nielsens. Councilmember Zollinger said that at the last meeting, Brian had said that the biggest issue had been the filtration. At that meeting, the Council had asked that the two parties try and come together to find their own solutions. Councilmember Zollinger said that if there is still a concern about the filtration, he would encourage the Munsons to address this with the regulatory agency managed by the State. Councilmember Zollinger said that he was sympathetic, but didn't have a lot of ideas for solutions. He said that he also felt that the attorney mediator might be helpful. Councilmember Zollinger said that he felt the Munsons would be unhappy with anything short of the business being closed down, but that he didn't think this Council would be willing to do that.

Beth Munson asked if they should meet with the State Property Ombudsman. Councilmember Zollinger said that this was an option that was open to them. Beth said that as things had been addressed with the City and Stellar Auto in the past, the Nielsens go right back to doing what they were doing. She said that she has even seen Craig welding in the street at times.

Mayor Hair said that the Council had made their decision and that they now needed to move on. Brian said that he doesn't think the Council sees this as a health issue the way that the Munsons do.

(The information from the staff report as well as the letter provided by attorney Chris Daines is included with the minutes as Attachment "I".)

Consideration of a Resolution Setting Fees for Multi-Family Dwellings

Recorder Twedt reviewed a draft of a resolution that would clarify the monthly fees for homes that have rentals separate from the main residence using a single water meter. He explained, as was indicated in the staff report, that the City needed a resolution to clarify things. This proposed resolution would charge the base water rate and basic fees for each additional rental.

Mayor Hair said that he felt this should be applied to vacation rentals as well. Recorder Twedt said that there are some differences in his mind. For example, if he were to leave and rent out his home, there wouldn't be much of a change. Mayor Hair said that he

agreed, but that there were people in Millville that have vacation rentals where they are renting out a portion of their home. This is very similar to homes that have an apartment. Recorder Twedt said that he didn't disagree, but enforcement gets more difficult. The City would likely need to deal with vacation rentals more in the future.

Councilmember Wilker said that it made sense to him to charge the base rates for apartment rentals in the City. The rest of the Council agreed that this made sense.

Councilmember Zollinger asked Treasurer Hobbs how she has been determining what should be charged. She said that when water rates recently increased by \$10/month, she increased the rates of the apartments \$10 as well. Apartments were paying a base rate of \$18 and she increased it to \$28. Recorder Twedt said that this was a bit of an arbitrary number and pointed out that rate adjustments cannot be made without a resolution. Councilmember Zollinger agreed.

Mayor Hair said that this came to his attention when Sam Swasey approached him. For his apartments, he was billed \$38 for water. Based on Tara's logic, it should have been \$28, but there were no resolutions to back up this rate.

Councilmember June confirmed that code didn't allow for a home with more than one apartment. Mayor Hair said that Mr. Swasey was permitted to have the additional apartment by the Council at that time.

Councilmember Wilker pointed out that even though there was less infrastructure, the people in the apartments were getting the same benefits and services as the rest of the residents in the City and he couldn't see any reason why they should pay less. Councilmember Callahan agreed that apartments should be charged the same.

Councilmember Callahan moved to approve Resolution 2021-3. Councilmember Wilker seconded. Councilmembers Callahan, June, Grange, Wilker and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment "J".)

Dog License Fees

Former Development Coordinator Randy Wall said that some dog licenses are not being paid. The rates double over time, but there are still some that are not being paid. He said that currently there are approximately eight for which the City has not been able to collect payment. The highest of these is now over one hundred dollars and is over three years past due.

Councilmember Zollinger asked if calls have been made or if the City has just sent out renewal notices. Coordinator Wall said that calls have not been made. Mayor Hair asked that calls be made to those that have not been paying.

**MILLVILLE CITY
RESOLUTION 2021-3**

MONTHLY FEES FOR MULTI-FAMILY DWELLINGS AND APARTMENTS

WHEREAS, Millville City Code allows for multi-family dwellings and/or rentals in Millville City under certain circumstances; and

WHEREAS, it is not clear what fees are required for residences with an apartment or separate dwelling on the same lot;

NOW THEREFORE, be it resolved that the Millville City Council adopts the following:

A main residence will be charged the following monthly fees – as set by resolution - for each dwelling or rental on a property, in addition to the main residence:

- Water Base Rate
- 911 Service Fee
- Sewer Fee/Base Rate
- Storm Water Fee
- Ambulance & EMS Fee

Approved and passed by the Millville City Council this 14th day of January 2021.

SIGNED:

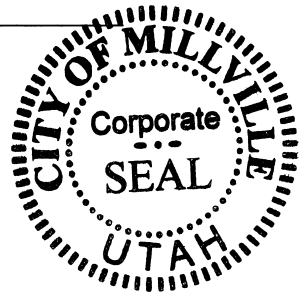


David Hair, Mayor

ATTEST:



Corey Twedt, City Recorder



COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan	X			
Daniel Grange	X			
Clay G. Wilker	X			
Pamela June	X			
Ryan Zollinger	X			

purposes of the park, but that he felt they could allow it for now and see how it goes. The rest of the Council agreed to allow it for now and keep an eye on it.

Water Rate Charges for Apartments

Sam Swasey said that years ago, the Council worked with the homeowners that had apartments to make things work. With the new resolution, each apartment is required to pay the base water rate which is currently \$38 per month. Sam said that with his rentals, this is a big charge. He said that he feels they are paying the fees for nothing as in the past, the water rates were structured so that you would get a minimum amount of water included with the base rate. Now, you pay the base rate and then pay for usage. Treasurer Hobbs said that this change was made in 1997.

Councilmember Grange said that Sam is charging his tenants rent and that he should be passing along the utility fees to his tenants. Sam said that he thinks that his tenants should be getting something for paying the base rate fee and he doesn't feel like they get anything. Councilmembers Grange and Wilker said that with that fee, they are getting water.

Mayor Hair said that with the new resolution, anyone renting out a portion of their home should be paying the utility fees. This would be different if you have a family member in a home "apartment", but they are not paying rent. In that case, they shouldn't have to pay the utility fees.

