

MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
October 27, 2022

PRESENT: David Hair, Daniel Grange, Clay Wilker, Michael Callahan, Pamela June, Ryan Zollinger, Tara Hobbs, Chad Kendrick, Corey Twedt, Kara Everton, Sarah Fitzgerald, Matt Anderson, Steve Stacey, Dennis Quist, Shawn Casey, Wayne Caldwell, Caylee Funk, Courtney Funk, Patrick Pehrson, Brookelyn Pehrson, Rex Pehrson, Gary Stauffer, Scott Stauffer, Chris Nascimento

Call to Order/Roll Call

Mayor David Hair called the City Council Meeting to order for October 27, 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 Callahan welcomed everyone to the Council Meeting and led all present in the pledge of allegiance. He then offered a word of prayer.

Approval of Agenda

The agenda for the City Council Meeting of October 27, 2022 was reviewed.

Councilmember Wilker moved to approve the agenda for October 27, 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 22, 2022.

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

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

Public Comment Period

Mayor Hair opened the floor for any public comments.

Steve Stacey said that there are a lot of cars that speed past his home on the 300 East road where Millville connects to Providence at approximately 600 North. He said that he has concerns of an accident occurring in that location in the future due to the excessive

speeding. Steve requested that the City consider a sign of some kind or a speed bump to help deter speeding. Mayor Hair said that he and the Council would investigate this.

Request for a Business License for Bam Bam Apparel

Courtney Funk has submitted a request for a business license for Bam Bam Apparel at 223 North 100 West. Courtney said that this would be an online business. **Councilmember Callahan moved to approve the business license for Bam Bam Apparel.**

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”).)

CAPSA presentation regarding Domestic Violence Awareness

Sarah Fitzgerald, representing CAPSA, said that October is Domestic Violence Awareness Month. She said that CAPSA has served thousands of individuals in the last year that would not have had support without the services offered by CAPSA. She said that in Millville alone, there had been 39 crisis calls and 15 clients that had been served in the past year. Sarah invited the Council and the residents of Millville to look out for potential cases of domestic violence and said that CAPSA just wants everyone to know that they are there and available as a resource.

Parking Code enforcement hearing for Casey

Shawn Casey said that he does not believe he is in violation of the code because he moves his truck and trailer every day. Recorder Twedt said that the trailer is in the same location every day. Shawn said that this didn’t matter since he moved it once a day and this is permitted by code. The Council said that they would re-look at the code and likely send a new notice of violation to Shawn in the future. (A copy of the staff report is included with the minutes as Attachment “C”).)

Discussion on US Postal Service mail delivery

Dennis Quist and Steve Stacey said that this all started when they began having issues with the Millville City Post Office. In doing some initial research, they have found the Postal Service requirements for home delivery. They said that with Millville’s current population, they clearly meet the requirements and would like to start a request for home delivery with the Postal Service. Dennis and Steve said that they plan to do all the leg work and would like to request City Council support as they begin to work through the process.

It was discussed that some Millville residents might prefer having a post office box instead of mail delivery. Steve said that he spoke with a district manager for the Postal Service about this and he thinks it would be likely that the post office would remain with the addition of home delivery.

The Council said that they would support Steve and Dennis as they worked through the process to try and get mail delivery in Millville. A letter of support was requested that Recorder Twedt said he would prepare. (A copy of the delivery services handout provided is included with the minutes as Attachment “D”).

Report on P & Z Meetings held October 6, 2022 and October 20, 2022

Development Coordinator Kara Everton reviewed with the Council the Planning Commission’s draft minutes for the meetings held on October 6, 2022 and October 22, 2022.

Consideration for approval of Gary Stauffer Rezone Request on Parcel 02-124-0009 at approximately 700 North Main

Recorder Twedt reviewed with the Council the resolution that would approve the request to change the zoning on the Gary Stauffer parcel from Agricultural (A) to Residential (R2).

Councilmember Wilker moved to approve Resolution 2022-21. Councilmember Grange seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment “E”).

Consideration of resolution accepting the Pehrson Subdivision at approximately 300 North 100 East

Recorder Twedt reviewed with the Council the resolution that would approve the Pehrson two-lot subdivision. He reported that the engineering reviews were complete, all fees have been paid and the Planning Commission had recommended City Council approval.

Councilmember Grange moved to approve Resolution 2022-22. Councilmember Callahan seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment “F”).

Consideration for approval of Cache Waste Consortium Interlocal Agreement between Cache County and the Municipalities of Cache County for creation of an entity for County and Municipal Solid Waste Disposal

Mayor Hair reviewed the interlocal agreement with the Council. He explained that minor changes are being made right now following a review from the attorneys. Recorder Twedt said that he had been told today that the current plan was for each city to pay a \$1 per can buy-in administration fee that would be used to fund the interlocal agency. They are working now to determine what the cost would be for a city to buy into the organization later as well as the rules for how a city might exit the interlocal if they decide they want to do something else in the future.

Councilmember Zollinger said that he has lots of concerns with the amount of power being given to the leadership of this interlocal agency. He said that he specifically had concerns

that the agreement would allow for this group to bond and build facilities. He asked why they would need to be able to do this.

Recorder Twedt said that one of the things that have come out of the meetings with the mayors is that they don't want to necessarily be stuck with contractors forever. There may be a time where it would make more sense financially for the interlocal agency to buy trucks and access to a landfill and have the cities control their own solid waste disposal through the interlocal agency. Recorder Twedt said that the interlocal agency was needed so that they could request quotes from contractors as a group to get a lower rate for the residents.

Councilmember Wilker said that he has similar concerns with the wording in the agreement that would allow the agency to bond on behalf of a city.

Councilmember Callahan said that any interlocal agreement will result in a local government losing some of their power. The question being discussed is how much. He said that he is also concerned about the interlocal entity having the ability to bond. He would like limitations on bonding and an approval mechanism for bonding that involves the city councils from the participating cities.

Recorder Twedt said that he was confident that any bonding would still require full approval from the City Council as the legal bonding process would need to be followed, but he did not know exactly how all of that would work. He said that the interlocal agency is not made up of outside people. It is governed by the mayors, and he feels like this is a good set up. Recorder Twedt said that in attending the COG meetings, he was impressed how the mayors worked together to make good decisions on the expense of grant funding for road projects throughout Cache County.

Councilmember Zollinger said that he would give the City attorney a call to discuss his concerns since the attorney had been heavily involved with reviewing the agreement. The rest of the Council thought that this would work well since Councilmember Zollinger had voiced the concerns shared by the others.

Recorder Twedt asked that this happen quickly so that the Council could review the updated agreement for possible acceptance at the following meeting.

Councilmember Callahan motioned to table this agreement for now and review it at a future meeting with more information and possible edits to how the interlocal entity would bond for major expenses. Councilmember Zollinger seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (The draft agreement is included with the minutes as Attachment "G".)

Consideration of acceptance of the Millville Park Extension Annexation Petition

Recorder Twedt reviewed with the Council the resolution that would accept the Millville Park Extension Annexation Petition and begin the annexation process with the County to

move this piece of property into Millville City. He said that the Griffin's had donated the property and the City now owned it.

Councilmember Callahan moved to approve Resolution 2022-23. Councilmember Wilker seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. (The approved resolution is included with the minutes as Attachment "H".)

300 South to Nibley 3200 South COG Project

Mayor Hair explained that the CCOG had voted on priorities for use of the COG funds for road projects and then met and made a recommendation to the County Council. The County Council met on Tuesday and approved the priorities selected by the CCOG. Millville has been awarded the funding requested for the engineering design work for the road that would connect 300 South in Millville to the stoplight on the highway at 3200 South in Nibley. Of the 19 applications submitted, 7 and a half projects were funded this year. Millville received \$380,000.

Recorder Twedt said that he would reach out to the engineering firm that had been selected earlier in the year to kick off the project.

Request for a gravel pit on the Celco property

Recorder Twedt said that as is detailed in the staff report, the City has received a request from the former developer of the Celco property to operate a gravel pit from that location. As stated, and confirmed by the Millville City attorney, this area is zoned as residential and does not list a conditional use for a gravel pit. To operate this type of operation on that property, a zone change would be required.

The Council discussed the major concerns they had with a gravel pit operating at this location. Treasurer Hobbs pointed out that state approvals to operate a gravel pit are extensive and can take a year or more to complete.

The consensus of the Council was that this area is not zoned for this type of operation and could not be done there. No development is currently approved for this property and all development approvals are currently on hold. Even if development were approved at this time, there are limits in the code as to how much earth work can be done on lots located on slopes. The Council determined not to look any further into the permitting process to allow a gravel pit operation on this property. (A copy of the staff report is included with the minutes as Attachment "I".)

Discussion on potential fiber internet franchise agreement

Councilmember Zollinger said that fiber internet had come up again. He said that he and Recorder Twedt had met with a company called All West, which is a rural communication company. They have offered to install fiber in Millville with no cost to the City. They would like to do this through a franchise agreement. Councilmember Zollinger said that he

thought this was worth looking into as it would give Millville residents another option for internet. He said that the costs to the consumer for the internet look reasonable. All West is hoping that they can reduce their costs by laying some of the lines in conjunction with the sewer construction, but this is not a requirement.

It was discussed by the Council that if we were to proceed with an agreement for fiber, that it didn't affect the sewer construction by increasing construction time or costs.

Recorder Twedt said that he has been speaking to city managers from other cities about All West and they have been considering this as well. He said that there were at least a couple of other cities that felt it was a good deal and were doing some due diligence to learn more. Recorder Twedt said that he would try to figure out more information to bring back to the Council.

Councilmember Zollinger said that he thinks it is worth investigating. He said that in the next meeting, we could see if we have additional information and review an initial draft of their template franchise agreement.

Streetlight request for 600 East Center

Recorder Twedt said that a resident that lives at the top of Center Street where it comes off 550 East sent an email requesting consideration for a streetlight on that street. Recorder Twedt said that for some reason, streetlights had not been required of the developer on either Center Street or 100 East in that location. The cost to the City to purchase a new streetlight is about \$5,000.

The Council said that they would like to look at it and then discuss this further at a future meeting.

Update on Cemetery Lawsuit

Mayor Hair explained that he had requested the City do a records request to understand the current costs spent by the Cemetery Board on their lawsuit against Millville City. The Cemetery Board has spent just under \$40,000 of taxpayer money so far on this lawsuit. There is a big hearing in November, so this number will increase significantly.

Councilmember Grange said that he thinks it is important for residents from both cities to know what has been spent since it is their tax dollars. Recorder Twedt said that he would include the numbers in the November newsletter as part of the update on things discussed during City Council meetings.

