

NOTICE AND AGENDA

Notice is hereby given that the Millville City Council will hold their regularly scheduled Council Meeting on Thursday, July 13, 2023, 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 Zollinger
3. Approval of agenda
4. Approval of minutes of the City Council Meeting – June 8, 2023
5. Agenda Items—
 - A. Public comment period (2 min/person)
 - B. Business license request for Dynamic Machine and Engineering at 250 S. Main – Cody Ruud
 - C. Business license request for The Party Lab Company LLC at 65 E. 650 N. – Laci Leishman
 - D. Discussion on garbage service transition to Waste Management – Blake Leonelli
 - E. Ridgeline High School request for letter “R” on hillside – Nathan Anderson
 - F. Report on P&Z Meetings held June 22, 2023 and July 6, 2023 – Development Coordinator Everton
 - G. Impact fee requirements for swimming pool on second lot – Joe Cullumber
 - H. Consideration for resolution approving rezone of South Park Extension property (parcel 03-0370062) from Agricultural (A) to Open Space (OS) – Mayor Hair
 - I. Consideration of resolution accepting a settlement agreement with the Cemetery Board – Recorder Twedt
 - J. Possible COG project application and scheduling of public hearing – Recorder Twedt
 - K. Assignment of representative from Millville City to serve on Sewer Treatment Plant Board – Mayor Hair
 - L. Discussion on Millville park use for team sports – Public Works Director Kendrick
 - M. Consideration to appoint Bonnie Farmer as a Planning Commissioner – Councilmember June
 - N. Consideration to appoint Garrett Greenhalgh as a Planning Commissioner – Councilmember June
 - O. City Reports: Roads, Parks, Water – Public Works Director Kendrick
 - P. Councilmember reports and other items for future agendas
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 July 10, 2023, to the City posting locations, the City Website and the Utah Public Meeting Notices Website.



Corey Twedt, Recorder

MILLVILLE CITY COUNCIL MEETING
City Hall – 510 East 300 South – Millville, Utah
June 8, 2023

PRESENT: David Hair, Daniel Grange, Clay Wilker, Michael Callahan, Pamela June, Tara Hobbs, Chad Kendrick, Corey Twedt, Mollie Anderson, Jeremy Ward, Wayne Caldwell, Jordan Caldwell

Call to Order/Roll Call

Mayor David Hair called the City Council Meeting to order for June 8, 2023, at 7:00 p.m. The roll call indicated Mayor David Hair and Councilmembers Pamela June, Michael Callahan, Clay Wilker and Daniel Grange were in attendance with Councilmember Ryan Zollinger excused.

Opening remarks/Pledge of Allegiance

Councilmember Wilker 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 June 8, 2023, was reviewed. **Councilmember Wilker moved to approve the agenda for June 8, 2023.** Councilmember Grange seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. (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 May 11, 2023. **Councilmember June motioned to approve the minutes for May 11, 2023.** Councilmember Grange seconded. Councilmember June pointed out a correction from her comments on page 7 which was fixed during the meeting. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused.

Public comment period

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

Request for a business license for Miami Ice

Jordan Caldwell has submitted a request for a business license for Miami Ice at 565 North 200 East. Jordan explained that he and his father had built up a food truck from which Jordan is planning to sell shaved ice around Cache Valley at events. Recorder Twedt asked

if they planned to have it open at their home. Jordan said that they wouldn't be opening the food truck at their home in Millville. **Councilmember Grange moved to approve the business license for Miami Ice.** Councilmember Wilker seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. (A copy of the license application is included with the minutes as Attachment "B".)

RAPZ Grant funding for 2023

Recorder Twedt reported that Millville City had been granted 100% of the RAPZ funding requested to finish up the South Park Extension in the amount of \$29,800. He said that the City had also been granted money for lights at the tennis courts in the amount of \$23,144. (A copy of the RAPZ award letters are included with the minutes as Attachment "C".)

Election candidacy filing results

Recorder Twedt said that the filing period for the municipal election had ended yesterday. There are three councilmember positions intended for the ballot this year for 4-year terms each. There were three candidates that filed during the filing period: Jeremy Ward, Pamela June and Ryan Zollinger. Recorder Twedt said that as a result, the City would not be holding a primary election.

Report on P&Z Meeting held June 1, 2023

Councilmember June reviewed with the Council the Planning Commission's draft minutes for the meeting held June 1, 2023.

Councilmember Callahan motioned to move forward to Item "N" on the agenda and then return to the budget when it was time for the public hearing. Councilmember June seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused.

Food Co-Op North Park pavilion use

Mollie Anderson said that she felt the Food Co-Op has been – and continues to be – a great service not only for participating Millville residents, but also many other people from other cities throughout Cache Valley that come here every week to pick up their produce boxes. The issue that was brought up is that this is the only group currently being permitted to use the park pavilion free of charge.

Councilmember Callahan said that his wife was one of the early participants of the Food Co-Op and that he can attest that nobody is making a profit from the produce. He also said that it services a lot of people. Recorder Twedt said that this was great, but that the City cannot use profit as a determination for who and who is not required to pay for City facilities. If we allowed every church group and nonprofit to reserve the pavilions and pickleball courts for free, they would never be open to the rest of the Millville residents.

Every other group, including church groups and nonprofits are required to pay. Currently, we are even reserving the pavilion for the Food Co-Op which may prevent other people that want to pay to reserve it from doing so.

Councilmember Wilker asked Mollie if they could look into using the pavilion at the LDS Stake Center. Mollie said that she could look into it, but their preference had been to be at the City park as the co-op was not related to the LDS Church in any way.

Councilmember June recommended that the Food Co-Op continue to use the park pavilion during the summer if it is available, but that the reservation should not be on the calendar preventing other people from making reservations. Mollie said that this would work during the summer when it was open anyway. If there was a conflict with a reservation one week, they could move the co-op across the street to her driveway.

Councilmember Callahan said that he was also fine with them using the outside portion of the pavilion during the summer and suggested they look at other options both in Millville and in other cities. He asked that Mollie come back to revisit the issue in the winter. He said that he wanted to give this some more deliberate thought between now and then.

Mollie thanked the City Council for allowing the Food Co-Op to use the pavilion for the past several months and said that she would return to a Council meeting in the winter to discuss it further.

PUBLIC HEARING

Councilmember Grange motioned to go back to item “G” on the agenda and begin the public hearing. Councilmember June seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused.

PUBLIC HEARING: 7:30 p.m.

PRESENT: David Hair, Daniel Grange, Clay Wilker, Michael Callahan, Pamela June, Tara Hobbs, Chad Kendrick, Corey Twedt, Jeremy Ward

Mayor Hair explained that the purpose of the public hearing was to hear from the public with any comments regarding the budget for Fiscal Year 2023 or Fiscal Year 2024. He asked Recorder Twedt to review any updates or comments he had on the new budget.

Recorder Twedt said that since the last meeting, some updates had been made with the latest numbers and projections to get through the remainder of June and for the FY24 budget. He said that most of his comments had been addressed as part of the staff report that was included in the agenda packet.

Councilmember Callahan discussed the Class C money the City has available since they had been saving those funds and holding off on doing major road treatments until after the sewer project is complete and the roads are put back together.

Public Comment:

Jeremy Ward asked about the City contract for law enforcement. The Council said that the City contracts through Cache County for law enforcement services.

There were no additional public comments.

Councilmember Grange moved to close the public hearing. Councilmember Callahan seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused.

Consideration of a resolution adopting the revised Fiscal Year 2023 Budget

Mayor Hair reviewed with the Council the resolution to adopt the updated FY23 Budget that had been reviewed as part of the public hearing.

Councilmember Grange moved to approve Resolution 2023-7. Councilmember Callahan seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. (The approved resolution is included with the minutes as Attachment “D”.)

Consideration of a resolution accepting the certified property tax rate

Mayor Hair reviewed with the Council the resolution to adopt the County-provided certified property tax rate. For clarification on what that meant, Recorder Twedt explained that the City was not implementing a property tax rate increase. Every Millville resident would pay the same amount for the portion of their property tax rate that goes to Millville City as they did last year.

Councilmember Callahan moved to approve Resolution 2023-8. Councilmember June seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. (The approved resolution is included with the minutes as Attachment “E”.)

Consideration of a resolution adopting the Fiscal Year 2024 Budget

Mayor Hair reviewed with the Council the resolution to adopt the FY24 Budget that had been reviewed as part of the public hearing.

Councilmember Callahan moved to approve Resolution 2023-9. Councilmember Grange seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. (The approved resolution is included with the minutes as Attachment “F”.)

Consideration of a resolution setting pay rates for the City Treasurer and the City Recorder

Mayor Hair reviewed with the Council the resolution setting the pay rates for City appointed employees as is required by State Code. The pay increases in this resolution were included in the budget that was reviewed in the public hearing.

The Council had a discussion on pay rates and if Millville is paying enough and staying competitive with the market. The Council said that they felt Millville had great employees and wanted to make sure they were happy working for the City. Recorder Twedt and Public Works Director Kendrick said that Millville's pay rates are not as high as some other cities, but that they enjoyed working for Millville and were happy to be there.

Councilmember Callahan motioned to approve Resolution 2023-10. Councilmember Grange seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. (The approved resolution is included with the minutes as Attachment "G".)