Councilmember Zollinger asked Sam Swasey what he recommended be changed. Councilmember Zollinger explained that water is getting more expensive for the City and that everyone living in the City, including those that live in an apartment, should pay their share of the costs for the water they use. It wouldn't be fair for the single-family homes in the City to cover the costs of the people that are renting. Councilmember Zollinger said that the Council believes that a renter should bear some of the costs of the water system and all of the required infrastructure.

Sam said that the rate had recently been only \$18 per month and had now gone up significantly to the \$38 per month. Councilmember Zollinger said that the rate was now clear and that renters should pay the same fees as the rest of the people in the City.

Report on P & Z Meeting held January 21, 2021

Councilmember June reviewed with the Council the Planning Commission's draft minutes for the meeting held January 21, 2021. She said that zoning clearance had been granted for a new warehouse that would house goods for a large online retailer. Sidewalks were also briefly discussed. The Planning Commission had prepared a map of the City where they believe sidewalks should be added when development occurs. Recorder Twedt said that this would be on a City Council agenda at some point in the future.

Information Provided by Linn Stuebner

Of the 7 cities here in the South end of the Valley, as you can see, 4 have a zero fee for home basement rental, 1 has an annual fee less than Millville City's monthly fee, and only Wellsville and Millville have a monthly fee.

I was told at a previous City Council Meeting that doubling the City fees was because of the extra people in the home and the extra vehicles on the road. I have no more occupants, including my renters, than the majority of my neighbors in their household... Andersons, Wilkes, Kimbers, Powells, Hanks, Torbelsens on just my block alone. All but 2 of these neighbors have at least 3 vehicles as well.

I was also told at the same City Council Meeting, that Millville is the cheapest place in the Valley to live. If you look at the last column of the spread sheet I provided, by adding the "monthly rental fee" and "annual taxes" calculated on a monthly basis, it appears, just by these two figures alone, Millville is the 2nd most expensive place to live at the Southern end of the Valley if you have a basement rental. (Note I am **not including the personal resident City fee per month**)

I mentioned in that same City Counsel Meeting that I come from a City that planned ahead for eliminating or reducing the amount of **low income multi unit/condensed housing required in a City** at a population of 5,000...Alpine City eliminated such by doing the following:

By forward thinking.....Alpine announced the need for basement apartments to offset low income housing requirements with of a fee of \$50 **per year.** (they did this back in about 1995 at about 2,500-3000 residents) They were able to show a steady number of "low income" housing units (basement apartments) over several years of record keeping, representing "low income housing" **already in place**, when needed at the 5000 population mark. People naturally paid this fee to avoid **low income, multi unit housing** coming to the community. The fee was based at the same rate as a business fee. This same rate continues to exist as of 2022, \$50 per year.

(Currently the same Cities listed in my spread sheet have a business fee anywhere between \$20 - \$75 per year).

At the same City Council Meeting, a comment was made that this "rental fee" to homeowners with basement apartments was to help pay for the sewer. This seems like it targets a specific group of residents here in Millville for that payment. **These are the same people that could be one of your most valuable future assets?** (If you look at what Alpine City choose to do with their basement rental units **and WHY**)

I understand the annual County Tax is not increasing for Millville residents which is nice BUT perhaps if this tax had been raised by just \$100 per household, we would all share in helping pay for the cost of the sewer instead of, in essence a "select few" covering a greater cost. (Basement rental units)

Unfortunately, if the City requires double for their services, I will be forced to sell my home. I need my rental income to supplement my personal income. I would not be able to afford the high cost of living in Millville City, a beautiful little town that I love, have been very happy to be a part of and have tried to contribute to.