Matt Anderson said he was unclear what had happened between the City and the Cemetery District. The Council provided a brief summary.

Utility Bill Adjustment Review for FY23 Q1

Treasurer Hobbs reviewed with the Council the utility bill adjustments that have been made in the first quarter of this fiscal year. She said that many of the adjustments were a result of her being in the hospital and not available when several payments had been made.

Budget Review for FY23 Q1

Recorder Twedt reviewed the budget revenue and expenses through the first quarter of the fiscal year. He pointed out that they had tried to finish the park pavement project before the end of June this year, but because of construction company delays, it didn't happen until FY23. As a result, some of the money planned for expenditure last year needed to move to this year. He said that as is often the case, a budget adjustment would be needed in January, so the Council would spend more in-depth time with the budget review at that time. (The budget report is included with the minutes as Attachment "J".)

City Reports

Public Works Director Kendrick asked if Linn Stuebner was planning to decorate the trees in the roundabout for Christmas or if the Council wanted staff to take care of it. Councilmember Wilker said that he would reach out to Linn to see what she would prefer. Either way, the City will plan to purchase the lights for the trees.

Director Kendrick said that everything was now winterized and the City is now running solely on the spring for culinary water.

Sewer construction begins in November. Whitaker now has a public relations firm in place that will create a website, provide door hangars, and begin getting information out to the Millville City residents.

Director Kendrick reported that a new, better clock and timer has been installed for the pickleball courts since the old one didn't work, and we could not control the lighting schedule.

Councilmember Reports and Items for Future Agendas

(A copy of the Councilmember Assignments List is included with the minutes as Attachment "K".)

Councilmember June said that she had met with a resident about code enforcement. The resident wished to remain anonymous. She provided a list of many issues she is seeing as code violations throughout the City. It was discussed that the Council did not want to be too overbearing on code enforcement. Especially for things occurring on someone's property. The focus right now is the parking issues and that is consuming as much staff

time as we have available. Councilmember Grange said that he feels like residents should put their names to a complaint if they have one rather than trying to stay anonymous.

Councilmember Wilker said that Ridgeline High School had now added lights to their baseball diamond, and they are bright. He asked if they had come in to Planning in Zoning to make their request prior to adding the lights. Development Coordinator Everton said that they had not. There was some discussion on what the school could and could not do without City approval. Councilmember Wilker said that he would dig into it a little and call the School District.

Adjournment

Councilmember Callahan moved to adjourn the meeting. Councilmember Zollinger seconded. Councilmembers Callahan, June, Wilker, Grange and Zollinger voted yes. The meeting adjourned at 9:12 p.m.

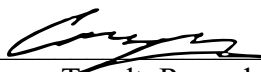
NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold their regularly scheduled Council Meeting on Thursday, October 27, 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 Callahan
3. Approval of agenda
4. Approval of minutes of the City Council Meeting – September 22, 2022
5. Agenda Items—
 - A. Public Comment Period (2 min/person)
 - B. Business License Request for Bam Bam Apparel at 223 N. 100 W. – Courtney Funk
 - C. CAPSA presentation regarding Domestic Violence Awareness – Sarah Fitzgerald
 - D. Parking Code Enforcement Hearing for Casey – Recorder Twedt
 - E. Discussion on US Postal Service mail delivery – Steve Stacey
 - F. Report on P&Z Meetings held October 6, 2022 and October 20, 2022 – Development Coordinator Everton
 - G. Consideration for Approval of Gary Stauffer Rezone Request on Parcel 02-124-0009 (approximately 700 North Main) from Agricultural (A) to Residential (R2) – Recorder Twedt
 - H. Consideration of Resolution accepting the Pehrson Subdivision (approximately 300 North 100 East) – Recorder Twedt
 - I. Consideration for approval of the Cache Waste Consortium Interlocal Agreement between Cache County and the Municipalities of Cache County for creation of an entity for County and Municipal Solid Waste Disposal – Mayor Hair
 - J. Consideration of Acceptance of Millville Park Extension Annexation Petition – Recorder Twedt
 - K. 300 South to Nibley 3200 South COG Project – Mayor Hair
 - L. Request for a gravel pit on Celco property – Recorder Twedt
 - M. Discussion on potential fiber internet franchise agreement – Councilmember Zollinger
 - N. Street light request for 600 East Center – Recorder Twedt
 - O. Update on Cemetery Lawsuit – Mayor Hair
 - P. Utility Bill Adjustment Review for FY23 Q1 – Treasurer Hobbs
 - Q. Budget Review for FY23 Q1 – Recorder Twedt
 - R. City Reports: Roads, Parks, Water – Public Works Director Kendrick
 - S. Councilmember Reports and Other Items for Future Agendas
 - T. 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 October 24, 2022 to the City posting locations, the City Website and the Utah Public Meeting Notices Website.


Corey Twedt, Recorder



Millville City

PO Box 308
510 East 300 South
Millville, Utah 84326
(435) 750-0924 corey@millvillecity.org
www.millvillecity.org

Attachment "B"

CHECK APPLICABLE BOX

- ☐ Commercial ☐ New Application
☒ Home Business ☐ Application Amendment

CHANGE OF:

- ☐ Ownership ☐ Business Name
☐ Address ☐ Business Description

Business License Application

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 _____

SECTION I: Business Information

Application Contact: Courtney Funk Contact Ph: 435-754-9819
A. Business Name "DBA": Bam Bam Apparel
B. Business Location: 222 N 100 W Millville, UT 84326
Street Address (include unit #)
C. Mailing Address: Bam Bam Apparel PO Box 110 Millville UT 84326 ☐ Same as "B. Business Location"
ATTN: _____ Street (include unit#)/PO Box address City, State, Zip
D. Local Business Ph: 435-754-9819 Fax: _____ www: _____

SECTION II: Business Description — General (complete the commercial or the Home Business AND the far right column)

COMMERCIAL

Building/plaza: _____

Is this a secondary use within an existing business location?

☐ Yes, in _____ ☐ No

Hours of Operation: _____

Type of Operation: (mark all that apply)

- ☐ Sales/Service: Customers typically come on site
☐ Sales/Service: Customers rarely come on-site
☐ Service no sales
☐ Fresh food service and/or preparation
☐ Manufacturing
☐ Medical/dental
☐ Daycare
☐ Instruction
☐ Preschool
☐ Other: _____

Previous use of location: _____

HOME BUSINESS

Please Note:

A home business does not change the aesthetic character of the area and zone.

On-site employees? ☐ Yes ☒ No

If yes,

Up to how many? _____ Working hours? _____

Where will they park? _____

On-site customers? ☐ Yes ☒ No

If yes,

Up to how many per day? _____

Up to how many per week? _____

Where will they park? _____

On-site business will be performed from a:

(mark all that apply)

- ☐ Home office ☒ Garage/storage room
☐ Desk and chair ☐ Carport/driveway
☐ Shed/out building ☐ Vehicle
☐ Other: _____

Do you intend to set-up off-site?

(i.e. in parking lot, at festivals, within stores)

☒ Yes ☐ No

Proposed start date: 11/1/2022

This Business Includes:

- | 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 |

SECTION III: Business Description — Specific

☐ (attach additional pages if necessary)

We will be selling t-shirts & sweatshirts online & also at markets. We will be storing our merchandise at this address.

SECTION IV: Additional Information

- E. Utah State Tax Commission — Sales Tax Number: _____ ☐ Not applicable
- F. State & federal regulatory agency licensing info: _____ ☒ 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: _____ ☐ Not applicable

SECTION V: Ownership (Parent business entity and business officer information)**Parent Entity**Parent Business Name: _____ ☒ Name as "A. Business Name DBA"State Entity Type: ☐ Sole Proprietorship ☒ Partnership ☐ LLC ☐ Corporation ☐ Non-Profit Corporation (w/501 c3 letter)**Officers (1)**

Officer Name: Courtney Funk Contact Ph. 435-754-9819 ☒ Owner ☐ Local Manager

Home Address: 302 S 1540 E Hyrum, UT, 84319 ☐ Member ☐ Manager ☐ Local Manager ☐ President ☐ Director ☐ Officer ☐ Local Manager

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.**Officers (2)**

Officer Name: Caylee Funk Contact Ph. 435-754-9043 ☒ Owner ☐ Local Manager

Home Address: 530 E 800 N Logan, UT, 84321 ☐ Member ☐ Manager ☐ Local Manager ☐ President ☐ Director ☐ Officer ☐ Local Manager

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.**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.

CAm Courtney Funk 10/12/2022
Signature of Owner/Authorized Agent Printed Name Date

SECTION VII: For administration use onlyClassification: ☐ 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 Bam Bam Apparel

Owner Name COURTNEY + Cayle Funk

Business Address 223 N 100 W Millville, UT 84326

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.


Signature

10/12/2022
Date



AGENDA REPORT: CODE ENFORCEMENT

October 27, 2022

Background

City staff have now made several full passes over the City looking specifically for code violation related to parking in the City right-of-way. 51 Notices of Violation have been sent out and luckily only 3 have resulted in administrative citations.

Shawn & Jocelyn Casey were issued a notice of violation on September 9, 2022 for having a trailer and truck parked in the City right-of-way. As stated in that notice, they had until September 19th to request a hearing and September 26th to have the trailer moved so that they would not receive a citation.

On September 26th, staff drove past the home again and the trailer and truck were still parked illegally, so a citation with a \$100 fee was issued.

After having received the citation, the Caseys sent in request for a hearing stating, *"This vehicle was moved on this day."* After the City received this letter from the Caseys, staff made another pass by the Casey home on October 9th and found that the truck and trailer were still in the same location. In addition, it has been in the same location for every subsequent day that staff has driven down that street.

Although Millville code requires that requests for hearing be sent within 10 days of having received the Notice of Violation, staff feels that if there is confusion in how and why citations are given, the City Council should be involved.

As a refresher, here is a high-level summary of how the Millville enforcement plan works from a City perspective when law enforcement is not involved:

- A code violation is identified, and a Notice of Violation is sent to the homeowner. If the homeowner disagrees that code has been violated, they have 10 days to request an Administrative Hearing.
- With the Notice of Violation, a homeowner has a timeframe in which to fix the issue. The minimum would be 10 days.
- The City will check back after the time frame has expired. If the issue has not been fixed, a Citation is given with a fee of \$100 that must be paid within 15 days.
- The City will check back in 10 days. If the issue has still not been fixed, the homeowner will accrue an additional fee of \$100 (\$10/day). This continues until the issue is fixed.