Consideration of a resolution appointing a Mayor Pro-Tempore

Mayor Hair reviewed with the Council the resolution and explained that the purpose of the appointment was to ensure that the City still functioned with a Mayor substitute if the elected Mayor was not available. He explained that it was Councilmember Grange's turn and Mayor Hair had selected him to be the Mayor Pro-Tempore for FY24.

Councilmember Callahan motioned to approve Resolution 2023-11. Councilmember June seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. (The approved resolution is included with the minutes as Attachment "H".)

Consideration of a resolution to accept an agreement with Cache County for building inspection services

Mayor Hair reviewed with the Council the resolution and agreement to continue using contract services from the County for building inspections in Millville City.

The Council discussed the cost share and said that they felt it was skewed heavily for Cache County. It was discussed that there were not a lot of options. This agreement and the cost distribution wasn't a change from the agreement the City has with the County right now.

Councilmember Callahan moved to approve Resolution 2023-12. Councilmember Wilker seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. (The approved resolution is included with the minutes as Attachment "I".)

City Celebration planning progress and update

Councilmember Wilker said that the planning for the City Celebration is going well. He said that Tara is doing most of the work and has done great at putting everything together. The car show is planned, and the band is scheduled to be at the park that night. There will be seven food trucks available and the City will be providing the drinks. Councilmember Wilker also said that there were more activities for all ages this year.

City Reports

Director of Public Works Chad Kendrick said that the park extension was progressing quickly. The Public Works employees and Recorder Twedt had planted 31 trees in the new park area earlier today and it is looking good. Director Kendrick said that he thinks electric bikes and scooters may be an issue in the future on the park walkway.

Director Kendrick said that the wells are on and running well.

The Public Works Department has been spending time on cutting down weeds and grass on the side streets. They have permitted Kip Farmer to have his sheep graze on some of the City property near the reservoirs to keep the grass down.

Director Kendrick said that he would like the Council to begin thinking about the possibility of piping the ditch next to the road at the South Park. He said that he feels it is a safety concern with the kids playing in the water and jumping the creek so close to the road. Especially as the amount of traffic on that road is increasing every year. The water from the creek also runs through a pasture, so the water is not great for the kids to play in.

Councilmember Reports and Items for Future Agendas

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

Councilmember Callahan briefly discussed traffic concerns in Millville. It was discussed that the Sheriff's Department had been asked to put an emphasis on the areas addressed in the last City Council meeting. Councilmember Wilker said that the problem was not just the noise issue being a nuisance. There are significant safety issues with small kids on UTVs.

Mayor Hair said that current City Code allowed a shed to be built or placed along the drip edge of a property line. With the heavy snow this past winter, there have been issues with snow coming off sheds and causing damage to the fences of neighbors. He has asked the Planning Commission to look into this and consider a potential update to the City Code.

Councilmember Grange said that he had been contacted by Brady Jensen about a concern of a party being held at the red barn on Memorial Day. Councilmember Grange had gone over there to investigate and doesn't feel like anything was out of control or that there were any problems with what was happening there.

Recorder Twedt reported that the Cemetery Board has now hired their fourth attorney in their lawsuit against the City.

Adjournment

Councilmember Callahan moved to adjourn the meeting. Councilmember June seconded. Councilmembers Callahan, June, Grange and Wilker voted yes with Councilmember Zollinger excused. The meeting adjourned at 8:44 p.m.

DRAFT



Millville City
 PO Box 308
 510 East 300 South
 Millville, Utah 84326
 (435) 750-0924 FAX (435) 750-6206
www.millvillecity.org

CHECK APPLICABLE BOX	
<input type="checkbox"/> Commercial	<input checked="" type="checkbox"/> New Application
<input type="checkbox"/> Home Business	<input type="checkbox"/> Application Amendment
CHANGE OF:	
<input type="checkbox"/> Ownership	<input type="checkbox"/> Business Name
<input type="checkbox"/> Address	<input type="checkbox"/> 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: CODY RUOD Contact Ph: 435-757-3858

A. Business Name "DBA": DYNAMIC MACHINE AND ENGINEERING

B. Business Location: 250 SOUTH MAIN STREET Millville, UT 84326
Street Address (include unit #)

C. Mailing Address: 390 SOUTH 200 EAST HYRUM UTAH 84319 Same as "B. Business Location"
ATTN: Street (include unit#)/PO Box address City, State, Zip

D. Local Business Ph: 435-757-3858 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: 8 AM - 6 PM

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: _____

This Business Includes:

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

SECTION III: Business Description — Specific (attach additional pages if necessary)

CNC MACHINE SHOP, PRODUCTION PARTS, R&D OF NEW PRODUCTS.

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: _____ same as "A. Business Name DBA"

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

Officers (1)

Officer Name: Cody Ruud Contact Ph. 435-757-3858
Home Address: 390 SOUTH 200 EAST Hyrum, UT 84319
Street (include unit #) / PO Box Address City, State, ZIP

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

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

Officers (2)

Officer Name: _____ Contact Ph. _____
Home Address: _____
Street (include unit #) / PO Box Address City, State, ZIP

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

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.

Cody Ruud Signature of Owner/Authorized Agent Cody Ruud Printed Name 6-17-2023 Date

SECTION VII: For administration use only

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

Conditional Use: (If box is checked see conditions)

Agree Do not agree Signature: _____ Date: _____

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

FEES \$25.00

PAYMENT TYPE

RECEIPT



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

CHECK APPLICABLE BOX	
<input type="checkbox"/> Commercial	<input type="checkbox"/> New Application
<input type="checkbox"/> Home Business	<input type="checkbox"/> Application Amendment
CHANGE OF:	
<input type="checkbox"/> Ownership	<input type="checkbox"/> Business Name
<input type="checkbox"/> Address	<input type="checkbox"/> 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: _____ Contact Ph: _____

A. Business Name "DBA": _____

B. Business Location: _____ Millville, UT 84326
Street Address (include unit #)

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

D. Local Business Ph: _____ 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: _____

This Business Includes:

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

SECTION III: Business Description — Specific (attach additional pages if necessary)



AGENDA REPORT: WASTE MANAGEMENT GARBAGE COLLECTION July 13, 2023

Background

Currently, solid waste collection services throughout Cache County have been governed by the Cache County Solid Waste Advisory Board (SWAB) and provided by Logan City's Environmental Department.

On May 31, 2022, Logan City gave official notice to the other cities in Cache Valley that they would no longer be offering garbage services to residents outside of Logan City. The Cache Waste Consortium was then established consisting of most of the cities in Cache Valley to seek out garbage services. After RFPs were prepared and sent out and bids were received, Waste Management was selected as the garbage service provider for cities participating in the Cache Waste Consortium. The planned transition from Logan City to Waste Management is October 1, 2023.

This past week, Mayor Hair and Recorder Twedt had an initial call with Blake Leonelli from Waste Management to discuss a few questions about the new service. Blake will be attending the City Council meeting to introduce himself and answer additional questions that the City Council currently has.

Here are a few key points about the upcoming service with Waste Management:

- Garbage and Recycling will both be offered as a standard service with Waste Management
- Millville residents will use their existing black and blue cans
- Green waste cans will not be offered for just those residents that want them. The entire City can get green cans, but the cost is around \$9/per home/per month and would be required for every home

Below is a cost comparison of what residents are currently paying and the current expected monthly charges going forward.

	Current Charge (with Logan)	October 1, 2023 (Waste Management)
96 Gallon Garbage	\$16.15	\$15.99
64 Gallon Garbage	\$13.90	\$15.00
Recycle	\$3.00	\$5.00
Millville Processing	\$0.50	\$0.50
90 Gallon Total	\$19.65	\$21.49
60 Gallon Total	\$17.40	\$20.50



Corey Twedt <ctwedt@gmail.com>

Ridgeline Hillside Letter

Nathan Anderson <nathant.anderson.2@gmail.com>
To: corey@millvillecity.org

Mon, Jun 26, 2023 at 8:24 AM

Hello Corey!

My name is Nathan Anderson.

I am going to be a senior next year at Ridgeline and I came up with a great idea for a senior gift. I thought that it would be cool to create another hillside letter for Ridgeline.

I am writing this to ask what it would take to be able to do this project. My plan for this is to have the "R" on one of the mountains and there is a perfect spot for it. As you are driving up West 2600 South, in Nibley, towards Ridgeline there is a part of the mountain that is directly above the school. That mountain is behind the deer fence up there which is owned by the Division of Wildlife Services, whom I have already contacted and waiting to hear back from. The coordinates for the mountain are, 41.684534,-111.794503

We have the options to either use lights to outline the letter, or use painted rocks to show the letter. I personally think that if we could do both to have the white show up during the day and light the light for certain events, like Homecoming, or Graduation, that would be great! However I am fine with whatever option you think would be best for the mountain, and I'm sure that the school would be fine with either as well.

If you could please email me back at nathant.anderson.2@gmail.com that would be great! And please let em know if there is anything that I need to do in order to get this project done.