Linn Stuebner

Information Provided by Linn Stuebner

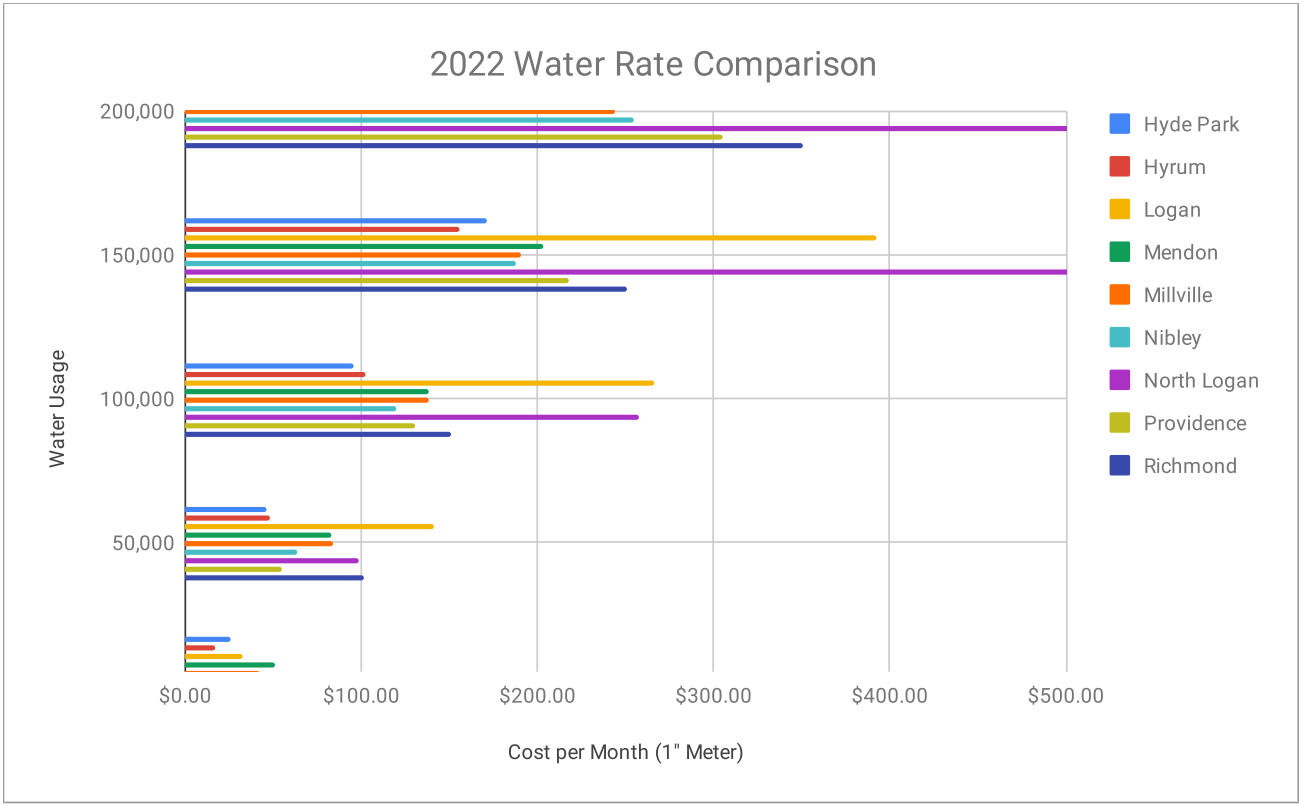
Table 1											
City	Basement Rental fee	Water	911	Amb/ EMS	Garbage	Sewer	Storm & Water	TOTAL CITY SERVICE	Bldg Impact fees	Property Tax \$500,000	NOTES
Millville	\$93.00 month	\$49.50	\$3.00	\$5.00	\$20.50	\$5.00	\$4.00	\$87.00	\$16,500.00	\$2,629.. .009561 tr	312.08 mo (mo rent fee + Tax/ 12)
Millville/ Sewer	\$93.00 + \$89.00= \$182.00 per month	\$52.00	\$3.00	\$5.00	\$18.95	89	\$4.00	171.95	\$16,500.00		\$401.08 mo (mo rent fee + Tax/12) Annual rental fee doubles property taxes
Wellsville	\$86.75 month							86.75	\$12,658.00	\$2,844.. .009674 tr	323.75 mo. (mo rent fee +Tax/12)
Providence	-0-	21.00- 23.00	\$3.00 combined/ Ambulance/ EMS		15.61	42.89	7.25	\$95.00	\$11,854.00	\$2,811.0.. 010225 tr	\$234.00. (mo rent fee +Tax/12)
Hyrum	\$75.00. per year	1\$5.00 base + .78 per 1,000 gal (assum e 30,000) =\$38.40	4.00 combined with Ambulance/ EMS		26.36	47	6.5	122.26	\$10,000- \$12,000	\$2,641.. .009605 tr	\$226.25. (mo rent fee + Tax/ 12)
Nibley	-0-	25.00 + 1.05 up to 40,000 gal	6.00 combined with Ambulance/ EMS		14.5	54	8	108.55	\$16,000. - \$18,000	\$2,875.. .010457 tr	\$239.58. (mo rent fee + Tax/12)
Mendon	-0-	\$51.00	3	5	16.15	-0-	-0-	\$75.15	\$11,000- \$12,000	\$2,844.. .010344 tr	\$237.00. (mo rent fee + Tax/12)

Paradise	-0-							\$61.33 City Services \$53 month + about \$8.33 mo (\$100.00 yr water shares. *\$100.00 mo + summer mo about \$50 per mo. extra	\$8,548.00	\$2,619. .009527 tr	\$218.25

Information Provided by Millville City Staff

Culinary Water Rate Comparison (1" Meter)					
	Water Usage (gallons)				
	5,000	50,000	100,000	150,000	200,000
Hyde Park	\$26.00	\$46.00	\$96.00	\$171.00	\$271.00
Hyrum	\$16.96	\$48.16	\$102.16	\$156.16	\$210.16
Logan	\$32.83	\$140.98	\$266.48	\$391.98	\$517.48
Mendon	\$51.00	\$83.00	\$138.00	\$203.00	\$268.00
Millville	\$42.00	\$84.00	\$138.50	\$191.00	\$243.50
Nibley	\$15.50	\$63.25	\$120.00	\$187.50	\$255.00
North Logan	\$20.00	\$98.45	\$257.75	\$551.50	\$939.00
Providence	\$21.00	\$55.00	\$130.00	\$217.50	\$305.00
Richmond	\$61.00	\$101.00	\$151.00	\$251.00	\$351.00
River Heights	\$29.75	\$64.75	\$114.75	\$164.75	\$214.75
Smithfield	\$25.50	\$98.00	\$229.25	\$429.25	\$629.25
Wellsville	\$30.50	\$48.50	\$88.50	\$128.50	\$168.50
HIGHEST	Richmond	Logan	Logan	North Logan	North Logan

Updated June 13, 2022



Information Provided by Millville City Staff

2022 ENTITY PROPERTY TAX RATE COMPARISON			
ENTITY NAME	TAX RATE	MULTIPLE OF MILLVILLE RATE	ENTITY RECEIVED \$500K HOME
TRENTON TOWN	0.000473	0.77	\$237
AMALGA TOWN	0.000519	0.85	\$260
RIVER HEIGHTS CITY	0.000564	0.92	\$282
MILLVILLE CITY	0.000612	1.00	\$306
PARADISE TOWN	0.000651	1.06	\$326
HYRUM CITY	0.000744	1.22	\$372
NEWTON TOWN	0.000781	1.28	\$391
CLARKSTON TOWN	0.000829	1.35	\$415
WELLSVILLE CITY	0.000949	1.55	\$475
LOGAN CITY	0.001064	1.74	\$532
HYDE PARK CITY	0.001100	1.80	\$550
RICHMOND CITY	0.001110	1.81	\$555
MENDON CITY	0.001150	1.88	\$575
SMITHFIELD CITY	0.001162	1.90	\$581
PROVIDENCE CITY	0.001220	1.99	\$610
NORTH LOGAN CITY	0.001229	2.01	\$615
NIBLEY CITY	0.001485	2.43	\$743
CORNISH TOWN	0.001517	2.48	\$759
LEWISTON CITY	0.001972	3.22	\$986

**MILLVILLE CITY
RESOLUTION 2022-20**

RESOLUTION ADOPTING WATER LEAK FEE ADJUSTMENT POLICY

WHEREAS, the Millville City Council knows that water leaks occur and can cause a significant monetary strain for residents that must cover the cost of the wasted water and the Millville City Council hopes to help alleviate some of those costs; and

WHEREAS, the Millville City Council recognizes the importance of sound water conservation practices and controls; and

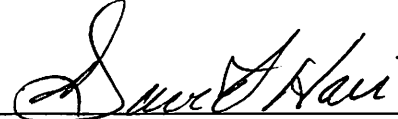
WHEREAS, the Millville City Council wishes to standardize a policy for reimbursement requests for lost water caused by a leak on the user side of the water meter;

NOW THEREFORE, be it resolved that the Millville City Council adopts the attached Water Leak Fee Adjustment Policy.