Shawn & Jocelyn Casey – 306 N. 350 E.

Picture taken 9/8/22 at 2:18 p.m.



Picture taken 9/26/22 at 4:46 p.m.



Picture taken 10/9/22 at 7:37 a.m.



6 Delivery Services

City Delivery Service

641 Establishment of City Delivery Service

See [63](#) for authorized modes of delivery.

641.1 Definition

In this section, *establishment* refers to the initiation of city delivery service in a community through a Post Office that does not currently provide it.

641.2 Requirements

In establishing city delivery service, a combination of delivery methods is considered to provide regular and effective service to all residential and business sections of a community. All establishments of delivery service must have final approval of the district manager, Customer Service and Sales, or designee. Establishment of city delivery service is considered when the following essential requirements are met:

- a. Within the area to be served there is a population of 2,500 or more or 750 possible deliveries. (The postal customer population may vary greatly from the general census population because of different boundary interpretations and designations.)
- b. At least 10 percent of the building lots in the area to be served are improved with houses or business places. Where a house or building and its yard or ground cover more than one lot, all lots so covered are considered improved. The streets are paved or otherwise improved to permit the travel of Postal Service vehicles at all times, without damage or delay.
- c. Streets are named and house numbers are assigned by the municipal authorities in accordance with Management Instruction DM-940-89-3, *Addressing Conventions*.
- d. Street signs are in place and house numbers are displayed.
- e. Rights-of-way, turnouts, and areas next to roads and streets are sufficiently improved so that the installation, servicing, and accessing of boxes are not hazardous to the public or Postal Service employees.
- f. Satisfactory walkways exist for the carrier where required.
- g. Approved mail receptacles or door slots are installed at designated locations, as directed by the Postal Service.

**MILLVILLE CITY
RESOLUTION 2022-21**

**APPROVING THE GARY STAUFFER REZONE OF PARCEL 02-124-0009
FROM AGRICULTURAL (A) TO RESIDENTIAL (R2)**

WHEREAS, a petition to rezone property for parcel 02-124-0009 was received from Gary Stauffer on September 29, 2022; and

WHEREAS, the Planning Commission has reviewed the rezone request and held a public hearing on October 20, 2022 to receive public input on the request; and

WHEREAS, the Planning Commission recommended to the City Council the approval to change the zoning as requested for said parcel;

THEREFORE, BE IT RESOLVED that Millville City approves the rezone of Parcel 02-124-0009 from Agricultural (A) to Residential (R2).

Approved and passed by the Millville City Council this 27th day of October 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
RESOLUTION 2022-22**

**RESOLUTION TO ESTABLISH THE PEHRSON SUBDIVISION LOCATED AT
APPROXIMATELY 300 NORTH 100 EAST**

WHEREAS, a request to subdivide parcel 02-130-0008 into two parcels has been received; and

WHEREAS, the Planning Commission reviewed the request on October 20, 2022 and recommended the City Council approve this subdivision; and

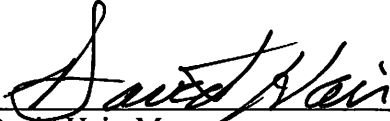
WHEREAS, the City Council discussed and reviewed the request at the City Council Meeting held on October 27, 2022;

THEREFORE, BE IT RESOLVED that the City Council hereby accepts the Pehrson Subdivision of two lots as proposed in drawings and documents submitted. These documents have been found to be in compliance with applicable Millville City Ordinances.

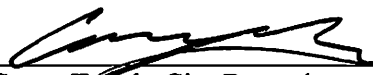
Passed and approved by the Millville City Council this 27th day of October 2022.



SIGNED:


David Hair, Mayor

ATTEST:

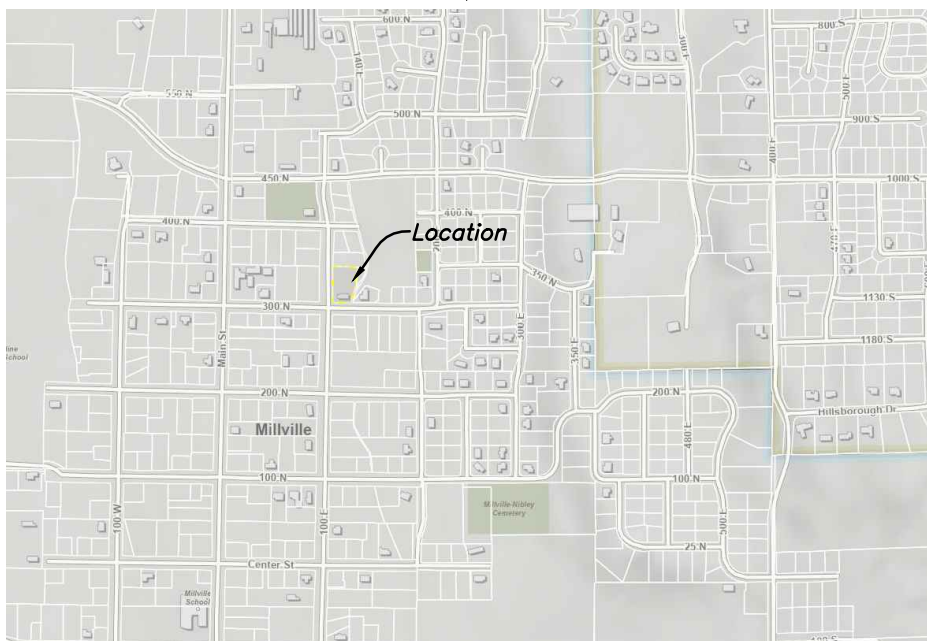

Corey Twedt, City Recorder

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

Pehrson Subdivision

Millville City, Cache County, Utah
A Part of the Southeast Quarter of Section 15,
Township 11 North, Range 1 East, Salt Lake Base & Meridian
August 2022

VICINITY MAP



DOMINION ENERGY

Questar Gas Company, DBA Dominion Energy Utah, hereby approves this plat solely for the purpose of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations, or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the owner's dedication or in the notes, and does not constitute a guarantee of particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's right-of-way department at 800-366-8532

Approved by Dominion Energy, this _____ day of _____, A.D., 20__.

By: _____ Title: _____

ROCKY MOUNTAIN POWER

1. Pursuant to Utah Code Ann. § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with the rights and duties described therein.
2. Pursuant to Utah Code Ann. § 17-27a-603(4)(c)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the Public Utility Easement, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right the Rocky Mountain Power has Under:
- (1) A recorded Easement or Right-of-Way
 - (2) The law applicable to prescriptive rights
 - (3) Title 54, Chapter 8a, damage to underground utility facilities or
 - (4) any other provision of the law.

Rocky Mountain Power

NOTES & RESTRICTIONS:

- 1- All public & municipal utility easements (P.U.E.) are 10.0 feet wide around the frontage of All Lots.
- 2- No Structures may be built within any public utility easement, except as approved by the City Engineer
- 3- All expenses involving the necessary improvements for sanitary sewer systems, gas service, electrical service, curbs and gutters, fire hydrants, pavement, sidewalks, street lighting and signing, and other improvements shall be financed by subdivider.
- 4- The Subdivision does not contain identified wetlands, flood plain, or other notable sensitive areas.
- 5- The subdivision's parcel number is 02-130-0008

NARRATIVE

The purpose of this survey was to create a building lot as shown and described hereon. The survey was ordered by Patrick Pehrson. The control used to establish the property corners was the existing Cache County and Millville City survey Monumentation around the Southeast Quarter of Section 15, Township 11 North, Range 1 East, Salt Lake Base & Meridian. The basis of bearing is the South line of said Section 15, which bears South 89°30'35" East, Utah Coordinate System 1983 North Zone.



BEAR RIVER HEALTH DEPARTMENT APPROVAL

Bear River Health has reviewed this plat and has determined that septic permits can be applied for on the subdivided Parcels.

Bear River Health Department _____ Date _____

CERTIFICATE OF REVIEW

Data on this plat reviewed this _____ day of _____, 20__, by the City Engineer of Millville, Utah

City Engineer

PLANNING AND ZONING APPROVAL

This plat approved by the City of Millville Planning and Zoning Commission this _____ day of _____, 20__

Attest:

Chairman

Secretary

CITY COUNCIL ACCEPTANCE AND APPROVAL

Approved by the City Council of the City of Millville, Utah, this _____ day of _____, 20__

Attest:

Mayor

City Recorder

UTILITY CLEARANCE

The Following Utility Company's Have Agreed to Provide Their Services Within the Right-of-Ways Shown Hereon.

Century Link _____ Date _____

Xfinity _____ Date _____

CERTIFICATE OF DEDICATION

Know all men by these presents that the undersigned, Rex A. Pehrson and Annette Pehrson, being the registered agent, owner, proprietor, or parties of interest in the land shown in this plat, do hereby certify:

That the foregoing plat designated as **Pehrson Subdivision**, is located in the Southeast Quarter of Section 15, Township 11 North, Range 1 East, Salt Lake Base and Meridian, Millville City, Cache County, Utah and is more particularly described as follows:

A Part of the Southeast Quarter of Section 15, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, Also a Part of Lot 4 of Block 28, Plat 'A' of the Millville Town Survey

Beginning at the Southwest Corner of said Lot 4 and RUNNING THENCE Along the Perimeter of said Lot 4 the Following Three (3) Courses: (1) North 01°04'59" East 259.54 Feet (North 264.00 Feet by Record) to the South Line of Park Meadows Subdivision, Entry Number 1177278; (2) South 88°30'21" East (East by Record) 165.00 Feet Along said South Subdivision Line; (3) South 01°04'59" West (South by Record) 136.67 Feet to the Northwesterly Embankment of the Providence Blacksmith Fork Canal; Thence Along said Embankment the Following Three (3) Courses: (1) South 25°36'46" West 51.63 Feet; (2) South 15°02'47" West 41.04 Feet; (3) South 11°47'07" West 36.16 Feet to the Intersection with the South Line of said Lot 4; Thence North 88°37'40" West (West by Record) 126.95 Feet Along said South Line to the Point of Beginning. Containing 0.918 Acres, and two lots, and that this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner(s) and proprietor(s), and that this is a correct plat of the area as it is divided into lots, blocks, streets and easements, and that the undersigned owner(s) of the land shown and described on this plat does (do) hereby dedicate to the City of Millville and its licensees for perpetual public use all streets, alleys, easements for the purposes designated and other lands within the boundary lines of the plat as indicated and not otherwise dedicated for public use.

Executed this _____ day of _____, 20__.