Thank you,
Nathan Anderson

MILLVILLE PLANNING COMMISSION MEETING
City Hall - 510 East 300 South - Millville, Utah
June 22, 2023

PRESENT: Garrett Greenhalgh, Bonnie Farmer, Lynette Dickey, Larry Lewis, Matt Anderson, Tara Hobbs, Kara Everton, Brad Gibbons, Clay Wilker, Wendy Wilker, Colter Wilker, Shaelyn Dattage

Call to Order/Roll Call:

Commissioner Greenhalgh opened the meeting for June 22, 2023, at 8:00 pm. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis and Matthew Anderson (Alt.) were present. Commissioner Ripplinger is excused. Commissioner Thompson is absent. Development Coordinator Kara Everton was present and took the minutes.

Opening Remarks/Pledge of Allegiance

Commissioner Greenhalgh led all present in the Pledge of Allegiance.

Approval of Agenda

The agenda for the Planning Commission Meeting was reviewed. **Commissioner Farmer moved to approve the agenda for June 22, 2023.** Commissioner Lewis seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis and Matthew Anderson (Alt.) voted in favor. Commissioner Ripplinger is excused and Commissioner Thompson is absent.

Approval of the Minutes of the Previous Meeting

The Planning Commission reviewed the minutes for the Planning Commission Meeting for June 1, 2023. **Commissioner Dickey moved to approve the minutes.** Commissioner Lewis seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis and Matthew Anderson (Alt.) voted in favor. Commissioner Ripplinger is excused and Commissioner Thompson is absent.

5.A. Zoning Clearance- Hillside Overlay Lot- Brad & Katie Gibbons- 132 N 500 E, Mond-Aire Lot #35

Brad Gibbons is present. Engineers have looked over the hillside overlay application and have checked off all items necessary for approval. The side setbacks are being met for the property. Front and back setbacks are met as well. The height is 32'-3" tall. The driveway curves towards the property from the south side of the lot. The lot north of them is owned by Ezra Eames. One option the homeowner is wondering about is having a shared driveway coming off the property to the north but that is not determined at this time. The driveway is 7% slope.

Commissioner Lewis made a motion to approve the zoning clearance for Brad & Katie Gibbons at 132 N 500 E, Mond-Aire Lot #35. Commissioner Farmer seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis and Matthew Anderson (Alt.) voted in favor. Commissioner Ripplinger is excused and Commissioner Thompson is absent.

5.B. Conceptual Design- Wilker Subdivision- 100 W 400 N, Millville UT

Clay Wilker reviewed the Conceptual Design and specified that they needed to outline where a future road could be installed. The standard width for a street in Millville is 66'. This subdivision would only be required to provide half of that width. The understanding is that this road is to be maintained but essentially set aside for potential future development. There will be a 20' x 20' driveway approach. Clay did mention that the hot asphalt requirement may be hard to come by. Commissioner Greenhalgh stated that the 20' x 20' approach was a compromise as the private lane is meeting a city road and needed to be met at the standard of the city roads. Commissioner Anderson appreciates the planning for a potential future road. Rocky Mountain Power will require an easement. The commission suggests reaching out to them to ask where and what they will require.

5.C. Other

- Commissioner Farmer had a question regarding the garbage transfer. Tara Hobbs stated that our new service will start October 1st. We do not know for sure if we'll have recycling along with our garbage service.

6. City Council Report – review minutes from the June 8, 2023, meeting

7. Agenda Items/Notes for Next Meeting

- Schedule Public Hearing for a Zone Change for the Park Extension from Agriculture to Open Space to match the rest of the park is scheduled for June 15, 2023, at 8:05 p.m.
- Drip Line code research and update

8. Calendaring of future Planning Commission Meeting

- July 6, 2023, at 8:00 pm.

9. Adjournment

Chairman Greenhalgh moved to adjourn the meeting at approximately 8:54 p.m.

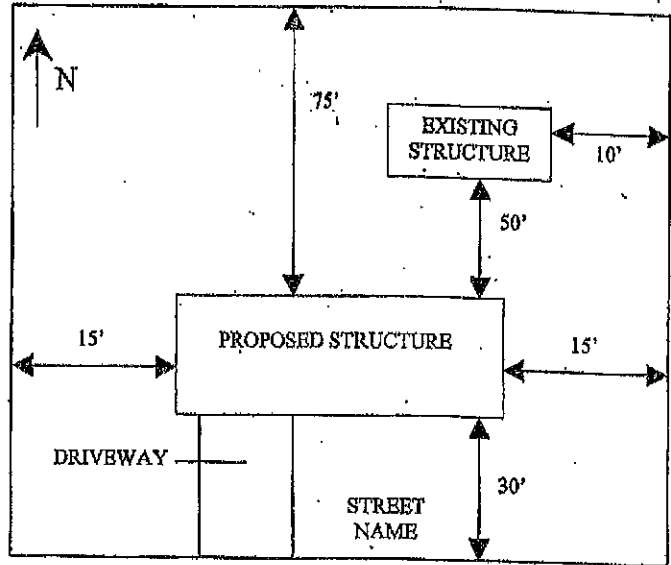


MILLVILLE CITY
ZONING CLEARANCE FOR BUILDING PERMIT
 THIS FORM EXPIRES 60 DAYS FROM DATE OF APPROVAL

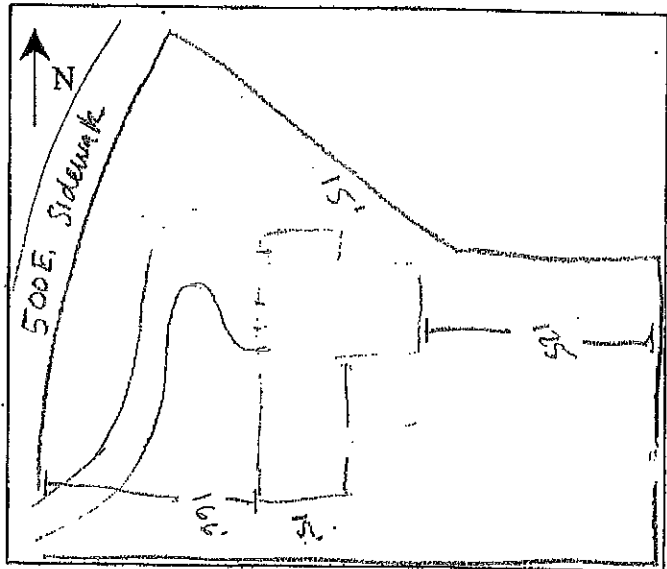
APPLICATION INFORMATION

1. Brad & Katie Gibbons
APPLICANT'S NAME
2. P.O. Box 774
MAILING ADDRESS
- Millville UT 84326
CITY STATE ZIP CODE
3. (435) 512-9631 4. _____
HOME TELEPHONE BUSINESS TELEPHONE
5. _____
OWNER'S NAME (if different from applicant)
6. Home
TYPE OF STRUCTURE
7. Living 9356 8. residential
SQUARE FOOTAGE ZONE
9. Mond-Aire Heights #35
SUBDIVISION NAME AND LOT NUMBER (if applicable)
10. 03 - 194 - 0035
TAX IDENTIFICATION NUMBER
11. 132 N. 500 E.
ADDRESS OF CONSTRUCTION
12. 1.45 acres 13. _____
LOT SIZE LOT ELEVATION
14. SEWER SEPTIC TANK N/A
(choose one)
15. CITY WATER PRIVATE WELL N/A
(choose one)
16. ELECTRICITY GAS OTHER UTILITY
(specify in remarks)
17. height 32' 3"
REMARKS

SAMPLE PLOT PLAN
 (numbers do not represent required setbacks)