This resolution shall become effective upon adoption. Passed and approved by the Millville City Council, this 22nd day of September 2022.



SIGNED:


David Hair, Mayor

ATTEST:


Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan	X			
Daniel Grange	X			
Clay G. Wilker	X			
Pamela June	X			
Ryan Zollinger	X			

MILLVILLE CITY WATER LEAK FEE ADJUSTMENT POLICY

Consideration for fee adjustments because of a water leak is based upon excess usage resulting from a leak that cannot easily be detected. Excess usage is defined as consumption that exceeds the property's historical consumption by 50% or greater. The historical average consumption is determined based upon previous usage from a similar time period.

Adjustments are limited to difficult to detect leaks, typically underground, including:

- Broken pipes
- Underground leaks including valves & pipes cracked by freezing, corrosion, etc.

The following leaks or usages will **not** be considered for an adjustment:

- Leaking or malfunctioning fixtures including faucets, toilets, etc.
- Malfunctioning appliances including hot water heaters, improperly adjusted water softeners, etc.
- Leaking sprinkler heads
- Filling of swimming pools
- Homes under construction or major renovations
- Incompletely closed valves including sprinkler valves and stop & waste valves
- No adjustment will be given for any type of leak during a water emergency

Adjustments will only be offered for bills that are contested within thirty (30) days from the billing date. An adjustment can only be made on the billing for one billing period. In the event the leak extends into a second billing period, the higher bill of the two can be adjusted.

The City shall be under no obligation to extend the bill due date because the customer disputes the amount of the bill.

Adjustments are determined as follows:

- Usage in excess of the property's historical average amount is calculated and credit is given for 50% of the total excess gallons used.
- A resident may only be eligible for one adjustment per year (12 months of the resident's payment history).

All requests for billing adjustments must be submitted in writing or in person at the Millville City Office during regular business hours.

It is the responsibility of the property owner to keep their plumbing system in good working order and to identify water leaks on their property.

RESOLUTION 2022-19

A RESOLUTION ADOPTING THE MILLVILLE CITY PARKS USAGE AND RESERVATION POLICY (REVISING & REPLACING RESOLUTION 2021-23)

WHEREAS, the City of Millville has developed various parks, facilities, and picnicking areas; and

WHEREAS, there is a need to reserve these facilities to ensure availability; and

WHEREAS, the cost to administer and make available the facilities has been researched and reviewed; and

WHEREAS, the Council is trying to preserve the facilities and cover costs incurred for the usage; and

WHEREAS, the Council has determined a need to outline and clarify guidelines to be equitable to all individuals wanting to reserve the City's facilities;

THEREFORE, BE IT RESOLVED that the Millville City Council adopts the Park Usage and Reservation Policy as attached.

Passed and approved by the Millville City Council this 22nd day of September, 2022.



SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan	X			
Daniel Grange	X			
Clay G. Wilker	X			
Pamela June	X			
Ryan Zollinger	X			

Millville City Parks Policy

Park Hours: All Millville parks close at dusk and open at dawn, except for the pickleball courts at the South Park which are open from 6 a.m. until 10:00 p.m. Overnight use of the parks is subject to approval by the City.

Pets: No animals are permitted at Millville public parks on or off leash.

Sales: No product marketing or sales are allowed in public parks without written approval from the City Council.

Drugs, Alcohol and Smoking: No smoking, nor possession or consumption of alcoholic beverages or illicit drugs are permitted on City property.

Tennis and Pickleball Courts: Tennis shoes only. Absolutely NO cleats, skateboards, scooters, bicycles, etc. Courts are only for their intended uses. One hour time limit when others are waiting.

Splash Pad: The splash pad and nearby pavilion at the South City Park are open to the public and are not restricted by reservation. The splash pad will open at 11 a.m. and close at 5 p.m. Water availability is determined by the climate and may be restricted as needed.

Reservations:

- Pavilions: The South Park south pavilion and the pavilion at the North Park are available for reservation on a first come, first served basis. A per-day use fee will be charged to reserve the park pavilion and immediate surrounding area for personal events, such as family gatherings, socials, or private club meetings.
- Pickleball Courts: The South Park pickleball courts can be reserved with a fee.
- All other park areas are for general public use: Patrons who make reservations should understand that other events may be happening at the same time as their reservation.
- Fields: All organized league field use is available by reservation *only*, with a fee, on a first come, first served basis. Preferential treatment may be given to teams from Millville City.
- Scheduling: Call the Development Coordinator with questions or to make reservations. Scheduling is on a first come, first served basis. The calendar is available on the City website: www.millvillecity.org
- Reservation Rules: No reservation is complete until all fees have been paid. If fees have not been paid, the reservation slot may be taken by someone else. All reservations must be made with fees paid at least one week in advance of the day(s) of desired use. No exceptions to the rental fees will be made without City Council approval. Millville City reserves the right to cancel a reservation or not allow a reservation at any time.

Fees:

- Pavilions:
 - North Park with Kitchen: \$75 resident, \$150 non-resident.
 - South Park South pavilion: \$40 resident, \$80 non-resident.
- Pickleball:
 - 4 courts for half day: \$100 (double for 8 courts)
 - 4 courts for full day: \$200 (double for 8 courts)
 - “half day” is any 4-hour time period; any time over 4 hours is considered a full day
- Field Sports: Field preparation will be done by the organizing entity. A “Millville team” is a team for which their home field is designated in Millville or the team practices on a Millville field. The City may set restrictions on the number of teams per field as needed.
 - Recreational Soccer: \$1 per participant per season on a Millville team.
 - Competitive Soccer, Baseball, Football, Lacrosse or any other sport: \$50 per team per season.
 - Tournament: \$60 per day.