Rex A. Pehrson

Annette Pehrson

ACKNOWLEDGMENT

State of _____
County of _____

On this _____ day of _____, 20__, Rex A. Pehrson and Annette Pehrson, husband and wife as joint tenants, personally appeared before me, the undersigned Notary Public in and for said State and County, the signers of the attached Owners Dedication, whom duly acknowledged to me she signed it freely and voluntarily and for the purpose therein mentioned.

Notary Public Signature

Commission Number - Expires

Notary Public Commissioned in Utah
(Print Name)

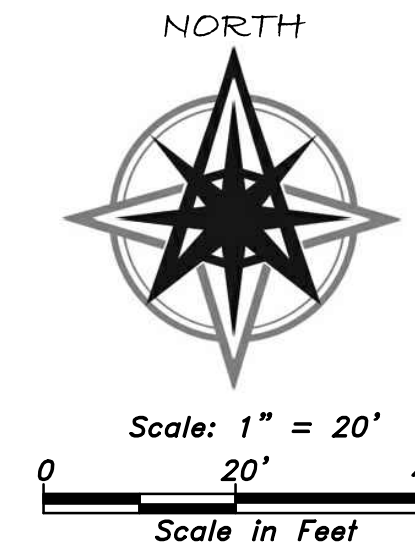
SURVEYOR'S CERTIFICATE

I, do hereby certify that I am a registered land surveyor licensed under the laws of the State of Utah, that this plat is a true, correct, and complete plat of **Pehrson Subdivision** as laid out, platted, dedicated, and shown hereon, that such plat was made from an accurate survey of said property by me and under my supervision and correctly shows the location and dimensions of the lots, easements, and streets of said subdivision as the same are staked upon the ground in compliance with the City of Millville regulations governing the subdivision of land to an accuracy of one part in ten thousand (10,000).

Date: 8/16/22

Clinton G. Hansen

No. 7881387



LEGEND

- Primary Boundary Line
- Lot Line
- Other property Line
- Existing Overhead Power
- Existing Asphalt Paving
- Public Utility Easement
- Municipal Utility Easement
- Fence Line
- Section Corner
- Found Survey Point
- Set 5/8" by 24" Rebar With Cap

COUNTY RECORDER'S NO.

State of Utah, County Cache, Recorded and Filed at the Request of

Date _____ Time _____ Fee _____

Abstracted _____

Index _____

Filed in: File of Plats

County Recorder

**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.

CITY OF MILLVILLE

Mayor, David Hair

Date

Attest:

Clerk

Date

Approved as to form and as compatible with State Law:

Legal Counsel

Date

**MILLVILLE CITY
RESOLUTION 2022-23**

**RESOLUTION ACCEPTING THE PARK EXTENSION PETITION FOR ANNEXATION
OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF SECTION 10-2-405,
UTAH CODE ANNOTATED, 1953, AS AMENDED.**

WHEREAS, on September 9, 2022, the owners of certain real property (petitioners) filed a petition with the City Recorder of Millville City, Cache County, State of Utah, requesting that such property be annexed to the corporate boundaries of Millville City; and

WHEREAS, said petition contains the signatures of the owners of private real property that is: 1) located within the area proposed for annexation; 2) covers a majority of the private land area within the area proposed for annexation; and 3) is equal in value to at least one-third of the value of all the private real property within the area proposed for annexation; and

WHEREAS, the petitioners certify that said property proposed for annexation lies contiguous to the present boundaries of Millville City and does not live within the boundaries of any other incorporated municipality; and

WHEREAS, the petitioners have caused an accurate plat of real property proposed for annexation to be prepared by a licensed surveyor and have filed said plat with the city recorder; and

WHEREAS, said petition appears to comply with all of the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Millville City, Cache County, State of Utah, that the annexation petition, attached hereto as Exhibit "A", is hereby accepted for consideration under the provisions of Utah State annexation law and is hereby referred to the municipal attorney and city recorder for review pursuant to Section 10-2-405, Utah State Code Annotated, 1953, as amended.

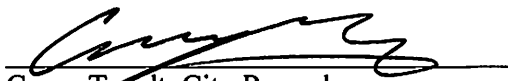
BE IT FURTHER RESOLVED that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the City Council this 27th day of October, 2022.

BY:

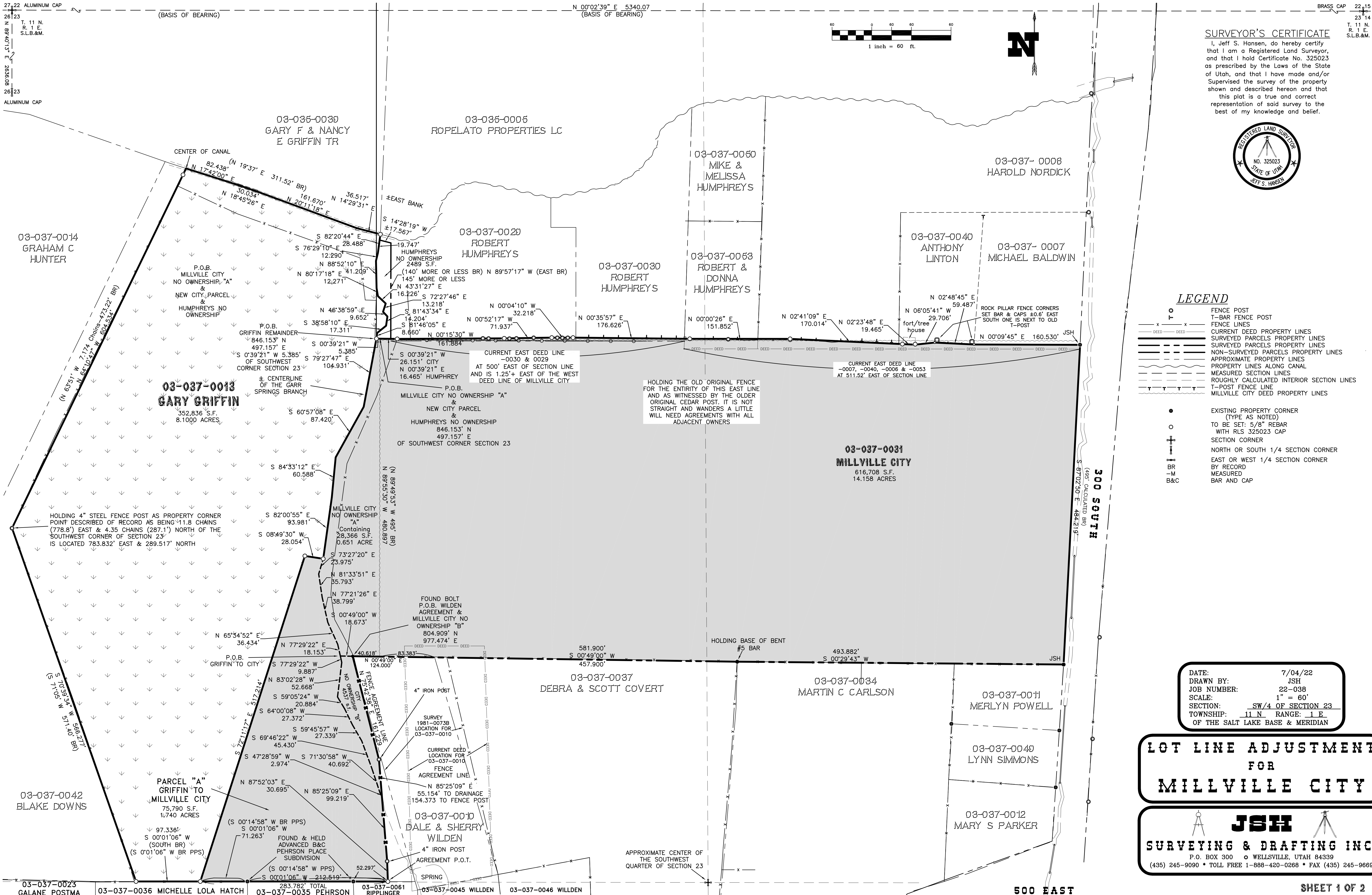

David Hair, Mayor

ATTEST:


Corey Twedt, City Recorder

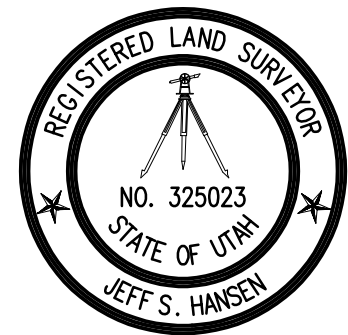


COUNCILMEMBER	YES	NO	ABSENT	ABSTAIN
Michael Callahan	X			
Pamela June	X			
Ryan Zollinger	X			
Clay G. Wilker	X			
Daniel Grange	X			



SURVEYOR'S CERTIFICATE

I, Jeff S. Hansen, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 325023 as prescribed by the Laws of the State of Utah, and that I have made and/or Supervised the survey of the property shown and described hereon and that this plat is a true and correct representation of said survey to the best of my knowledge and belief.



LEGEND

- FENCE POST
- T-BAR FENCE POST
- FENCE LINES
- CURRENT DEED PROPERTY LINES
- SURVEYED PARCELS PROPERTY LINES
- SURVEYED PARCELS PROPERTY LINES
- NON-SURVEYED PARCELS PROPERTY LINES
- APPROXIMATE PROPERTY LINES
- PROPERTY LINES ALONG CANAL
- MEASURED SECTION LINES
- ROUGHLY CALCULATED INTERIOR SECTION LINES
- T-POST FENCE LINE
- MILLVILLE CITY DEED PROPERTY LINES
- EXISTING PROPERTY CORNER (TYPE AS NOTED)
- TO BE SET: 5/8" REBAR WITH RLS 325023 CAP
- SECTION CORNER
- NORTH OR SOUTH 1/4 SECTION CORNER
- EAST OR WEST 1/4 SECTION CORNER
- BY RECORD
- MEASURED
- BAR AND CAP

DATE: 7/04/22
DRAWN BY: JSH
JOB NUMBER: 22-038
SCALE: 1" = 60'
SECTION: SW/4 OF SECTION 23
TOWNSHIP: 11 N RANGE: 1 E
OF THE SALT LAKE BASE & MERIDIAN

LOT LINE ADJUSTMENT FOR MILLVILLE CITY

JSH
SURVEYING & DRAFTING INC.
P.O. BOX 300 • WELLSVILLE, UTAH 84339
(435) 245-9090 • TOLL FREE 1-888-420-0268 • FAX (435) 245-9669

Griffin Remainder Legal Description

A parcel of Ground located in the Southwest Quarter of Section 23, Township 11 North, Range 1 East of the Salt Lake Base &and Meridian. Described as follows:

Commencing at the Aluminum Cap Monument found at the Southwest Corner of Section 23, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, from which the point Brass Cap Monument found at the Northwest Corner of said section bears North 0°02'39"East 5,340.07 feet and the Aluminum Cap Monument found at the South Quarter Corner of said section bears North 89°40'13" East 2,636.08 feet, and running Thence North 846.153 feet; Thence East 497.157 feet; Thence South 00°39'21" West 5.385 feet to a point in the center of the Garr Springs Branch and the point of beginning; and Thence following said centerline the following four courses, 1) South 79°27'47"East 104.931 feet; 2) Thence South 60°57'08"East 87.420 feet; 3) Thence South 84°33'12"East 60.588 feet; 4) Thence South 82°00'55"East 93.981 feet; Thence leaving said drainage South 08°49'30"West 28.054 feet; Thence South 72°11'17"East 517.214 feet to a point located South 00°01'06"West (South 0°14'58"West by record) 71.26 feet of the Southwest corner of the Pehrson Place Subdivision; Thence South 00°01'0"West (South by record & South 0°14'58"West by record of the Pehrson Place Subdivision) 97.336 feet; Thence South 70°39'34"West 566.277 feet (South 71°05' West 571.4 feet by record) to a 4 inch steel fence post at a point described of record as being 11.8 Chains North of the Southwest Corner of Section 23; Thence North 64°10'47"West 604.534 feet (North 63°51' West 7.174 Chains–473.22 feet by record) to the centerline of the Millville canal; Thence Northeasterly along said canal center the following four courses, (North 19°37' East 4.72 Chains–311.52 feet by record) 1) North 17°42'00"East 82.438 feet; 2) Thence North 18°45'2"East 30.034 feet; 3) Thence North 20°11'18"East 161.670 feet; 4) Thence North 14°29'31"East 36.517 feet to the center of the Garr Springs Branch; Thence up the Garr Springs Branch the following ten courses, 1) South 82°20'44"East 28.488 feet; 2) Thence South 76°29'10"East 12.290 feet; 3) Thence North 88°52'10"East 41.209 feet; 4) Thence North 80°17'18"East 12.271 feet; 5) Thence North 43°31'27"East 16.226 feet; 6) Thence South 72°27'46"East 13.218 feet; 7) Thence North 46°38'59"East 9.652 feet; 8) Thence South 81°43'34"East 14.204 feet; 9) Thence South 38°58'10"East 17.311 feet; 10) Thence South 81°46'05"East 8.660 feet to the point of beginning. Containing 352,836 Square Feet or 8.100 Acres.

Parcel "A" Griffin to Millville City Legal Description

A parcel of Ground located in the Southwest Quarter of Section 23, Township 11 North, Range 1 East of the Salt Lake Base &and Meridian. Described as follows:

Commencing at the Aluminum Cap Monument found at the Southwest Corner of Section 23, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, from which the point Brass Cap Monument found at the Northwest Corner of said section bears North 0°02'39"East 5,340.07 feet and the Aluminum Cap Monument found at the South Quarter Corner of said section bears North 89°40'13" East 2,636.08 feet, and running Thence North 804.909 feet; Thence East 977.474 feet to a found Bolt at a fence corner; Thence South 00°49'00"West 18.673 feet to a point in the center of the Garr Spring Branch and is the point of beginning; and running Thence Northeasterly along said centerline the following eight courses, 1) North 77°29'22"East 9.887 feet; 2) Thence South 83°02'28"East 52.668 feet; 3) Thence North 59°05'24"East 20.884 feet; 4) Thence North 64°00'08"East 27.372 feet; 5) Thence North 59°45'57"East 27.339 feet; 6) Thence North 69°46'22"East 45.430 feet; 7) Thence North 71°30'58"East 40.692 feet; 8) Thence North 47°28'59"East 2.974 feet to fence; Thence following said fence the following two courses, 1) North 85°25'09"East 99.219 feet; 2) Thence North 87°52'03"East 30.695 feet to a point on the West line of Lot 1 of the Pehrson Place Subdivision–52.297 feet Northerly of the Southwest corner of said Lot 1; Thence South 00°01'06"West (South 00°14'58"West by record of said subdivision) 283.782 feet; Thence North 72°11'17"West 517.214 feet; Thence North 08°49'30"East 28.054 feet to the center of the Garr Spring Branch; Thence Easterly along said centerline the following five courses, 1) South 73°27'20"East 23.975 feet; 2) Thence North 81°33'51"East 35.793 feet; 3) Thence North 77°21'26"East 38.799 feet; 4) Thence North 65°34'52"East 36.434 feet; 5) Thence North 77°29'22"East 18.153 feet to the point of beginning. Containing 75,790 Square Feet or 1.740 Acres.

Millville City No Ownership "A" Legal Description

A parcel of Ground located in the Southwest Quarter of Section 23, Township 11 North, Range 1 East of the Salt Lake Base &and Meridian. Described as follows:

Commencing at the Aluminum Cap Monument found at the Southwest Corner of Section 23, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, from which the point Brass Cap Monument found at the Northwest Corner of said section bears North 0°02'39"East 5,340.07 feet and the Aluminum Cap Monument found at the South Quarter Corner of said section bears North 89°40'13"East 2,636.08 feet, and running Thence North 846.153 feet; Thence East 497.157 feet to a point on a line described of record as being located South 7.54 Chains (497.64 feet) of the Center of the Southwest Quarter of said Section 23 and the point of beginning; running Thence South 00°39'21"West 5.385 feet to the center of the Garr Spring Branch; Thence Easterly along the center of the Garr Spring Branch the following 9 courses, 1) South 79°27'47"East 104.931 feet; 2) Thence South 60°57'08"East 87.420 feet; 3) Thence South 84°33'12"East 60.588 feet; 4) Thence South 82°00'55" East 93.981 feet; 5) Thence South 73°27'20"East 23.975 feet; 6) Thence North 81°33'51"East 35.793 feet; 7) Thence North 77°21'26"East 38.799 feet; 8) Thence North 65°34'52"East 36.434 feet; 9) Thence North 77°29'22"East 18.153 feet; Thence North 00°49'00"East 18.673 feet to a found bolt at fence corner; Thence continuing North 00°49'00"East 40.618 feet to the South line of the Millville City Parcel, being a line described of record as being located South 7.54 Chains (497.64 feet) of the Center of the Southwest Quarter of said Section 23; Thence North 89°55'30"West (North 89°49'53"west by record) 480.897 feet to the point of beginning. Containing 28,366 Square Feet or 0.651 Acres.

Humphreys No Ownership Legal Description

A parcel of Ground located in the Southwest Quarter of Section 23, Township 11 North, Range 1 East of the Salt Lake Base &and Meridian. Described as follows:

Commencing at the Aluminum Cap Monument found at the Southwest Corner of Section 23, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, from which the point Brass Cap Monument found at the Northwest Corner of said section bears North 0°02'39"East 5,340.07 feet and the Aluminum Cap Monument found at the South Quarter Corner of said section bears North 89°40'13"East 2,636.08 feet, and running Thence North 846.153 feet; Thence East 497.157 feet to the Southwest Corner of the Millville City parcel 03–037–0031 and is the point of beginning, a point described of record as being located South 7.54 Chains and West 820 feet of the Center of the Southwest Quarter of said Section 23; and running and running Thence North 00°39'21"East 16.465 feet to the Southeast Corner of the Robert Humphreys parcel 03–037–0029 and a point described of record as being located South 230 feet and East 500 feet and South 242 feet from the West Quarter Corner of the Southwest Quarter of Section 23; And running Thence North 89°57'17"West (West by record) along the South line of said parcel 145 feet (140 feet by record) more or less to the East bank of the Millville Canal; Thence South 14°28'19"West 17.567 feet to the center of the Garr Springs Branch; Thence Easterly along said centerline the following ten courses, 1) South 82°20'44"East 19.747 feet; 2) Thence South 76°29'10"East 12.290 feet; 3) Thence North 88°52'10"East 41.209 feet; 4) Thence North 80°17'18"East 12.271 feet; 5) Thence North 43°31'27"East 16.226 feet; 6) Thence South 72°27'46"East 13.218 feet; 7) Thence North 46°38'59"East 9.652 feet; 8) Thence South 81°43'34"East 14.204 feet; 9) Thence South 38°58'10"East 17.311 feet; 10) Thence South 81°46'05"East 8.660 feet; Thence North 00°39'21"East 21.85 feet; to the point of beginning. Containing 2489 Square Feet or 0.057 Acre.

Millville City No Ownership Legal Description

A parcel of Ground located in the Southwest Quarter of Section 23, Township 11 North, Range 1 East of the Salt Lake Base &and Meridian. Described as follows:

Commencing at the Aluminum Cap Monument found at the Southwest Corner of Section 23, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, from which the point Brass Cap Monument found at the Northwest Corner of said section bears North 0°02'39"East 5,340.07 feet and the Aluminum Cap Monument found at the South Quarter Corner of said section bears North 89°40'13"East 2,636.08 feet, and running Thence North 804.909 feet; Thence East 977.474 feet to a found bolt (Moser pin) found at fence corner and is the point of beginning, said bolt being noted as the Southwest corner of the Wilden parcel 03–037–0010 on record of survey 1981–0073b and is a proposed agreement property corner; and running Thence Northeasterly along an existing fence and proposed agreement property line the following two courses, 1) North 75°42'38"East 161.229 feet to a 3 inch steel fence post; 2) Thence North 85°25'09"East 55.154 feet to the center of the Garr Springs Branch; Thence Southwesterly along the center of the Garr Spring Branch the following eight courses, 1) South 47°28'59"West 2.974 feet; 2) Thence South 71°30'58"West 40.692 feet; 3) Thence South 69°46'22" West 45.430 feet; 4) Thence South 59°45'57"West 27.339 feet; 5) Thence South 64°00'08"West 27.372 feet; 6) Thence South 59°05'24"West 20.884 feet; 7) Thence North 83°02'28"West 52.668 feet; 8) Thence South 77°29'22" West 9.887 feet; Thence North 00°49'00"East 18.673 feet to the point of beginning. Containing 4537 Square Feet or 0.104 Acres.