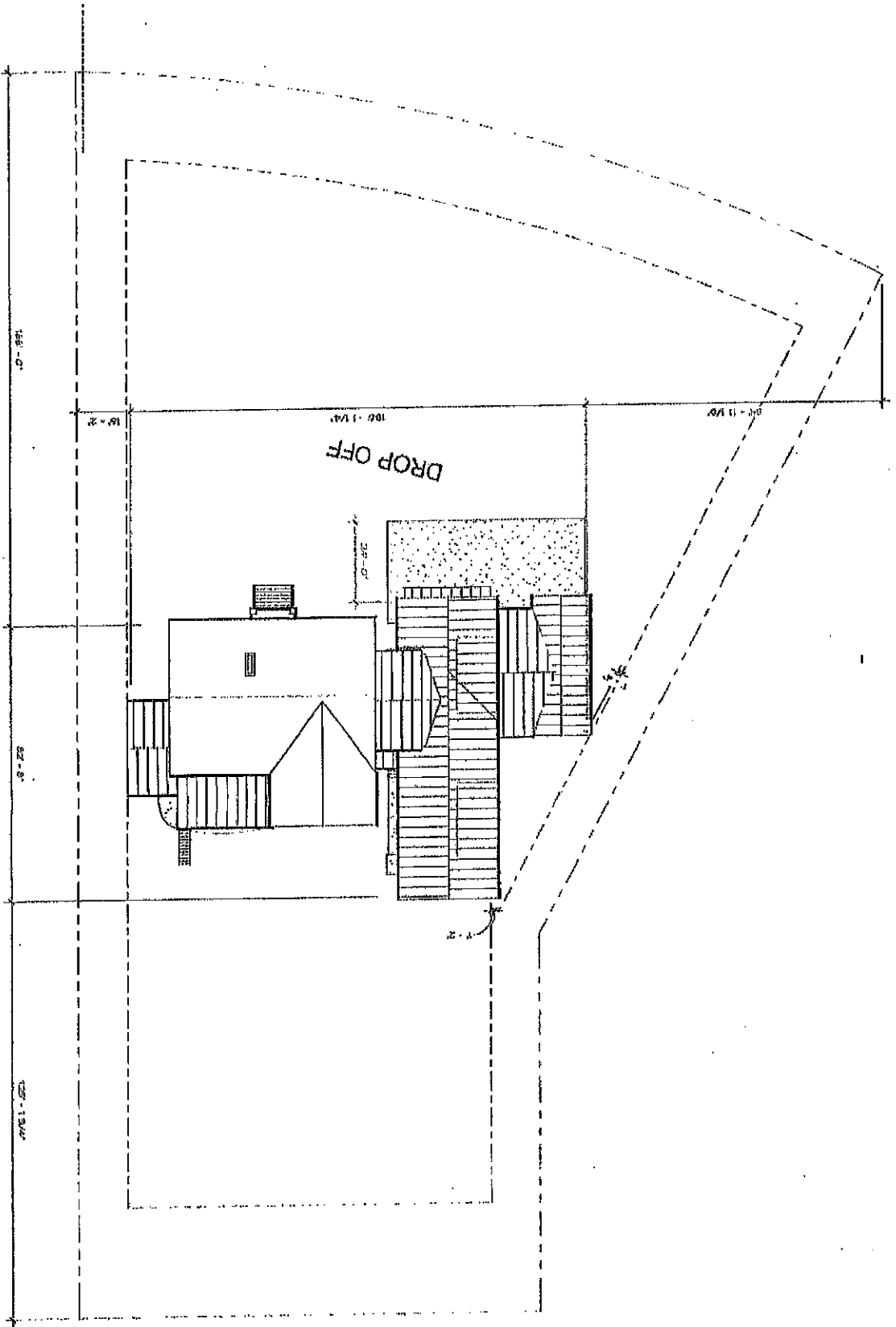
PLOT PLAN



APPROVED - PLANNING AND ZONING _____ DATE _____

FEES PAID - TREASURER _____ DATE _____

This property is being approved for building permit issuance as indicated above. Any change in the type or placement of the structure is not allowed. This clearance is not a waiver of compliance with either the zoning ordinance or the building codes. Millville City Form 101 - 15 Nov. 2003 (previous edition is obsolete)





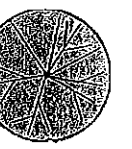
Mulch



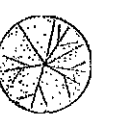
30-50' Coniferous



15-25' Coniferous

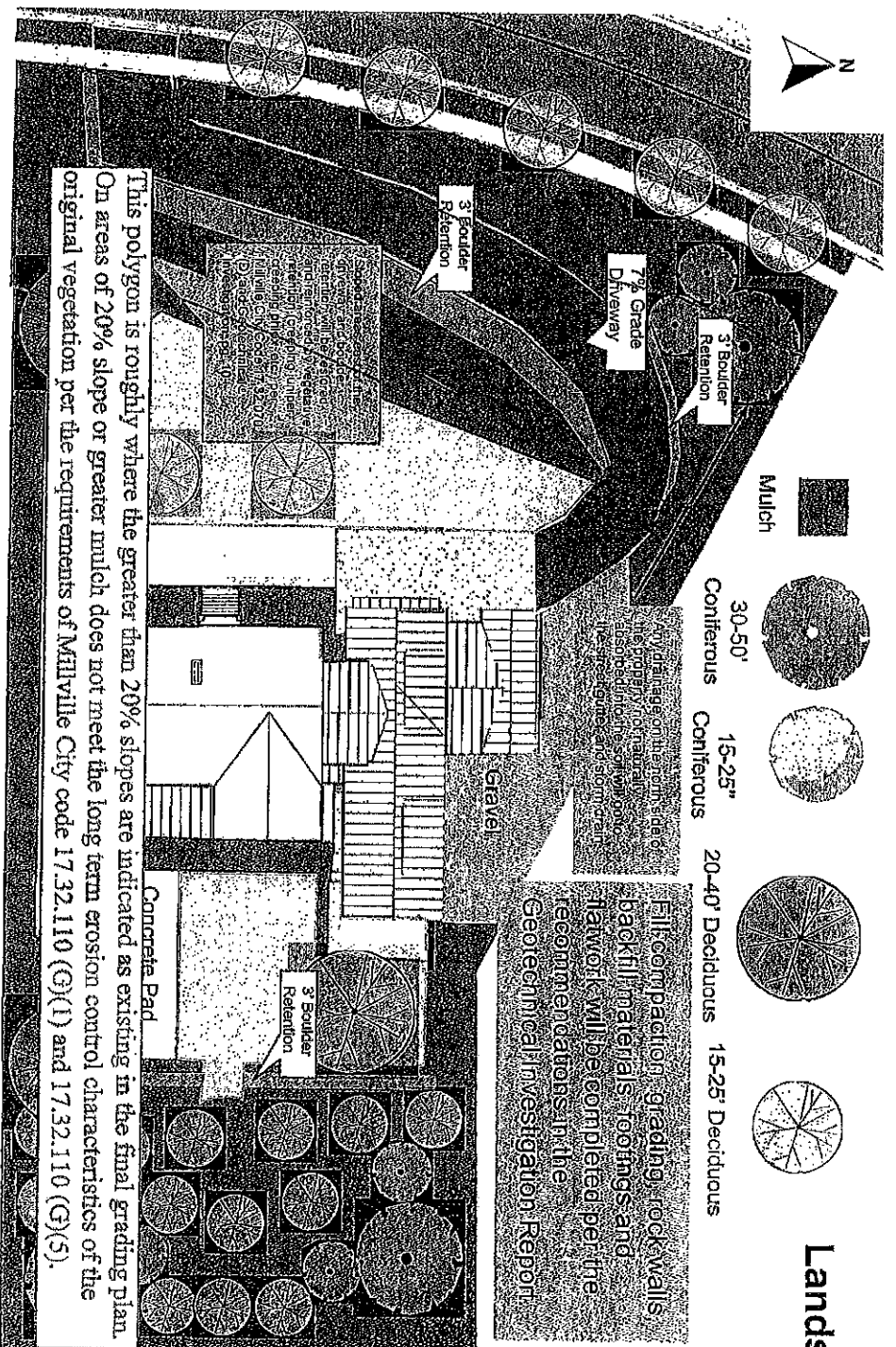


20-40' Deciduous



15-25' Deciduous

Landscape Plan



This polygon is roughly where the greater than 20% slopes are indicated as existing in the final grading plan. On areas of 20% slope or greater mulch does not meet the long term erosion control characteristics of the original vegetation per the requirements of Millville City code 17.32.110 (G)(1) and 17.32.110 (G)(5).

Sprinklers & Irrigation

Mulched areas will include irrigated and non-irrigated trees and plant species. Irrigated varieties will be watered via drips irrigation. Trees and grass areas will be irrigated via pop-up sprinklers. A timed sprinkler system in compliance with local and state water use regulations will be used throughout per Millville City Code 17.32.079(B).

MILLVILLE PLANNING COMMISSION MEETING
City Hall - 510 East 300 South - Millville, Utah
July 6, 2023

PRESENT: Garrett Greenhalgh, Bonnie Farmer, Lynette Dickey, Larry Lewis, Matt Anderson, Darcy Ripplinger, Tara Hobbs, Kara Everton, Pam June, Corey Twedt

Call to Order/Roll Call:

Commissioner Greenhalgh opened the meeting for July 6, 2023, at 8:00 pm. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) were present. Commissioner Thompson is absent. Development Coordinator Kara Everton was present and took the minutes.

Opening Remarks/Pledge of Allegiance

Commissioner Greenhalgh led all present in the Pledge of Allegiance.

Approval of Agenda

The agenda for the Planning Commission Meeting was reviewed. **Commissioner Anderson moved to approve the agenda for July 6, 2023.** Commissioner Lewis seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) voted in favor. Commissioner Thompson is absent.

Approval of the Minutes of the Previous Meeting

The Planning Commission reviewed the minutes for the Planning Commission Meeting for June 22, 2023. **Commissioner Anderson moved to approve the minutes.** Commissioner Lewis seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) voted in favor. Commissioner Thompson is absent.

5.A. Swearing in of Commissioner Matthew Anderson- Recorder Twedt

Matthew Anderson was sworn into an oath of office.

Commissioner Farmer moved to skip ahead to item 5.C. to allow more time before the public hearing begins. Commissioner Anderson seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) voted in favor. Commissioner Thompson is absent.

5.C. Zoning Clearance- Pool- Lakeview Pools & Spas for Rebecca Hedelius Residence- 41 N 550 E, Millville

The current law calls for a fence or a pool cover. They have an automatic pool cover. There is a 2' setback, but the concrete also acts as part of the setback. There is no slope on their property. The commission wanted to make a note to the owner to get a business license if the pool is ever used for a business to come in to get a business license.

Commissioner Ripplinger moved to approve the Zoning Clearance for a Pool built by Lakeview Pools according to the site plan that is attached to the clearance. Commissioner Lewis seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) voted in favor. Commissioner Thompson is absent.