Mowing and watering is done on a flexible schedule to try and accommodate scheduled events as much as possible.

Millville City North Park Pavilion Reservation Form

Millville City is dedicated to serving its residents and providing access to City parks and pavilions.

North Pavilion Reservation Use Policy:

- Patrons who make reservations should understand that other events may be happening in the park at the same time as their reservation.
- The tennis courts, children's playground and soccer fields may not be reserved with the pavilion but are open for use by the public on a first-come, first-served basis.
- Rental of the pavilion and immediate surrounding area will entitle users the use of the kitchen facilities, restrooms and access to electricity.
- The park will be cleaned on a periodic schedule. However, the City cannot guarantee the cleanliness of the facility at the time of your reservation.
- A deposit will be required in addition to the non-refundable park use fee to cover cleaning and/or damage. A representative of the city will inspect the pavilion, kitchen, restrooms, park and surrounding areas following your event. Failure to leave the area clean and undamaged will result in loss of the deposit.
- Renters agree to pay for damages that occur to the facility, in addition to the deposit. _____ (initial)
- Groups are responsible to leave the area and restrooms clean. All trash should be disposed of in the City trash receptacle (provided onsite).
- After the key is returned and the area inspected, the deposit will be returned within seven business days.
- Fees paid by cash or check (payable to Millville City) and assessed as follows:
 - Non-Refundable Use fee: \$75 for Millville residents, or \$150 for non-Millville residents
 - Refundable cleaning and damage deposit: \$200
- Millville City will not be responsible for the lost or damaged equipment, personal belongings or other items owned or used by the group or individuals using the park.
- Items left for more than 30 days will be utilized or discarded as deemed proper by the City staff.

Keys:

- Groups must designate one individual to pick up a key to the kitchen and restroom. Please contact _____ at _____ to make arrangements to pick up the key.
- This person must maintain control of the key at all times. Do not lend out the key to anyone.
- Keys are available for pick up one working day prior to the reservation.
- Upon cleaning and locking after use, the key will be dropped into the drop box located _____.
- The full deposit will be forfeited if the key is not returned.

North Park/Pavilion Use Application

Group/Organization: _____

Group Representative: _____ Phone # _____

Group/Organization Address: _____

City, State, Zip: _____

Date of Reservation: _____ Hours: _____ Approx. # of people: _____

I have read and agree to the terms and conditions listed in the **Millville City Parks Policy and this Pavilion Reservation Use Policy. I understand that all fees other than the deposit are non-refundable.** Failure to abide by this agreement will result in the loss of reservation privileges for the park in the future. I understand that Millville City reserves the right to deny or revoke reservations at the sole discretion of City staff. I understand that Millville City assumes no responsibility or liability for accidents or injuries arising from activities conducted at the City Park.

Signature

Date

Staff Initials

IN THE EVENT OF AN EMERGENCY, CALL 911
or THE CACHE COUNTY SHERIFF'S DISPATCH AT 435-716-9400

Office Use only:

Fee Paid: _____ Date: _____ Receipt #: _____

Deposit Paid: _____ Date: _____ Receipt #: _____

Deposit Refund Amount: _____ Date: _____

Millville City South Park South Pavilion Reservation Form

Millville City is dedicated to serving its residents and providing access to City Parks and Pavilions.

South Pavilion Reservation Use Policy:

- Patrons who make reservations should understand that other events in the park may be happening at the same time as their reservation.
- Reservations of the pavilion are separate from pickleball court reservations.
- **Non-Refundable** fee paid by cash or check (payable to: Millville City) and assessed as follows:
\$40 for Millville residents, or \$80 for non-Millville residents
- The park will be cleaned on a periodic schedule. However, the City cannot guarantee the cleanliness of the facility at the time of your reservation.
- Groups are responsible to leave the area clean. All trash should be disposed of in the City trash receptacle (provided onsite).
- Millville City is not responsible for lost or damaged equipment, personal belongings or other items owned or used by the group or individuals using the park.
- Items left for more than **30** days will be utilized or discarded as deemed proper by the City staff.

Park/Pavilion Use Application

Group/Organization: _____

Group Representative: _____ Phone # _____

Group/Organization Address: _____

City. State. Zip: _____

Date of Reservation: _____ Hours: _____ Approx. # of people: _____

I have read and agree to the terms and conditions listed in the **Millville City Parks Policy and this pavilion reservation use policy. I understand that all fees are non-refundable.** Failure to abide by this agreement will result in the loss of reservation privileges for the park in the future. I understand that Millville City reserves the right to deny or revoke reservations at the sole discretion of City staff. I understand that Millville City assumes no responsibility or liability for accidents or injuries arising from activities conducted at the City Park.

Office Use only:

Rent Paid: _____

Date: _____

Receipt #: _____

Millville City South Park Pickleball Court Reservation Form

Millville City is dedicated to serving its residents and providing access to City Parks and Pavilions.

South Park Pickleball Court Reservation Use Policy:

- Patrons who make reservations should understand that other events in the park may be happening at the same time as their reservation.
- Reservations of the pavilion are separate from pickleball court reservations.
- A reservation is not complete until all fees have been paid. If fees have not been paid, the reservation slot may be taken by someone else.
- Court reservation and payment must be completed a minimum of one-week prior to the desired reservation date.
- **Non-Refundable** fee paid by cash or check (payable to: Millville City) and assessed as follows:
 - **4 courts for half day: \$100 (double for 8 courts)**
 - **4 courts for full day: \$200 (double for 8 courts)**
 - **"half day" is any 4-hour time period; any time over 4 hours is considered a full day**
- The courts will be cleaned on a periodic schedule. However, the City cannot guarantee the cleanliness of the facility at the time of your reservation.
- Groups are responsible to leave the area clean. All trash should be disposed of in the City trash receptacle (provided onsite).
- Courts are only to be used for proper pickleball play. Tennis shoes only. Absolutely NO cleats, skateboards, scooters, bicycles, etc.
- Millville City is not responsible for lost or damaged equipment, personal belongings or other items owned or used by the group or individuals using the park.
- Items left for more than **30** days will be utilized or discarded as deemed proper by the City staff.