Fence Agreement Legal Description

An existing fence line located in the Southwest Quarter of Section 23, Township 11 North, Range 1 East of the Salt Lake Base &and Meridian. Described as follows:

Commencing at the Aluminum Cap Monument found at the Southwest Corner of Section 23, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, from which the point Brass Cap Monument found at the Northwest Corner of said section bears North 0°02'39"East 5,340.07 feet and the Aluminum Cap Monument found at the South Quarter Corner of said section bears North 89°40'13" East 2,636.08 feet, and running Thence North 804.909 feet; Thence East 977.474 feet to a found bolt (Moser pin) found at fence corner and is the point of beginning, said bolt being noted as the Southwest corner of the Wilden parcel 03–037–0010 on record of survey 1981–0073b and is a proposed agreement property corner; and running Thence Northeasterly along an existing fence and proposed agreement property line the following four courses, 1) North 75°42'38"East 161.229 feet to a 4 inch steel fence post; 2) Thence North 85°25'09"East 55.154 feet to the center of the Garr Springs Branch; 3) Thence continuing North 85°25'09"East 99.219 feet to a 4 inch steel fence post; 4) Thence North 87°52'03"East 30.695 feet to the West line of Lot 1 of the Pehrson Place Subdivision, 30.70 feet Northerly of the Southwest corner of said Lot 1 and is the point of termination.

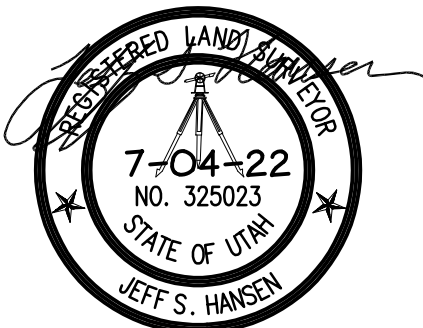
Overall Millville City Legal Description

A parcel of Ground located in the Southwest Quarter of Section 23, Township 11 North, Range 1 East of the Salt Lake Base &and Meridian. Described as follows:

Commencing at the Aluminum Cap Monument found at the Southwest Corner of Section 23, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, from which the point Brass Cap Monument found at the Northwest Corner of said section bears North 0°02'39"East 5,340.07 feet and the Aluminum Cap Monument found at the South Quarter Corner of said section bears North 89°40'13"East 2,636.08 feet, and running Thence North 846.153 feet; Thence East 497.157 feet to the Southwest Corner of the Millville City parcel 03–037–0031 and is the point of beginning, a point described of record as being located South 7.54 Chains and West 820 feet of the Center of the Southwest Quarter of said Section 23; and running Northerly along the remnants of an old and original fence line the following eleven courses, 1) Thence North 00°39'21" East 26.151 feet; 2) Thence North 00°15'30"West 161.884 feet; 3) Thence North 00°52'17"West 71.937 feet; 4) Thence North 00°04'10"West 32.218 feet; 5) Thence North 00°35'57"East 176.626 feet; 6) Thence North 00°00'26"East 151.852 feet; 7) Thence North 02°41'09"East 170.014 feet; 8) Thence North 02°23'48"East 19.465 feet; 9) Thence North 06°05'41"West 29.706 feet; 10) Thence North 02°48'45"East 59.487 feet; 11) Thence North 00°09'45" East 160.530 feet to JSH bar and cap next to an old cedar fence post on the South line of 300 South Street; Thence South 87°02'50"East 484.219 feet (East 495 feet by calculation of record) along the South line of said street to JSH bar and cap set at and old fence post; Thence South 00°29'43" West 493.882 feet to found #5 bar at fence corner; Thence South 00°49'00"West 581.900 feet to a bolt (Moser pin) at fence corner; Thence Easterly along an old fence and proposed agreement property line the following three courses, 1) North 75°42'38" East 161.229 feet to a 4 inch steel fence post; 2) Thence North 85°25'09"East 154.373 feet to a 4"steel fence post; 3) Thence North 87°52'03"East 30.695 feet to a point on the West line of Lot 1 of the Pehrson Place Subdivision 52.297 feet Northerly of the Southwest corner of said Lot 1; Thence South 00°01'06"West (South 00°14'58"West by record of said subdivision) 283.782 feet; Thence North 72°11'17"West 517.214 feet; Thence North 08°49'30"East 28.054 feet to the center of the Garr Spring Branch; Thence Westerly along said Garr Spring Branch Center the following four courses, 1) North 82°00'55"West 93.981 feet; 2) Thence North 84°33'12"West 60.588 feet; 3) Thence North 60°57'08"West 87.420 feet; 4) Thence North 79°27'47"West 104.931 feet; Thence North 00°39'21"East 5.385 feet to the point of beginning. Containing 616708 Square Feet or 14.158 Acres.

SURVEYOR'S CERTIFICATE

I, Jeff S. Hansen, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 325023 as prescribed by the Laws of the State of Utah, and that I have made and/or Supervised the survey of the property shown and described hereon and that this plot is a true and correct representation of said survey to the best of my knowledge and belief.



NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO PERFORM A LOT LINE ADJUSTMENT BETWEEN MILLVILLE CITY AND GARY GRIFFIN. THE SURVEY WAS ORDERED BY CHAD CHAD KENDRICK FOR MILLVILLE CITY. THE PROPERTY LINES WERE ADJUSTED PER AGREEMENT BETWEEN THE CITY AND GARY GRIFFIN. THE CONTROL USED THE TO ESTABLISH THE PROPERTY LINES WAS THE EXISTING PROPERTY CORNER mONUMENTATION AND FENCE LINES FOUND IN THE AREA. THERE IS A SIGNIFICANT ISSUE CONCERNING THE WEST PROPERTY LINE OF THE CITY PROPERTY. SOME OF THE DEED PROPERTY LINES OVERLAP AND THE HISTORICAL OLD FENCE LINE THAT I AM HOLDING AS THE WEST PROPERTY LINE IS NOT IN THE CORRECT LOCATION. THIS FENCE HAS BEEN IN PLACE FOR A VERY LONG TIME AND IN MY OPINION MUST ME HONORED AS THE PROPERTY LINE. THE ORIGINAL FENCE APPEARS TO HAVE BEEN A CEDAR POST AND WIRE FENCE THAT OVER THE YEARS HAS BEEN ADDED ONTO WITH A MORE MODERN T–POST AND WIRE FENCE THAT WANDERS SIGNIFICANTLY AROUND THE OLDER TREES THAT APPEAR TO HAVE BEEN PLANTED ON OR NEAR THE PROPERTY LINE. THERE HAS ALSO BEEN SOME STRUCTURES BUILT IN MORE RECENT YEARS THAT ENCROACH EAST OF THAT ORIGINAL FENCE. I AM SUGGESTING THAT MILLVILLE CITY OBTAIN BOUNDARY LINE AGREEMENTS WITH THE ADJOINING NEIGHBORS TO THE MEANDERING LINE THAT I AM SHOWING ON THIS PLAT AND HAVE STAKE IN THE FIELD AS PER THIS SURVEY. NONE OF THE PPROPERTY CORNERS THAT I AM SETTING FOR THIS SURVEY ALONG THE WEST LINE HAVE ANYTHING TO DO WITH THE ADJOINING PROPERTY OWNERS NORTH–SOUTH PROPERTY LINES AS THEY DON'T MATCH DEED LOCATIONS VERY WELL AND THOSE OWNERS WILL NEED TO HAVE THEIR PROPERTIES SURVEYED AT A FUTURE DATE AND WILL MORE THAN LIKELY NEED TO OBTAIN BOUNDARY LINE AGREEMENTS WITH THE ADJOINING NEIGHBORS IN ORDER TO CLEAR UP THOSE ISSUES. THE MEANDERING LINE THAT I AM STAKING IS A BEST FIT TO THE OLDER NORTH–SOUTH FENCE FENCE WITH ADJUSTMENTS MADE TO ACCOMODATE THE MORE RECENT STRUCTURES BUILT. THERE ARE A TWO AREAS ALONG THE NORTH SIDE OF THE GARR SPRINGS DRAINAGE CHANNEL THAT ARE NOT CURRENTLY COVERED UNDER ANY CURRENT DEEDS. I HAVE PREPARED LEGAL DESCRIPTIONS FOR THESE PARCELS TO AID IN CLEARING UP THESE ISSUES AS WELL AND ARE AS NOTED AND ILLUSTRATED HEREON. I AM SUGGESTING THAT MILLVILLE CITY OBTAIN A BOUNDARY LINE AGREEMENT WITH THE WILDENS, PARCEL –0010 TO A LONG STANDING FENCE LINE THAT IS MOSTLY NORTH OF THIS DRAINAGE BUT CROSSES OVER THE DRAINAGE ABOUT 131 FEET WEST OF THE EAST LINE OF THE GRIFFIN PROPERTY. I AM HOLDING THE LINE ESTABLISHED BY ADVANCED LAND SURVEYING FOR THE PEHRSON PLACE SUBDIVISION FOR THE GRIFFIN EAST LINE.

DATE: 7/04/22
DRAWN BY: JSH
JOB NUMBER: 22–038
SCALE: 1" = 60'
SECTION: SW/4 OF SECTION 23
TOWNSHIP: 11 N. RANGE: 1 E.
OF THE SALT LAKE BASE & MERIDIAN

LOT LINE ADJUSTMENT
FOR
MILLVILLE CITY

JSH
SURVEYING & DRAFTING INC.
P.O. BOX 300 o WELLSVILLE, UTAH 84339
(435) 245–9090 • TOLL FREE 1–888–420–0268 • FAX (435) 245–9669



AGENDA REPORT: GRAVEL PIT REQUEST - CELCO October 27, 2022

Background

Hal Christensen, the developer that was working on the Celco property, has submitted a request to operate a gravel pit on the Celco property in Millville and in Providence on the southeast sides of each city.

The minimum volume of material that would be expected to be removed from this property is one million cubic yards that would be crushed on site near the Millville/Providence border. The material would be hauled through Millville by 10-wheel dump trucks with trailers and 10-wheel transport trucks. This operation would result in significant noise, dust, traffic issues and damage to Millville City roads. The developer agrees that these negative effects would all result from this type of gravel pit operation in Millville City.

The requested route for these trucks is down Millville's very narrow 550 East and 300 South. Any traffic attempting to exit Millville on 300 South has to go north a block on either Main street or 100 West to get to 200 South which leads to the Maverik in Nibley. This jog back into Millville would result in additional traffic on narrow residential roads, all at the time when heavy road construction for the sewer project will be taking place.

The Highway intersection at the Maverik in Nibley does not have a light, so it is very difficult for any traffic to head south at this intersection. As a result of the stoplight near the Highschool being the only safe way to turn left on to the highway from Millville, we are seeing addition traffic and damage to the school roundabout by heavy equipment.

The proposed gravel pit is planned to span a five-year time frame.