Commissioner Farmer moved to go back to item 5.B. Commissioner Lewis seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) voted in favor. Commissioner Thompson is absent.

5.B. PUBLIC HEARING – Zone Change for Parcel 03-037-0062 from AG to Open Space

Commissioner Farmer motioned to go into the public hearing. Commissioner Anderson seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) voted in favor. Commissioner Thompson is absent.

Public Hearing began at 8:12 P.M.

PRESENT: Garrett Greenhalgh, Bonnie Farmer, Lynette Dickey, Larry Lewis, Darcy Ripplinger, Matt Anderson, Tara Hobbs, Kara Everton, Corey Twedt, Pam June

Public Comment Period: No Public Comment

The commission agrees that this has been a great addition to the park. Recorder Corey Twedt mentioned that some other cities have included the intent of the zone change to be included in the annexation and wanted the commissions opinion on that. Commissioner Greenhalgh stated that knowing the intent of the zone would be more transparent and is in favor of this. Commissioner Ripplinger expressed her concern in combining the process and inquired if the public would still have enough notice to give their input. Recorder Twedt stated that he would like to see the intent specified at the beginning rather than waiting until the property is already annexed into the city. Commissioner Ripplinger stated that she likes the slower pace of the development currently in having these separate steps. She asked for further clarification. Commissioner Greenhalgh stated that, as a resident, he would have more interest in giving his input on an annexation before its annexed based on what the intent is. The commission all agreed.

Commissioner Ripplinger motioned to close into the public hearing. Commissioner Dickey seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) voted in favor. Commissioner Thompson is absent.

There was no further discussion.

Commissioner Ripplinger motioned to recommend the Zone Change to City Council. Commissioner Lewis seconded. Commissioners Garrett Greenhalgh, Lynette Dickey, Bonnie Farmer, Larry Lewis, Darcy Ripplinger (Alt) and Matthew Anderson (Alt.) voted in favor. Commissioner Thompson is absent.

5.D. Other

- Development Coordinator Everton wanted the input of the Commission regarding a subdivision on the corner of 550 E and 300 S. These two streets are designated as Future Arterial and Collector Roads in the Transportation Plan. This will require the roads to be widened and land must be dedicated during this subdivision process. This subdivision was classified as a minor subdivision due to the size. When a dedication of the road is required, it will change it from a minor subdivision to a major subdivision. Standard roads are 66' wide however, there are some that require a 99' width. Further research will be done to determine which width is necessary.

- Commissioner Dickey has had some residents ask if there are certain companies coming in to connect the laterals to the sewer line. Recorder Twedt commented that this is the owners responsibility to do this. They do have a list of companies who do this work that can be made available. Those who qualified for the low-income grant will have more information coming soon. Commissioner Anderson asked if the residents whose homes require a pump know that they will need this. Recorder Twedt said that the engineers have a list of homes that will require this, and it will be made available soon.

- Commissioner Farmer inquired about the garbage service. Recorder Twedt said that Waste Management is taking over our contract. They will do garbage and recycle, and they can do Green Waste but everyone would have to do green waste. Waste Management is coming to City council meeting next week and he encourages anyone who has questions to come to be informed.

6. City Council Report – No Report

7. Agenda Items/Notes for Next Meeting

8. Calendaring of future Planning Commission Meeting

- July 20, 2023, at 8:00 pm.

9. Adjournment

Chairman Greenhalgh moved to adjourn the meeting at approximately 9:00 p.m.

DRAFT



AGENDA REPORT: PARK EXTENSION REZONE

July 13, 2023

Background

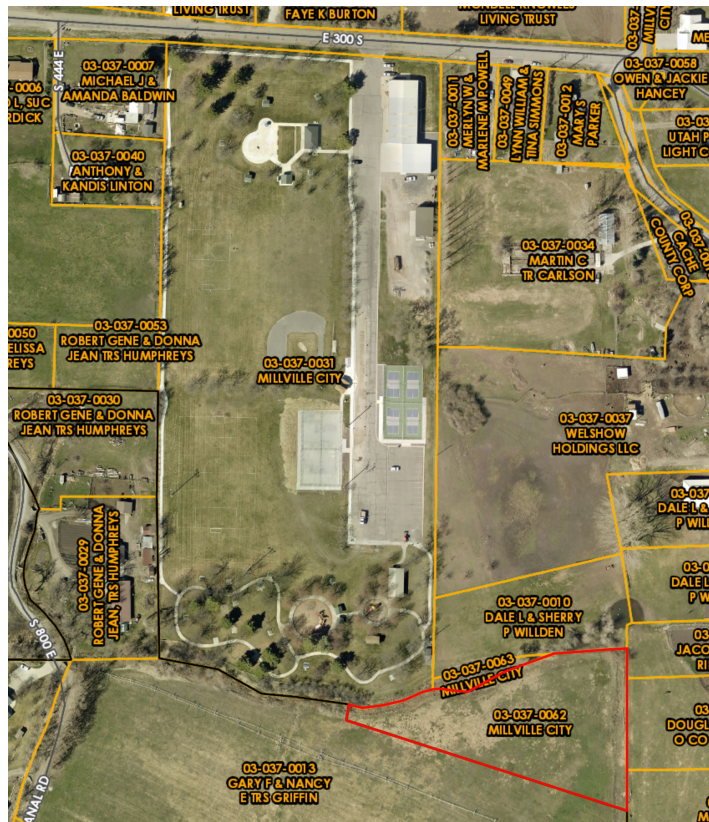
Nancy and Gary Griffin donated 1.74 acres of their property to Millville City for an extension to the South Park. This property was then annexed from the County into Millville City. As is currently required by City Code, all property annexed into Millville comes in zoned as Agricultural.

The City then submitted a petition for a zone change for this property (parcel 03-037-0062) to change it from Agricultural to Open Space to match the zoning of the existing South Park.

The Millville Planning Commission has reviewed the request and held a public hearing to receive input from the public. The Planning Commission has recommended the City Council accept the zone change request.

Included Documents

- Resolution 2023-13



**MILLVILLE CITY
RESOLUTION 2023-13**

**APPROVING THE MILLVILLE CITY PARK EXTENSION REZONE OF
PARCEL 03-037-0062 FROM AGRICULTURAL (A) TO OPEN SPACE (OS)**

WHEREAS, a petition to rezone property for parcel 03-037-0062 was received on May 5, 2023; and

WHEREAS, the Planning Commission has reviewed the rezone request and held a public hearing on July 6, 2023 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 03-037-0062 from Agricultural (A) to Open Space (OS).

Approved and passed by the Millville City Council this 13th day of July 2023.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

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

**MILLVILLE CITY
RESOLUTION 2023-14**

**APPROVING A SETTLEMENT AGREEMENT WITH
MILLVILLE/NIBLEY CEMETERY BOARD**

WHEREAS, on February 2, 2018, the Millville/Nibley Cemetery District Board signed a contract purchasing property from Millville City for expansion of the cemetery in Millville City; and

WHEREAS, on May 14, 2020, the Cemetery District Board filed a lawsuit against Millville City relating to the property sold to the Cemetery District in 2018;

NOW THEREFORE, be it resolved by the Millville City Council that the attached agreement for settlement of the Cemetery Board lawsuit against Millville City is hereby approved.

Passed and approved by the Millville City Council this 13th day of July 2023.

SIGNED:

David Hair, Mayor

ATTEST:

Corey Twedt, City Recorder

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

**MUTUAL
SETTLEMENT AGREEMENT
AND
RELEASE**

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is made and entered into this 12th day of July, 2023, by and between the Millville-Nibley Cemetery District, a local government entity and subdivision of the State of Utah (the “Cemetery”) and Millville City, a Utah municipal corporation (the “City”). The Cemetery and the City shall be individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Cemetery filed a lawsuit against the City in the First District Court of Utah in and for the County of Cache, case number 200100142 (the “Lawsuit”) alleging various claims against the City;

WHEREAS, the City disputes the Cemetery’s claims in the Lawsuit and has filed an Answer and asserted various defenses;

WHEREAS, the Parties desire to settle in their entirety all disputes and differences between the Parties arising out of the facts and circumstances underlying the claims and defenses in the Lawsuit and agree on access points and common boundary lines;

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Parcel Boundary Adjustment

- a. The Parties agree to execute whatever instrument may reasonably be required to effectuate a parcel boundary adjustment between the common boundary of Parcel 03-030-0091 (owned by the Cemetery) and Parcel 03-030-0115 (owned by the City) so that the area shaded in green in Illustration 1 attached hereto (the “Adjustment Area”) will become part of and merge into Parcel 03-030-0115.
- b. Currently, the Parties believe the parcel boundary adjustment set forth in the preceding paragraph may be accomplished pursuant to Utah Code 10-

9a-523(1) via the quit claim deeds attached hereto as Attachment 1. The Cemetery has provided the legal description necessary for the quit claim deeds, but the Parties will verify the legal description before recording any documents. If for any reason the legal description is incorrect or the parcel boundary adjustment cannot be accomplished via a quit claim deeds as presently contemplated, the Parties will cooperate in preparing and recording whatever instrument is reasonably necessary to accomplish the parcel boundary adjustment agreement set forth in paragraph 1.a above.