Pickleball Court Use Application

Group/Organization: _____

Group Representative: _____ Phone # _____

Group/Organization Address: _____

City. State. Zip: _____

Date of Reservation: _____ Hours: _____ Approx. # of people: _____

I have read and agree to the terms and conditions listed in the **Millville City Parks Policy and this pickleball court reservation use policy. I understand that all fees are non-refundable.** Failure to abide by this agreement will result in the loss of reservation privileges for the park in the future. I understand that Millville City reserves the right to deny or revoke reservations at the sole discretion of City staff. I understand that Millville City assumes no responsibility or liability for accidents or injuries arising from activities conducted at the City Park.

Office Use only:

Rent Paid: _____

Date: _____

Receipt #: _____

**INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND THE
MUNICIPALITIES OF CACHE COUNTY FOR CREATION OF AN ENTITY
FOR COUNTY AND MUNICIPAL SOLID WASTE DISPOSAL**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”) is made and entered into this ____ day of _____, 2022, by and between the undersigned Public Entities as set forth on the signature pages attached hereto for the creation, management, and administration of **The Cache Waste Consortium** (the “Consortium”).

WITNESSETH:

WHEREAS, CACHE COUNTY is a political subdivision and County of the State of Utah, acting by and through its County Council, the governing body thereof (the “County”), and is vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within its jurisdiction, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without its jurisdiction; and

WHEREAS, the several Municipalities of Cache County (the “Municipalities”), acting by and through their respective Town or City Councils are likewise vested with authority under the Solid Waste Management Act, at Utah Code section 19-6-503, to supervise and regulate the collection, transportation, and disposition of solid waste generated within their respective jurisdictions, and to provide a solid waste management facility to adequately handle solid waste generated or existing within or without their respective jurisdictions; and

WHEREAS, the purpose of Utah’s Interlocal Cooperation Act is “to permit local governments to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and under forms of government organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities” and “to provide the benefit of economy

of scale . . . for the overall promotion of the general welfare of the state,” Utah Code Section 11-13-102; and

WHEREAS, the Interlocal Cooperation Act therefore expressly permits “[a]ny power, privilege, or authority exercised or capable of exercise by a [local government to] be exercised and enjoyed jointly with any other [local government] having the same power, privilege, or authority,” Utah Code Section 11-13-201; and

WHEREAS, the County and the Municipalities (the “Parties” and each individually as a “Party”) have previously entered into interlocal agreements for the management of municipal solid waste from time to time; and

WHEREAS, the County and the Municipalities desire to continue to cooperate with each other in the management of municipal solid waste by creating an interlocal entity, The Cache Waste Consortium; and,

WHEREAS, the Parties wish to establish this Interlocal Agreement for the creation, management, and administration of the Constortium for the purpose of collecting fees, contracting with solid waste collection service providers, and setting policies and regulations for the same;

NOW, THEREFORE, in consideration of the foregoing, the Parties, intending to be legally bound and having authority under the Interlocal Cooperation Act, hereby agree that it is to their mutual advantage to adopt this Interlocal Agreement for the purposes of creating, managing, and administering the Cache Waste Consortium.

NOW THEREFORE THE SIGNATORY PARTIES OF THIS AGREEMENT AGREE AS FOLLOWS:

1) PURPOSE

The purpose and intent of this Interlocal Agreement is to facilitate the creation and establishment of an interlocal entity for the purpose of solid waste collection and processing within the specified area.

2) CREATION OF ENTITY

The interlocal entity “The Cache Waste Consortium” is hereby legally created and will be duly registered with the appropriate authorities by the Parties as soon as reasonably practicable.

3) GEOGRAPHICAL AREA INCLUDED IN THE DISTRICT

The geographic area to be included in the Group created by this Interlocal Agreement is the unincorporated area of Cache County and the areas contained in the Municipalities that are party to this Interlocal Agreement (the “Service Area”).

4) TERM OF AGREEMENT

The Consortium is hereby authorized to begin to exercise its powers under this agreement and provide services at the time this agreement is executed by Cache County and all of the Municipalities except Logan City, the Town of Cornish, Lewiston City, Richmond City, and Smithfield City. This Interlocal Agreement will terminate on December 31, 2030. This Interlocal Agreement will automatically renew, with no action required from the Parties, for an additional five-year term at each expiration date.

5) GOVERNING STRUCTURE

Composition

The business and affairs of the Group will be governed by the Governing Board of the Consortium (the “Board”). The Board will be composed of the following 9 members: 2 mayors from among the mayors of Providence, Millville, Nibley, Hyrum, and Paradise; 2 mayors from among the mayors of River Heights, North Logan, Hyde Park, and Amalga; 2 mayors from among the mayors of Wellsville, Mendon, Newton, Clarkston, Trenton, and Cornish (if Cornish joins this Interlocal Agreement); 2 members of the Cache County Council, with one such member being one who represents a district north of Logan City and one such member being one who represents a district south of Logan City; and the Cache County Executive. Board members who are mayors will be appointed by majority vote of the County Executive and all the mayors whose municipalities are Parties to this Interlocal Agreement. Board members who are members of the Cache County Council will be appointed by majority vote of the Cache County Council.

Board Member Terms

The initial Board members will begin their service when they are appointed as set forth in the “Composition” paragraph of this Section 5 of the Interlocal Agreement. Regardless of when the initial Board members are appointed, the length of the initial Board members’ terms will be measured from January 1, 2023. In order for there to be staggered terms among Board members, at its first meeting the Board will determine by lot and in accordance with the following which initial Board members will serve a 1-year term and which initial Board members will serve a 2-year term: 1 of the 2 mayors initially appointed to the Board from among the mayors of Providence, Millville, Nibley, Hyrum, and Paradise will serve a 1-year term and the other will serve a 2-year term; 1 of the 2 mayors initially appointed to the Board from among the mayors of River Heights, North Logan, Hyde Park, and Amalga will serve a 1-year term and the other will serve a 2-year term; 1 of the 2 mayors initially appointed to the Board from among the mayors of Wellsville, Mendon, Newton, Clarkston, Trenton, and Cornish will serve a 1-year term and the other will serve a 2-year term; and 1 of the 2 members of the Cache County Council initially appointed to the Board will serve a 1-year term and the other will serve a 2-year term. The Cache County Executive will serve an initial 2-year term.