The developer has stated that the removal of this material is needed to create a cost-effective building area for a future development on this property. It should be noted that the development process has been stopped by the developer and we have no timeline for when it might start back up again or who will do the development as the old development contract has been cancelled. No development is currently approved on this property.

As far as State requirements go, there are permits that would be needed from MSHA (Mine Safety and Health Administration) for a new gravel pit. There may be other permits needed as well that we are unfamiliar with. There are also concerns that have been discussed many times in Millville of how heavy earth work on these hills will affect storm water and mud flow and potential landslides on the Millville residents to the west.

As confirmed by the City attorney, as this area is zoned as Residential, and Millville's code does not include a conditional use permit for a gravel pit, this type of operation could not be permitted on this property without a zone change.

This is just a summary of the email request and position from Hal Christensen. Please review the attached email conversation and then discuss as a Council how you want to proceed.



Corey Twedt <ctwedt@gmail.com>

Millville-Providence Development-Construction Traffic Restrictions

Hal Christensen <ehchristensen@terrexengcon.com>

Mon, Oct 10, 2022 at 1:01 PM

To: Corey Twedt <ctwedt@gmail.com>

Cc: "Justin Broshear (jsbroshear@copconstruction.com)" <jsbroshear@copconstruction.com>

Corey,

Does Millville City have restrictions on local street traffic as might be generated by construction dump trucks with trailers. I am looking at the possibility of using 300 South as a haul road for road-base material from a temporary gravel pit operation on the CELCO property. The temporary gravel pit will facilitate and reduce the cost of excessive earthwork for a proposed residential subdivision on the property.

Thank you in advance for a replay at you earliest convenience.

Hal

E. Hal Christensen, SE, PE

President & Corporate Engineering Manager



TERREX

Engineering & Construction, LLC

Cell: (801) 458-9647

Email: ehchristensen@terrexengcon.com

Street: 272 East 3000 North, North Ogden, UT 84414

Mail: P.O. Box 13059, Ogden, UT 884412



Corey Twedt <ctwedt@gmail.com>

Millville-Providence Development-Construction Traffic Restrictions

Corey Twedt <ctwedt@gmail.com>

Thu, Oct 13, 2022 at 9:59 AM

To: Hal Christensen <ehchristensen@terrexengcon.com>

Cc: "Justin Broshear (jsbroshear@copconstruction.com)" <jsbroshear@copconstruction.com>, Chad Kendrick <ckendrick642@gmail.com>

Hi Hal,

Yes, there are a lot of restrictions for a gravel pit and permits that would be needed. We would need to understand exactly what you are looking to do and on what portion of the property (in what City it resides) to have a bigger conversation about this.

I would also need to involve the Council in this discussion.

Thanks

[Quoted text hidden]

--

Corey Twedt

City Recorder

office: 435.750.0924

mobile: 435.881.2669

web: millvillecity.org





Corey Twedt <ctwedt@gmail.com>

Millville-Providence Development-Construction Traffic Restrictions

Hal Christensen <ehchristensen@terrexengcon.com>

Thu, Oct 13, 2022 at 11:24 AM

To: Corey Twedt <ctwedt@gmail.com>

Cc: "Denise Samples<denisamples@gmail.com>" <denisamples@gmail.com>, "Justin Broshear (jsbroshear@copconstruction.com)" <jsbroshear@copconstruction.com>

Corey,

Thanks for the feedback.

There's a lot of that has changed since we last talked about moving forward with the Preliminary Plan for the Providence Highlands development. Some of which I mentioned in previous emails.

The investor that was expected to finance the development pulled out of the deal due to the downturn in the residential real estate market and the costs associated with earthwork to grade both streets and building lots in accordance to the Conceptual Plan and Millville City ordinances. Consequently, Terrex was unable to negotiate an extension to the purchase contract with Jeremy Jensen to allow time to address the investor's concerns. As we speak, the contract was cancelled.

As you're aware, Terrex has invested a significant amount of time and money to secure all approvals from Millville and Providence cities to move forward with the eventual construction of the proposed development. To get to the point of the matter, Terrex would like to identify any and all administrative requirements and costs to install and operate a gravel pit operation on the development property. We are talking with a few contractors in the Cache Valley area to setup and operate the gravel pit at no direct costs to Terrex in exchange for completing all rough grading earthwork for the proposed development.

The crusher and material handling equipment including temporary stockpiles of processed materials will be initially located somewhere at the Millville-Providence boundary line within the development property.

The processed material will be hauled from the gravel pit site using a combination of 10 wheeled dump trucks pulling 16 yrd³ trailers (pups) and 10 wheeled transport trucks pulling 16 yrd³ to 30 yrd³ belly dumps and/or side dumps. The volume of material that will be crushed and hauled from the development property will depend on any and all restrictions imposed by both Millville and Providence cities for heavy construction truck traffic on 300 South (Millville) and 1000 South (Providence). Nearly 100% of the material to be crushed and removed from the development property is located in Millville.

At a minimum, the volume of processed material is expected to be in-and-around the 1.0 million yrd³ range as roughly determined from a grading plan that was generated from the Conceptual Plan that was further approved by the Millville Planning Commission in August.

As is obviously the case, the proposed gravel pit operation will result in noise, dust, additional traffic congestion, and potential damage to the haul roads/streets as mentioned above. Terrex will commit to implementing measures to mitigate

the stated gravel pit operational issues. Water trucks will effectively eliminate excessive dust due to process equipment and transport truck operations. Terrex will provide performance bonding to cover the potential cost to repair damage to 300 South. The gravel pit operation will generate noise that will have to be tolerated by residences within the immediate location of the pit location.

As you know, the development has been divided into four phases with the initial plan to sellout one phase per year. That may or may not be practical given the current and projected downturn in the Cache Valley residential real estate market. Market projections will be researched and factored into any changes to the initial lot sales absorption estimate. However, the proposed gravel pit operational period will not exceed five years.

Thanks again for your response to my earlier email. I look forward to getting concerns, thoughts, recommendations,
.....

Hal

E. Hal Christensen, SE, PE
President & Corporate Engineering Manager



TERREX
Engineering & Construction, LLC

Cell: (801) 458-9647
Email: ehchristensen@terrexengcon.com
Street: 272 East 3000 North, North Ogden, UT 84414
Mail: P.O. Box 13059, Ogden, UT 84412

From: Corey Twedt <ctwedt@gmail.com>
Sent: Thursday, October 13, 2022 9:59 AM
To: Hal Christensen <ehchristensen@terrexengcon.com>
Cc: Justin Broshear (jsbroshear@copconstruction.com) <jsbroshear@copconstruction.com>; Chad Kendrick <ckendrick642@gmail.com>
Subject: Re: Millville-Providence Development-Construction Traffic Restrictions

Hi Hal,

Yes, there are a lot of restrictions for a gravel pit and permits that would be needed. We would need to understand exactly what you are looking to do and on what portion of the property (in what City it resides) to have a bigger conversation about this.

I would also need to involve the Council in this discussion.

Thanks

On Mon, Oct 10, 2022 at 1:01 PM Hal Christensen <ehchristensen@terrexengcon.com> wrote:

Corey,

Does Millville City have restrictions on local street traffic as might be generated by construction dump trucks with trailers. I am looking at the possibility of using 300 South as a haul road for road-base material from a temporary gravel pit operation on the CELCO property. The temporary gravel pit will facilitate and reduce the cost of excessive earthwork for a proposed residential subdivision on the property.

Thank you in advance for a replay at you earliest convenience.

Hal

E. Hal Christensen, SE, PE
President & Corporate Engineering Manager



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Engineering & Construction, LLC

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Mail: P.O. Box 13059, Ogden, UT 884412

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Corey Twedt

City Recorder

office: 435.750.0924

mobile: 435.881.2669

web: millvillecity.org

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Corey Twedt <ctwedt@gmail.com>

Millville-Providence Development-Construction Traffic Restrictions

Corey Twedt <ctwedt@gmail.com>

Wed, Oct 19, 2022 at 9:30 AM

To: Hal Christensen <ehchristensen@terrexengcon.com>

Cc: "Denise Samples<denisemsamples@gmail.com>" <denisemsamples@gmail.com>

Hal,

I'm still looking into this and gathering information. My initial response is that this area is zoned as residential and a gravel pit is not a permitted activity in this type of zone. In addition to that, a MSHA (Mine Safety and Health Administration) permit would be required if it was permitted.

Again, I am doing more research, but I don't think Millville would allow this to happen in that area.

[Quoted text hidden]

[Quoted text hidden]





Corey Twedt <ctwedt@gmail.com>

Millville-Providence Development-Construction Traffic Restrictions

Hal Christensen <ehchristensen@terrexengcon.com>

Wed, Oct 19, 2022 at 11:42 AM

To: Corey Twedt <ctwedt@gmail.com>

Cc: "Denise Samples<denisemsamples@gmail.com>" <denisemsamples@gmail.com>

Corey,

Thanks for the update. I appreciate it.

The proposed gravel pit should be considered, or judged, to be a component of the overall construction of the proposed residential development. The objective of the gravel pit is to remove excess material within the development property to better construct subdivision streets, mitigate and better control stormwater runoff flows, and to allow for building lot grading in accordance with Millville City ordinances. In other words, the removal of the stated excess material is the same as rough earthwork operations to optimize street and building lot construction over the development property. This type of site work is typical with the construction of civil-site improvements for every residential commercial subdivision. The difference with the Millville part of the development property is the volume of cut material far exceeds the volume of fill material necessitating that the excess material be removed from the proposed subdivision site or development property.

Additionally, the property cannot be developed within reasonable profit margins without the needed removal of the above stated excessive cut (site) material; especially with the current and projected downturn in the residential real estate market.

My general contractor design-build partner, or an approved subcontractor, will sell the excess site material as processed (crushed and screened) road-base or other rock products for the construction of both on-site and off-site municipal streets in addition to state highways, commercial parking lots.....etc. All revenues that might be generated from the sale of processed material will be used to offset the substantial costs of the required rough grading of the development property.

The use of the word "gravel pit" is somewhat misleading or confusing. As is obviously the case, a gravel pit site includes rock crushing and screening equipment which generates noise and dust. Rock crushing and screening equipment can be located off-site at another location and a reasonable distance from existing subdivision homes. However the excessive site material will have to be loaded and transported from the development property using large construction equipment and material transport trailers as pulled by large truck-tractors.

The construction activity to remove excess site material is expected to last four to five years which is the projected period of time to fully complete all phases of the proposed residential development on both the parts of the development property located within Providence and Millville. Any operation of a gravel pit or excessive earthwork activity should not be considered a long-term or, by no means, a permanent operation.