2. Access points and Design Construction standards.

- a. Cemetery has multiple existing access points to the Cemetery from 100 North. Such access points will not change or require alteration.
- b. The Parties agree Cemetery may construct two additional entrances to the Cemetery: (1) an additional entrance off of 100 North (the “North Entrance”) and (2) an additional entrance off of 200 East (the “East Entrance”).
- c. The North Entrance shall be located at least 80 feet to the east of the City’s right-of-way line for 200 East as it is adjusted by the parcel boundary adjustment. For the sake of clarity, the City’s right-of-way line for 200 East is the eastern edge of the Adjustment Area which is depicted as a light blue line on Illustration 1.
- d. The East Entrance shall be located along 200 East such that it is in line with the currently existing southern-most road located within the Cemetery. Illustration 2 depicts the approximate location of the East Entrance as indicated by a yellow line along 200 East.
- e. Cemetery shall bear all costs of constructing the East and North Entrances.
- f. Cemetery shall construct the East and North Entrances in accordance with the following construction standards:
 1. Minimum Width = 24 feet
 2. Maximum Width = 35 feet
 3. If Concrete:
 - a. Minimum Concrete Thickness = 8 inches
 - b. Minimum Base Course Thickness = 4 inches
 4. If Asphalt:
 - a. Minimum Asphalt Thickness = 3 inches
 - b. Minimum Base Course Thickness = 8 inches
 - c. Minimum Sub Base Thickness = 8 inches
 5. The entrances will need to follow the contour of the existing swell to ensure stormwater can move without creating a backup

on each side. This usually ranges from a 2" to 6" swell in the concrete or asphalt

6. Access point must be minimum 80 feet from City Right-of-way line.

3. Cemetery hereby abandons the historic access point that was altered when the City constructed 200 East and shall put back in place the section of the fence around the Cemetery that was originally installed over the historic access point after the completion of 200 East so that no further traffic may accidentally attempt to enter the Cemetery off of 200 East through the historic access point.

4. Dismissal of the Complaint. Within five business days of the execution of this Agreement, the Parties shall, through their legal counsel, cooperate in filing a stipulated Motion to Dismiss the Lawsuit with prejudice and in recording the quit claim deeds in Attachment 1.

5. Cemetery Release of Liability. The Cemetery hereby unconditionally releases, acquits, and forever discharges the City as well as any agents, employees, representatives, successors, assigns, attorneys, elected and appointed officials, and insurers of the City, from and against any and all claims, actions, causes of actions, suits, demands, damages, attorneys' fees, costs, or expenses, or any compensation of any nature whatsoever, which the Cemetery now has, or which may accrue, arising out of or in any way developing out of the facts and circumstances set forth in the Lawsuit.

- a. Notwithstanding the above, the Cemetery expressly reserves all its claims (title, easement, etc) against 3rd parties regarding parcel 03-030-0091.

6. City Release of Liability. The City hereby unconditionally releases, acquits, and forever discharges the Cemetery as well as any agents, employees, representatives, successors, assigns, attorneys, elected and appointed officials, and insurers of the City, from and against any and all claims, actions, causes of actions, suits, demands, damages, attorneys' fees, costs, or expenses, or any compensation of any nature whatsoever, which the Cemetery now has, or which may accrue, arising out of or in any way developing out of the facts and circumstances set forth in the Lawsuit.

7. Warranty of No Outstanding or Known Future Claims/Causes of Action. The Parties warrant to each other that each has not filed with any governmental agency or court any type of action or report against the other party or any of its agents, employees, representatives, successors, assigns, attorneys, or elected and appointed officials, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the release in paragraphs 2 & 3 above.

8. No Admission of Liability. This Agreement is a settlement agreement only and is not intended, nor shall it be construed, to constitute an admission by any Party of any fault or liability.

9. Acknowledgment of Additional Facts and No Reliance. The Parties acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true. However, each Party agrees that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts. It is agreed that the Parties rely wholly upon their own judgment, belief, and knowledge of the nature, extent, and duration of such damages and injuries and that no representations, opinions, or statements regarding such damages and injuries or regarding any other matters made by the Parties or any other person or persons representing the Parties or by any person employed by the Parties has influenced the making of this Agreement.

10. Legal Counsel. Each of the Parties further represents and warrants that: (1) each has, or has had a reasonable opportunity to, consult legal counsel of its own choosing with respect to its decision to enter into this Agreement; and (2) in entering into this Agreement, it has not relied upon any representations, warranties, statements or assurances that are not set forth in this Agreement.

11. General.

a. Execution of Documents. Each Party shall promptly at any time or times required, make, execute and deliver any documents and instruments that may be necessary to carry out into effect the covenants, conditions and provisions contained in this Agreement.

b. Entire Agreement. This Agreement and the documents referred to constitute the entire agreement of the Parties with respect to its subject matter. All negotiations, representations, warranties, earnest money and other agreements between the Parties are merged herein.

c. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, administrators, personal representatives, successors and assigns, but nothing in this paragraph shall be construed as consent to any assignment or delegation of this Agreement in any way except as provided for in the Assignment paragraph below.

d. Enforcement and Attorney Fees. If either Party shall seek to enforce or protect that Party's rights under this Agreement or under any document or instrument executed and delivered in connection herewith, in any action, suit, arbitration case, or other proceeding, including all bankruptcy cases and proceedings, the prevailing Party shall be entitled to receive from the other Party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

e. Severability. In the event that any provision of this Agreement, or any action contemplated pursuant to this Agreement, is found by a court of competent jurisdiction to be inconsistent with or contrary to any law, ordinance or regulation, the latter shall be deemed to control this Agreement and shall be regarded as modified accordingly; and such modified provision, as well as the remainder of this Agreement, shall continue in full force and effect.

f. Waiver. A waiver by any party of any provision of this Agreement, whether in writing or by course of conduct or otherwise, shall be valid only in the instance for which it is given and shall not be deemed a continuing waiver of said provision, nor shall it be construed as a waiver of any other provision of this Agreement.

g. Amendment. This Agreement may be amended at any time, but only by a writing signed both by the Parties which explicitly states that it is intended to amend this Agreement.

h. Incorporation of Recitals. The Recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

i. Section Headings. The section headings of this Agreement are inserted only for convenience and in no way define, limit or describe the scope or intent of this Agreement nor affect its terms and provisions.

j. Construction. Each Party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of negotiations between the Parties. This Agreement shall be deemed to be the joint product of the Parties, and any rule of construction that a document shall be interpreted or construed against a drafter of such documents shall not be applicable.

k. Warranty of Authority. Each individual executing this Agreement hereby represents and warrants to each person so signing (and to each other entity for which another person may be signing) that he or she has been duly authorized to execute and deliver this Agreement in the capacity of the person or entity set forth for which he or she signs and that the entity so indicated exists and is in good standing under the laws of the State of Utah. In addition to any other remedies in law and equity available to the non-breaching party, any party breaching this warranty hereby accepts personal responsibility and liability for the covenants and conditions contained in this Agreement and agrees to be bound by the same.

l. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed an original, but all of which shall constitute the same instrument.

m. Assignment. The rights and obligations of this Option may not be assigned or delegated without the express written consent of both Parties.

DATED this ____ day of July, 2023.

MILLVILLE CITY

By: David Hair
Its: Mayor

ATTEST:

By: Corey Twedt
Its: City Recorder

DATED this ____ day of July, 2023

MILLVILLE-NIBLEY CEMETERY
DISTRICT

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

Illustration 1

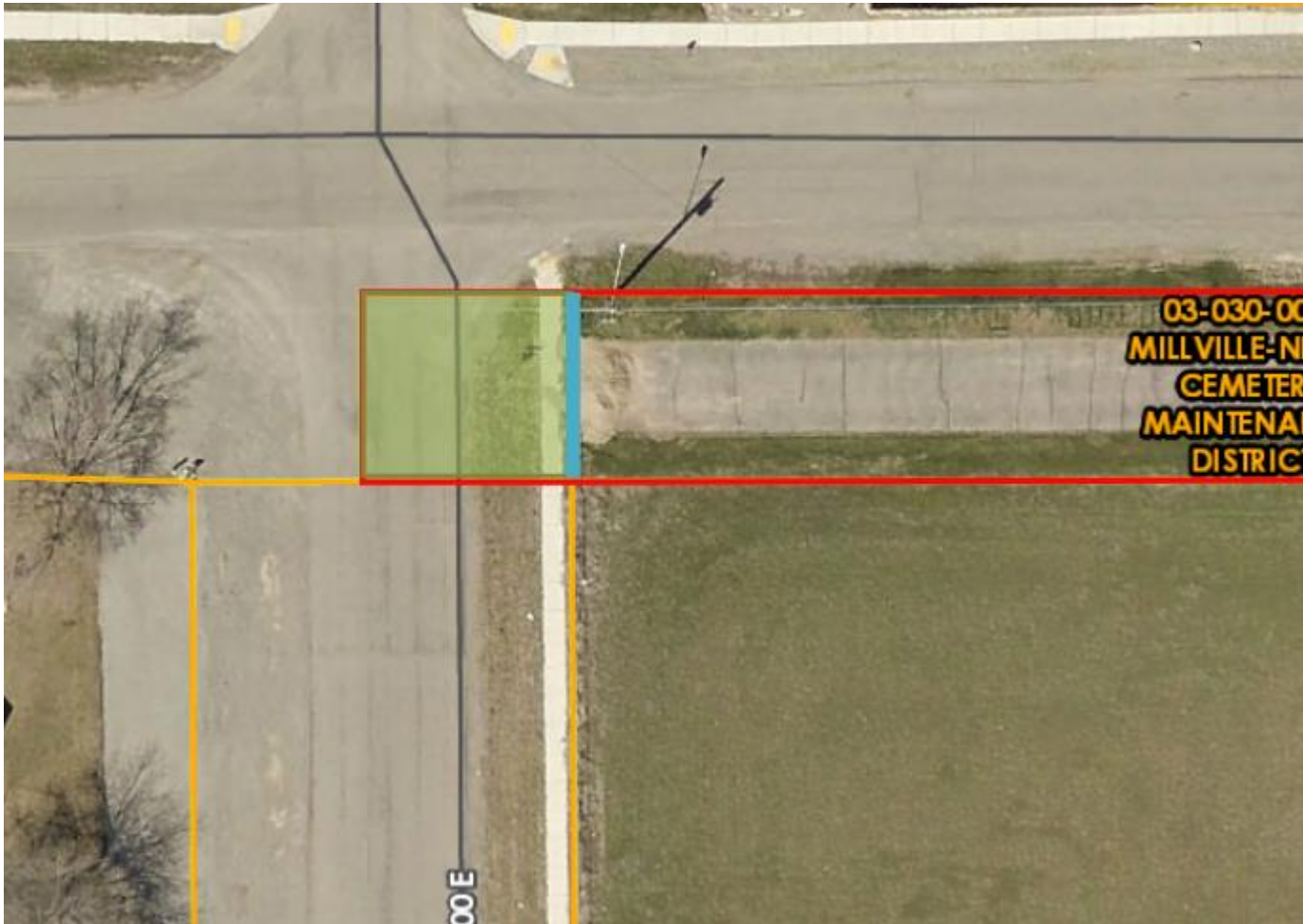
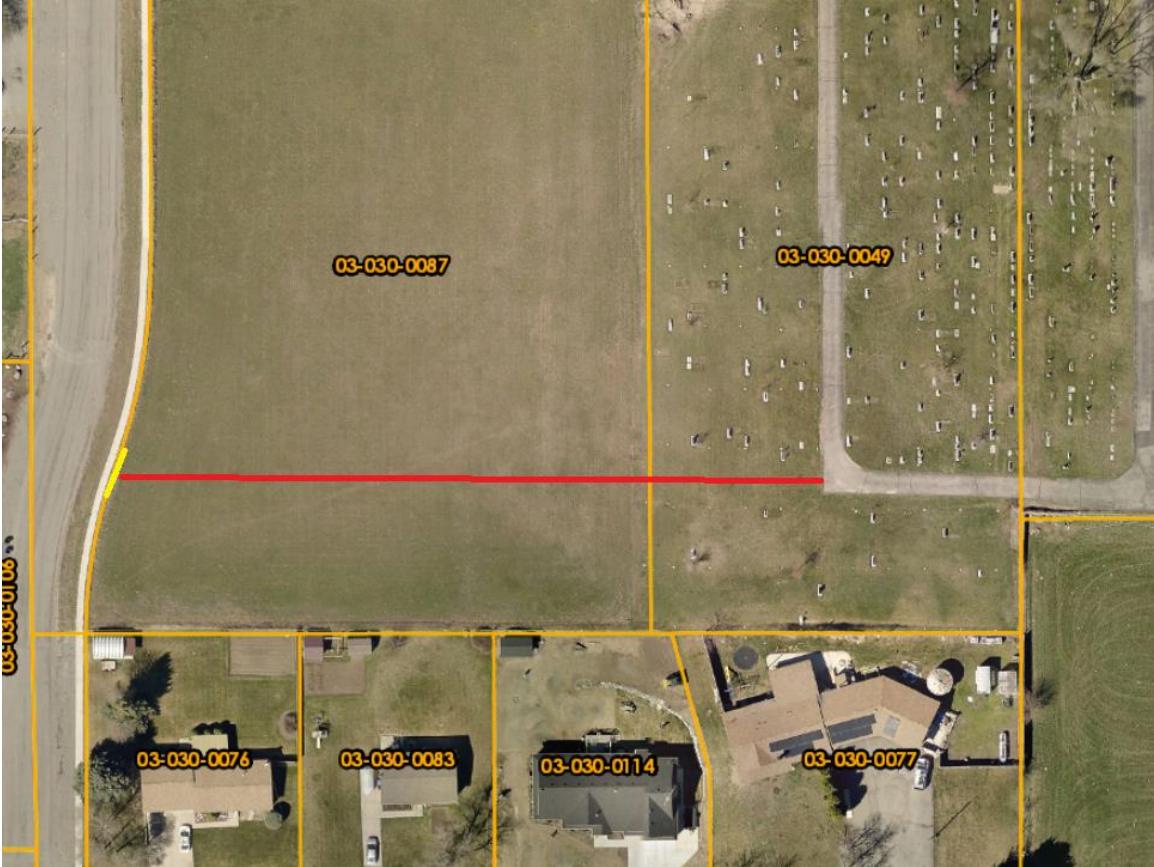


Illustration 2



ATTACHMENT 1

Quit claim Deeds

AFTER RECORDED PLEASE RETURN TO:
OLSON & HOGGAN, LLC
C/O SETH J. TAIT, ESQ.
130 SOUTH MAIN, STE. 200
PO BOX 525
LOGAN, UT 84323-0525

Quit Claim Deed

Millville-Nibley Cemetery District, Grantor of 250 East 100 North, Millville City, UT 84326, hereby quitclaims to Millville City, Grantee of 510 E. 300 S., Millville City, UT 84326, for the sum of TEN DOLLARS and other valuable consideration, the following described tract(s) of land located in Cache County, State of Utah:

Commencing at a point 50 Rods 3 Feet South, then 59.33 Rods West of the Northeast Comer of the East 1/2 of the of the Northeast quarter of Section 22, township 11 North, Rage 1 of the Salt Lake base and meridian; thence, South 2 Rods; thence, West 275.82 Feet (ML to east line of 200 E) TO THE TRUE POINT OF BEGINNING; thence West 37.48 feet, thence North 2 Rods; thence, East 37.48 Feet (to east line of 200 E) thence south (inverse of North 00°00'19" West) 2 rods to the place of beginning).

(A portion of TAX ID: 03-030-0091)

The purpose of this Quit Claim Deed is to effectuate a parcel boundary adjustment pursuant to Utah Code Ann. § 10-9a-523(1)(a). Grantor is to retain Tax ID Number 03-030-0091, and Grantee's quitclaimed portion will be merged with Tax ID Number 03-030-0115. No subdivision or additional parcel is intended to be created.

WITNESS, the hand of said Grantor this ____ day of July, 2023.

MILLVILLE-NIBLEY
CEMETERY DISTRICT

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

By:
Its: Authorized Board Member

STATE OF UTAH)
: ss.
County of Cache)

On the ____ day of July, 2023, personally appeared before me _____,
_____, and _____, who, being by me duly
sworn, did say that they are the Authorized Board Members, and that the said instrument was
signed in behalf of the Millville-Nibley Cemetery District and the aforesaid officers
acknowledged to me that said special district executed the same.

Notary Public

AFTER RECORDED PLEASE RETURN TO:
OLSON & HOGGAN, LLC
C/O SETH J. TAIT, ESQ.
130 SOUTH MAIN, STE. 200
PO BOX 525
LOGAN, UT 84323-0525

Quit Claim Deed

Millville City, Grantor of 510 E. 300 S., Millville City, UT 84326, hereby quitclaims to Millville City, Grantee of 510 E. 300 S., Millville City, UT 84326, for the sum of TEN DOLLARS and other valuable consideration, the following described tract(s) of land located in Cache County, State of Utah:

Commencing at a point 50 Rods 3 Feet South, then 59.33 Rods West of the Northeast Comer of the East 1/2 of the of the Northeast quarter of Section 22, township 11 North, Rage 1 of the Salt Lake base and meridian; thence, South 2 Rods; thence, West 275.82 Feet (ML to east line of 200 E) TO THE TRUE POINT OF BEGINNING; thence West 37.48 feet, thence North 2 Rods; thence, East 37.48 Feet (to east line of 200 E) thence south (inverse of North 00°00'19" West) 2 rods to the place of beginning).

(A portion of TAX ID: 03-030-0091)

The purpose of this Quit Claim Deed is to merge the foregoing parcel with Tax ID Number 03-030-0115. No subdivision or additional parcel is intended to be created.

WITNESS, the hand of said Grantor(s) this ____ day of July, 2023.

MILLVILLE CITY

By: David Hair
Its: Mayor

ATTEST:

By:
Its: Corey Twedt

STATE OF UTAH)
: ss.
County of Cache)

On the ____ day of July, 2023, personally appeared before me David Hair and Corey Twedt, who, being by me duly sworn, did say that they are the Mayor and Recorder, and that the said instrument was signed in behalf of Millville City and the aforesaid officers acknowledged to me that said City executed the same.