A person may serve on the Board for an unlimited number of terms. After the 1- or 2-year term of the initial Board members, anyone appointed to the Board will serve a 2-year term. Upon the expiration of a Board member’s term, a replacement Board member will be appointed in the manner described in the “Composition” paragraph of this Section 5 of the Interlocal Agreement. If a Board member leaves elected office as mayor, county executive, or county council member prior to the expiration of his or her term on the Board, the person selected to replace the Board member as mayor, county executive, or county council member will fill the remainder of that Board member’s term on the Board.

Officers

The Board’s officers shall consist of a chair and vice chair. At the Board’s first meeting of each calendar year, the members of the Board will nominate members to serve as chair and vice chair. Thereafter, by majority vote, the members of the Board will select from among those nominated a chair and vice chair for that year. The chair

of the Board will conduct meetings and sign all documents authorized by the Board. If the chair is unavailable, the vice chair of the Board may conduct meetings and sign documents authorized by the Board. Clerk duties for the Board will be provided by an executive assistant appointed by the Board.

Quorum and Voting

A quorum of the Board will consist of not less than one half of the total members of the Board. Board members participating in a Board meeting electronically will count toward a quorum and deemed present at the meeting. If less than a majority of the members is present at a meeting of the Board, a majority of members present must adjourn the meeting until a quorum is present. Action of the Board requires a vote by a majority of Board members, not merely the vote of a majority of a quorum. No Board member may vote or otherwise act by proxy at any meeting of the Board.

Meetings

The Board will hold meetings as necessary but must hold no fewer than two meetings per year. Board meetings will be open to the public to the extent required by Utah law governing open and public meetings.

Parliamentary Procedure

The current edition of Robert's Rules of Order will govern proceedings of the Board, subject to exceptions or special rules adopted by the Board.

6) POWERS OF THE CONSORTIUM

The Consortium is empowered to exercise, through its Board, the powers delegated to it by the Parties. Subject to Section 21 below, and with the terms in this Section 6 having the meanings given to them in Utah's Solid Waste Management Act, the Parties agree and delegate to the Consortium the authority to do the following:

- (1) Supervise and regulate the collection, transportation, and disposition of solid waste generated within the jurisdiction of each Party;
- (2) Provide a solid waste management facility to adequately handle solid waste generated or existing within or without the jurisdiction of each Party;
- (3) Assume, by agreement, responsibility for the collection and disposition of solid waste whether generated within or without its jurisdiction;

- (4) Enter into a short- or long-term agreement to provide for or operate a solid waste management facility with another public entity; a public agency, as defined in Utah Code section 11-13-103; a private person; or a combination of public entities, public agencies, and private persons;
- (5) Levy and collect a fee or charge or require a license as may be appropriate to discharge its responsibility for the acquisition, construction, operation, maintenance, and/or improvement of a solid waste management facility, including licensing a private collector operating within its jurisdiction;
- (6) Require that solid waste generated within its jurisdiction be delivered to a solid waste management facility;
- (7) Control the right to collect, transport, and dispose of solid waste generated within its jurisdiction;
- (8) Agree that, according to Utah Code section 19-6-505, the exclusive right to collect, transport, and dispose of solid waste within its jurisdiction may be assumed by:
 - a. another public entity;
 - b. a private person; or
 - c. a combination of persons;
- (9) Accept and disburse funds derived from a federal or state grant, a private source, or money that may be appropriated by the Legislature for the acquisition, construction, ownership, operation, maintenance, and improvement of a solid waste management facility;
- (10) Contract for the lease or purchase of land, a facility, or a vehicle for the operation of a solid waste management facility;
- (11) Establish one or more policies for the operation of a solid waste management facility, including:
 - a. hours of operation;
 - b. character and kind of wastes accepted at a disposal site;
 - c. any other policy necessary for the safety of the operating personnel;
- (12) Sell or contract for the sale, according to a short or long-term agreement, of usable material, energy, fuel, or heat separated, extracted, recycled, or

recovered from solid waste in a solid waste management facility, on terms in its best interest;

- (13) Pledge, assign, or otherwise convey as security for the payment of bonds, revenues and receipts derived from the sale or contract or from the operation and ownership of a solid waste management facility or an interest in it;
- (14) Issue a bond according to Title 11, Chapter 14, Local Government Bonding Act;
- (15) Issue industrial development revenue bonds according to Title 11, Chapter 17, Utah Industrial Facilities and Development Act, to pay the costs of financing a project consisting of a solid waste management facility on behalf of an entity that constitutes the users of a solid waste management facility project within the meaning of Section 11-17-2;
- (16) Agree to construct and operate or to provide for the construction and operation of a solid waste management facility project, which project manages the solid waste of a public entity or private person, according to one or more contracts and other arrangements provided for in a proceeding according to which a bond is issued; and
- (17) Issue a bond to pay the cost of establishing reserves to pay principal and interest on the bonds as provided for in the proceedings according to which the bonds are issued.

7) REGULATIONS AND POLICIES

The Board is empowered to create such regulations and policies as are necessary in the discharge of its purpose, operations, powers, and authority as set forth above. Policies and regulations shall be adopted or repealed as necessary during the regular meetings of the Board. Such regulations and policies duly adopted will be binding on Consortium activities, the provision of waste collection services, and relations with contractors, employees, and the public.

8) BUDGETS

The fiscal period for the Consortium will be an annual period beginning on January 1 of each year and ending December 31 of the same calendar year. The Board must review, approve, and adopt the Consortium's annual budget for the upcoming year

no later than December 31 of each year. During the budget year, the Board may amend the budget in any regular meeting or in any special meeting called for that purpose.

9) NOTICE

Any notices or other documents permitted or required to be delivered to the Parties pursuant to this Interlocal Agreement must be delivered to the County at the office of the County Executive and to the other Parties at the offices of their respective City or Town Mayors.