Terrex and COP Construction (development design-build team), recognizes the significant likelihood, or probability of damage to 300 South that might be caused by the proposed use of 300 South as a haul-road to transport excess site material from the development property. Terrex and COP will contract with Millville City to maintain 300 South over the duration of the haul road operation including the deposit of a performance or cash bond in an escrow account of Millville

City's choosing. All other significant issues with the use of 300 South such as dust control, speed limits, flagging, private property damage etc. can be included in a negotiated construction agreement between both parties.

A couple of issues/things need to be noted: 1) a gravel pit operation was authorized and used by the current property owner to rough grade the current Phase 3 Providence Highlands subdivision with the excess material used as road-base for the new Ridgeline High School for street and parking lot construction; and 2) a cursory read of the MSHA permit regulations seems to indicate that the law is geared to regulate coal and mineral mining operations and has not much to do with open gravel pits. That said, State of Utah construction safety regulations will be implemented and enforced for all site-civil construction work.

As you know, I need to move forward with all city approvals to be in a position to get investment money for the development and to close on the property as soon as reasonably possible. The biggest issue is the approval of either the onsite or offsite gravel pit. I am optimistic that Millville City will work with me to eventually get the development constructed including a substantial park for Millville residents to enjoy for a long time.

I am not sure how to best move forward with the approval of the gravel pit or removal of excess site material. Keep me posted, as always, and let me know if I need to attend a City Council meeting or with Lance.

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AGENDA REPORT: BUDGET REVIEW

October 27, 2022

Background

Every quarter, the City Council reviews the fiscal-year-to-date budget for an update on revenue and expenses so far in the year.

The budget review at this meeting will include the FY23 budget through the first quarter (July 2022 – September 2022).

Included Documents

- FY23 Budget with progress and percentage of total through Q1.

MILLVILLE CITY BUDGET - REVENUE		ORIGINAL	REVIEW	
Account Description		FY23 Budget	FY23 Q1	% of Total
GENERAL	Property Tax	\$151,000	\$865	1%
	Sales Tax	\$350,000	\$100,586	29%
	Motor Tax	\$900	\$0	0%
	In Lieu Fees	\$8,000	\$3,560	45%
	Comcast Franchise	\$9,200	\$2,579	28%
	Energy Sales and Use Tax	\$160,000	\$40,011	25%
	Animal Licenses	\$4,300	\$90	2%
	Ambulance / EMS	\$44,000	\$10,916	25%
	Fines / Court	\$3,500	\$713	20%
	Business Licenses	\$2,600	\$25	1%
	Sanitation	\$215,000	\$54,785	25%
	9-1-1 Service	\$27,000	\$6,282	23%
	Class "C" Roads	\$120,000	\$45,466	38%
	Appro. Fund Bal. Class "C" Rd	\$0	\$0	100%
	Appropriated Fund Balance	\$0	\$0	100%
	Park Impact Fee	\$37,300	\$8,590	23%
	Park Impact Appropriated FB	\$37,300	\$0	0%
	Road Impact Fee	\$12,300	\$5,280	43%
	Road Impact Appropriated FB	\$0	\$0	100%
	Restaurant/RAPZ Tax Awarded	\$65,600	\$0	0%
	Youth Council	\$1,500	\$0	0%
	Park Rentals	\$3,500	\$3,500	100%
	Building Permits	\$7,400	\$3,365	45%
	Development Review Fees	\$1,500	\$3,450	230%
	Reimbursed Fees; Eng. & Dev.	\$2,000	\$167	8%
	Interest	\$4,100	\$7,309	178%
	COVID Grants (CARES or ARPA)	\$127,200	\$127,227	100%
	COG Grant (reimbursment)	\$0	\$0	100%
	Donations	\$0	\$2,900	100%
	Misc. Revenue	\$400	\$412	103%
	Mass Transit Sales Tax/CVTD	\$32,000	\$0	0%
	TOTAL GENERAL	\$1,427,600	\$428,078	30%

STORM WATER	Charges for Stormwater	\$33,000	\$8,098	25%
	Stormwater Construction Fees	\$1,600	\$550	34%
	Interest	\$200	\$345	173%
	Transfer from General Fund	\$0	\$0	100%
	Appropriated Fund Balance	\$0	\$0	100%
	TOTAL STORMWATER	\$34,800	\$8,993	26%

MILLVILLE CITY BUDGET - REVENUE		ORIGINAL	REVIEW	
Account Description		FY23 Budget	FY23 Q1	% of Total

CPT PROJ.	Interest	\$2,000	\$4,563	228%
	Appropriated Fund Balance	\$0	\$0	100%
	Transfer from General Fund	\$153,400	\$0	0%
	TOTAL CAPITAL PROJECT	\$155,400	\$4,563	3%

WATER & SEWER	Charges for Water Service ...	\$490,000	\$148,394	30%
	Miscellaneous Income	\$2,000	\$0	0%
	Interest	\$4,500	\$6,750	150%
	Water Impact Fee	\$21,300	\$12,200	57%
	Water Connection Fees	\$1,500	\$650	43%
	Residential Sewer Fees	\$42,000	\$8,312	20%
	Charges for Sewer Service	\$12,000	\$5,650	47%
	Sewer Connection Fees	\$0	\$13,500	Fix
	Grant Proceeds (Water)	\$0	\$0	100%
	Grant Proceeds (Sewer)	\$0	\$0	100%
	Debt Proceeds (Water)	\$0	\$0	100%
	Debt Proceeds (Sewer)	\$0	\$0	100%
	Transfer from General Fund	\$127,200	\$127,200	100%
	Transfer from Capital Project Fund	\$0	\$0	100%
	Appropriated Fund Balance	\$14,557,000	\$0	0%
	TOTAL WATER AND SEWER	\$15,257,500	\$322,656	2%

TOTAL	\$16,875,300	\$764,290	5%
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MILLVILLE CITY BUDGET - EXPENSES		ORIGINAL	REVIEW	
Account Description		FY23 Budget	FY23 Q1	% of Total
GENERAL	General Government	\$44,500	\$2,770	6%
	Auditor (General) ...	\$16,000	\$0	0%
	Financial Consulting & IT (General) ...	\$14,000	\$0	0%
	Insurance (General)	\$16,000	\$27,282	171%
	Elected Officials (General)	\$20,500	\$6,660	32%
	General Non-Category Payroll	\$86,500	\$21,216	25%
	P&Z ...	\$9,500	\$0	0%
	Legal (General) ...	\$14,000	\$1,404	10%
	Engineering (General) ...	\$30,000	\$2,033	7%
	Building (General) ...	\$10,800	\$1,307	12%
	Law Enforcement	\$26,200	\$13,088	50%
	Animal Control ...	\$3,800	\$1,888	50%
	Fire	\$28,500	\$26,749	94%
	First Responders and EMS	\$40,000	\$21,569	54%
	Elections ...	\$500	\$0	0%
	Roads - General ...	\$120,000	\$47,497	40%
	Roads Class "C" Regular ...	\$46,000	\$0	0%
	Roads Class "C" Capital Outlay	\$0	\$0	100%
	Class "C" Designated Future Use	\$74,000	\$0	0%
	COG Road Project (Reimbursable)	\$0	\$0	100%
	Road Impact Fee Capital Outlay	\$0	\$51,999	Fix
	Road Impact Fee Designated Future	\$12,300	\$0	0%
	Parks (General) ...	\$129,000	\$6,766	5%
	Parks/Recreation - Other ...	\$11,600	\$200	2%
	Park Capital Improv. RAPZ (Reimbursable)	\$65,600	\$36,203	55%
	Park Impact Fees ...	\$0	\$50,613	Fix
	Park Impact Fees - Designated Future	\$37,300	\$0	0%
	Sanitation	\$216,000	\$52,784	24%
	9-1-1 Service	\$26,500	\$6,429	24%
	Disaster Relief	\$4,000	\$0	0%
	Public Safety/Emergency Preparedness ...	\$6,000	\$0	0%
	Youth Council ...	\$5,900	\$795	13%
	Designated for Future Use	\$0	\$0	100%
	Mass Transit Tax Distribution/CVTD	\$32,000	\$0	0%
	Transfer to Capital Project Fund	\$153,400	\$0	0%
	Transfer to Water-Sewer Fund	\$127,200	\$127,200	100%
	TOTAL GENERAL	\$1,427,600	\$506,452	35%

STORM WATER	Salaries/Benefits	\$19,000	\$330	98%
	Special Dept. Supplies (SW) ...	\$9,000	\$750	92%
	Capital Outlay	\$0	\$14,495	Fix
	Appropriated for Future Use	\$6,800	\$0	100%
	TOTAL STORMWATER	\$34,800	\$15,575	55%

CPT PROJECT	Capital Outlay - Gen Government	\$95,000	\$0	0%
	Capital Projects	\$0	\$0	100%
	Transfer to Water-Sewer Fund	\$0	\$0	100%
	Designated Future Use	\$60,400	\$0	0%
	TOTAL CAPITAL PROJECT	\$155,400	\$0	0%

WATER & SEWER	General (Water) ...	\$63,000	\$13,671	22%
	Salary/Benefit (Water) ...	\$146,000	\$21,271	15%
	Legal (Water) ...	\$10,000	\$0	0%
	Engineering (Water)	\$11,000	\$0	0%
	Engineering (Sewer)	\$0	\$0	100%
	Auditor (Water) ...	\$12,000	\$0	0%
	Financial Consulting (Water) ...	\$8,500	\$0	0%
	Insurance (Water)	\$9,000	\$5,583	62%
	Special Department Supplies - Water ...	\$44,000	\$3,084	7%
	Special Department Supplies - Sewer	\$0	\$0	100%
	City Sewer/Nibley	\$9,000	\$445	5%
	ARPA	\$127,500	\$696	1%
	Capital Outlay (Water)	\$15,000	\$0	0%
	Water Capital Projects	\$0	\$0	100%
	Sewer Capital Projects	\$14,630,000	\$2,926,976	20%
	InterCity Sewer Upsizing Payment	\$0	\$0	100%
	Water Bond (1997)	\$0	\$0	100%
	Water Bond (2006)	\$92,500	\$0	0%
	Bond (2000) - Parker Well	\$45,000	\$11,190	25%
	Cap. Facility Rplcmnt Fund Reserve	\$35,000	\$0	0%
	Designated for Future Use - Water	\$0	\$0	100%
	Designated for Future Use - Sewer	\$0	\$0	100%
	TOTAL WATER AND SEWER	\$15,257,500	\$2,982,916	20%

TOTAL	\$16,875,300	\$3,504,943	21%
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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