10) TERMINATION

If the Consortium contracts with another entity (a “Third Party Provider”) to provide solid waste collection, transportation, and/or disposition services within the Service Area, no Party may terminate its obligations under or participation in this Interlocal Agreement prior to the expiration or renewal of the contract with the Third Party Provider. If a Party intends to terminate its obligations under and participation in this Interlocal Agreement at the expiration or renewal of a contract with a Third Party Provider, the Party must deliver written notice to the other Parties at least 12 months prior to the expiration or renewal of the contract with the Third Party Provider. If there is no active contract with a Third Party Provider, any Party may terminate its obligations under and participation in this Interlocal Agreement, with or without cause, by delivering written notice of termination to the other Parties at least 180 days prior to the termination date. Termination by one party will not affect the validity of this Interlocal Agreement as to the remaining parties. If a Party that withdraws from this Interlocal Agreement has a representative serving on the Board at the time of withdrawal, that representative will be deemed to have resigned from the Board at the time of withdrawal, and a new Board member from another Party will be appointed to fill out the remainder of the resigned Board member’s term.

11) SEVERABILITY

If any provision of this Interlocal Agreement is held invalid, the remainder of the agreement will not be affected thereby and all other parts of this agreement will nevertheless be in full force and effect.

12) PRIOR AGREEMENTS

This Interlocal Agreement is the entire agreement between the parties. It supersedes all previous oral and written presentations, understandings, and agreements between the Parties respecting the subject matter of this Interlocal Agreement.

13) ASSIGNMENT

No assignment, delegation, transfer, or novation of this Interlocal Agreement or part thereof may be made unless unanimously approved by the Parties.

14) AMENDMENT

This Interlocal Agreement may be amended only by a writing duly executed by all of the Parties under the procedure outlined in Section 23 of this Interlocal Agreement.

15) CONSTRUCTION

This Interlocal Agreement will be governed by and construed in accordance with the laws of the State of Utah.

16) BOOKS AND RECORDS

The Parties shall have reasonable access to the books, records, and accounts of the Consortium, for the purpose of fulfilling any of their obligations under this Agreement. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code section 11-13-209.

17) FILING

This Interlocal Agreement and any subsequent amendments hereto will be filed by Cache County with the Cache County Clerk and by the other Parties with their respective City or Town Clerks.

18) INDEMNIFICATION

Each Party agrees to indemnify and hold the other Parties harmless from and against any and all claims, demands, losses, causes of action, damages, lawsuits, and judgments, including attorney's fees and costs, to the extent that such are caused by or arise out of or relate to its own work, errors, omissions, and/or operations. The Parties agree that by execution of this Interlocal Agreement none of them will be deemed to have waived their statutory defenses of sovereign immunity nor increased their limits of liability as provided for under Utah law.

19) RESERVATION OF RIGHTS

Nothing in this Interlocal Agreement will be deemed or interpreted to prohibit, preclude, or otherwise pre-empt the Parties' rights or abilities to take any lawfully available actions to provide funding or other support for the Consortium.

20) DEFAULT

If a Party breaches the terms of this Agreement, the Board may provide written notice of the default, in accordance with the Notice requirements described above. If the breaching Party does not cure the default within 30 days from the date the notice is sent, the Consortium may terminate this Agreement as to the breaching Party and recover all costs and damages resulting from the breach of this Agreement. Any outstanding funds owed to the breaching Party may be used to offset the damages and costs incurred by the Consortium. The right to offset is not intended to limit the Consortium's right to any other remedy available in law or equity.

Failure of the Consortium to exercise its rights in the event of any breach by a Party will not constitute a waiver of such rights. Nothing in this Interlocal Agreement may be construed to create a cause of action for consequential damages for delay.

21) DEBT AND PROPERTY OWNERSHIP

Until January 1, 2028, the Consortium is not authorized to acquire real or personal property or to incur debt, except that the Board may authorize the purchase of a reasonable amount of office supplies and related items as may be necessary to conduct the day-to-day business of the Consortium. After December 31, 2027, the Consortium is authorized incur debt and to acquire real and personal property in its own name pursuant to Section 6 above. The Consortium's acquisition of property is not a joint acquisition of property by the Parties to this Interlocal Agreement. No real or personal property will be acquired jointly by the Parties because of this Interlocal Agreement.

22) APPROVAL

Each respective Party's participation in this Interlocal Agreement is conditioned upon the approval and execution of this agreement by the Party pursuant to and in accordance with the provisions of the Interlocal Cooperation Act, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Interlocal Cooperation Act. In accordance with Utah Code

section 11-13-202.5(3), this Interlocal Agreement must be submitted to the attorney authorized to represent each respective Party for review as to proper form and compliance with applicable law before this Interlocal Agreement may take effect.

IN WITNESS WHEREOF, each party has executed this agreement on the respective signature page of that Party as of the date specified in the signature block.

CACHE COUNTY

Cache County Executive, David Zook

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF AMALGA

Mayor, David Wood

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF CLARKSTON

Mayor, Craig Hidalgo

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF CORNISH

Mayor, Matt Leak

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF HYDE PARK

Mayor, Bryan Cox

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF HYRUM

Mayor, Stephanie Miller

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF MENDON

Mayor, Ed Buist

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF MILLVILLE

Mayor, David Hair

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF NEWTON

Mayor, Mike Benson

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF NIBLEY

Mayor, Larry Jacobsen

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF NORTH LOGAN

Mayor, Lyndsay Peterson

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF PARADISE

Mayor, Vic Little

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF PROVIDENCE

Mayor, Kathleen Willardson Alder

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF RIVER HEIGHTS

Mayor, Jason E Thompson

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

TOWN OF TRENTON

Mayor, Lynn G. Payne

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

CITY OF WELLSVILLE

Mayor, Thomas Bailey

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

Councilmember Assignments 2022

Updated 1/27/22

Councilmember Daniel Grange

- Water
- Trails
- Fire/EMS/Emergency Preparedness
- City Celebration Support

Councilmember Ryan Zollinger

- Sewer
- Parade

Councilmember Clay Wilker

- City Celebration/Night Out Against Crime
- Youth Council

Councilmember Pamela June

- Ordinance Enforcement
- P&Z
- Fair Booth

Councilmember Michael Callahan

- Law Enforcement/Animal Control
- Ordinance Enforcement Support
- Wildfire