Notary Public



AGENDA REPORT: SEWER TREATMENT PLANT BOARD July 13, 2023

Background

The agreement with Hyrum City for partial ownership and use of the Hyrum wastewater treatment facility was signed in July of 2020. The agreement establishes a Sewer Treatment Plant Board consisting of five people, one of which is to be selected by the Millville City Council.

As there are ongoing discussions about the agreement and with sewer line construction underway, it is time for the Millville Mayor and City Council to select a Millville representative to be on that board so that they can be included in the conversations and be prepared to represent Millville. The person selected can be a sitting elected representative, a staff member from the City or anyone else.

The City Council should discuss this at the meeting today and then appoint the representative by resolution at the next City Council meeting in August.

Included Documents

- Intermunicipal Wastewater Treatment Plant Operating Agreement

INTERMUNICIPAL WASTEWATER TREATMENT PLANT OPERATING AGREEMENT

HYRUM CITY, UTAH (“HYRUM”) and MILLVILLE CITY, UTAH (“MILLVILLE”) (Collectively, the “Cities”) enter into this Intermunicipal Wastewater Treatment Plant Operating Agreement (“Agreement”) as of this 9th day of July, 2020.

RECITALS

WHEREAS, HYRUM currently owns and operates a Wastewater Treatment Plant (“Treatment Plant”);

WHEREAS, MILLVILLE desires to install the appropriate infrastructure and begin providing wastewater services to its residents;

WHEREAS, HYRUM desires to have MILLVILLE join in owning the Treatment Plant;

WHEREAS, MILLVILLE desires to own jointly with HYRUM in the Treatment Plant;

WHEREAS, both Cities have determined that it is in the best interest of the respective Cities that the Cities jointly expand, use, and maintain the Treatment Plant;

WHEREAS, HYRUM intends to expand the Plant in order to accommodate the needs of both Cities through use of a bond (the “Bond”);

WHEREAS, MILLVILLE intends to pay for its joint ownership interest in the Treatment Plant and for its proportionate share of the costs of the Bond; and

WHEREAS, the Cities wish to enter into an agreement detailing the governance, operation, and cost of the Treatment Plant; and

WHEREAS, the Parties wish to memorialize the foregoing arrangement setting forth each party’s rights and obligations into a written interlocal agreement pursuant to the Utah Interlocal Cooperation Act, Utah Code § 11-13-101 et seq.

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Cities hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. The terms defined in this section for all purposes of this Agreement, and any amendments hereto, shall have the meanings herein set forth:

- a. *Agreement* means this Intermunicipal Wastewater Treatment Plant Operating Agreement.
- b. *Annual Budget* means the annual budget for the use, operation and maintenance of the Treatment Plant for each fiscal year. The Annual Budget will specify the projected Operation and Maintenance Expenses for the relevant fiscal year.
- c. *Billing Period* means a monthly period commencing on the first day of each month during the term of the Agreement, through and including the last day of that month.
- d. *Capital Costs* means future costs and expenses incurred in any expansion of the Treatment Plant, including without limitation all costs of construction, construction period interest costs, costs of architects and engineers, and other similar costs and expenses incurred by way of expansion to the Treatment Plant.
- e. *City or Cities* means Hyrum City or Millville City or any other city that becomes a party to this agreement.
- f. *Code* means the Utah Code Annotated.
- g. *Collection System* means the wastewater collector and interceptor pipeline system of each City that is owned and operated, or will be owned and operated, exclusively by the City, separate and apart from the Treatment Plant, including service laterals, manholes, pump stations, flow-measuring devices and related appurtenances.
- h. *Expansion* means the construction that is to occur in order to accommodate the additional wastewater treatment operations.
- i. *Fiscal Year* means the period of twelve (12) consecutive months commencing on July 1 and ending on June 30 of the following year.
- j. *Force Majeure* means acts of God, strikes, lockouts, or other industrial disturbances, an order from an authorized governmental entity, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, explosions, arrests, civil disturbances, accidents/breakage to machinery or the Treatment Plant, or the partial or complete inability of either City to properly operate the Treatment Plant on account of any other cause not reasonably within the control of either City.
- k. *Governing Body* means the duly elected mayor and city council for HYRUM and/or MILLVILLE. Governing Body may refer to the Governing Body of either City.
- l. *Treatment Plant* means a wastewater treatment facility, including without limitation all screens, chambers, pumps, clarifiers, filters, digesters, basins, interconnecting pipes, outfall lines, transfer structures, and other related equipment and facilities, that the Cities will jointly own, use, and maintain as directed by the terms of this Agreement.

m. *Treatment Plant Site* means the real property on which the Treatment Plant is located.

Section 1.2 Constructions. This Agreement, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- a. Definitions include both singular and plural;
- b. Pronouns include both singular and plural and cover both genders; and
- c. The captions or heading of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision article or section of this Agreement.

ARTICLE II

PURPOSE AND TERMS OF THIS AGREEMENT

Section 2.1 Purposes. The purpose of this Agreement is to:

- a. Provide for the expansion, use, operation, and maintenance of the Treatment Plant for the mutual benefit of the Cities;
- b. Provide for a Sewer Treatment Plant board to govern matters regarding the expansion, use, operation, and maintenance of the Treatment Plant; and
- c. To provide for the establishment of a system for sharing the Operation and Maintenance Expenses of the Treatment Plant.

Section 2.2 Agreement Term. This Agreement shall be in full force and continue in effect for thirty (30) years from the date of execution hereof.

Section 2.3 Disposition of Property Upon Termination. Upon termination of this Agreement, title of the Treatment Plant and the Treatment Plant Site shall revert to the Cities according to each City's proportionate contributions to the Treatment Plant. All equipment purchased as a result of this Agreement will be divided in proportion to the respective contributions between the two Cities.

Section 2.4 No Interlocal Entity. This Agreement does not create an interlocal entity.

Section 2.5 Acceptance of Sewage Waste. Wastewater from both Cities shall be accepted at the Treatment Plant so long as the wastewater conforms to all requirements of federal and state law as well as the standards set by the Treatment Plant.

ARTICLE III

EXPANSION, USE, AND OWNERSHIP OF THE TREATMENT PLANT

Section 3.1 Expansion of the Treatment Plant. Each City shall be responsible for the total construction cost and expansion of the Treatment Plant. HYRUM shall pay 80% of the total cost of the Treatment Plant Expansion, and MILLVILLE shall pay 20% of the total cost of the Treatment Plant Expansion.

Section 3.2 Ownership of the Treatment Plant. Prior to entering into this Agreement, the Treatment Plant was entirely owned by HYRUM. By execution of this Agreement, HYRUM hereby agrees to sell and convey 20% of the total Treatment Plant to MILLVILLE and MILLVILLE hereby agrees to purchase and acquire 20% of the total Treatment Plant. In order to purchase 20% of the Treatment Plant and pay 20% of the Expansion, MILLVILLE shall pay four dollars and fifty cents (\$4.50) per month per equivalent residential unit (ERU) on its Collection System which funds shall be applied directly to the financing bond for purposes of the expansion in the amount of seven hundred two thousand four-hundred dollars (\$702,400.00), plus applicable interest as determined by the USDA. If the financing Bond is paid, in full, by other means prior to MILLVILLE meeting this obligation, the unpaid portion owed by MILLVILLE shall be paid directly to HYRUM. Additionally, MILLVILLE shall make payments of five dollars (\$5.00) per month per ERU from MILLVILLE's Collection System for a period of thirty (30) years. Ownership of the Treatment Plant is based upon an estimate of ERUs in each City.

Section 3.3 Ownership of the Treatment Plant Site. The Treatment Plant Site shall at be proportionately owned based on the respective contributions by each of the Cities. HYRUM shall own and shall be liable for 80% of the Treatment Plant Site and MILLVILLE shall own and shall be liable for 20% of the Treatment Plant Site, which proportions may be modified based on additional contributions by either City and further written agreement.

Section 3.4 Ownership of Pump Station. HYRUM owns and operates a pumping station situated on the Treatment Site that uses Treatment Plant effluent to supply water to an irrigation system. The Pump Station and its discharge, along with thee effluent from the Treatment Plant, is owned entirely by HYRUM. MILLVILLE shall have no claim of ownership or liability to the Pump Station or its discharge.

Section 3.5 Right to Use the Treatment Plant. Each City shall maintain the right and authority to connect their Collection Systems to the Treatment Plant and thereby cause the sewage and wastewater from their residents and customers to be transmitted. Each City shall maintain the right and authority to use their proportionate share of the total wastewater capacity of the Treatment Plant. In the event that use by either City exceeds its proportionate share of the total wastewater capacity of the Treatment Plant, that City shall be required to compensate the other City for its increased flow, provided that both Cities agree to such increased use. In the event wastewater from the aggregate of both Cities exceeds the capacity of the current Treatment Plant, the Cities shall immediately consider expanding the Treatment Plant in order to accommodate the increased use. It is anticipated that other users may contract to use the Treatment Plant. In that event, such use shall be

evidenced by a written agreement (the "Use Agreement"). Such Use Agreement shall provide that use of the Treatment Plant by other entities shall not diminish the respective capacities of the Cities herein. In the event the use of the Treatment Plant by other entities impinges upon the respective capacities of the Cities, then the Use Agreement shall require an expansion of the Treatment Plant, which expansion shall be funded either through up front capital payments or through increased user fees. Such Use Agreement may contain other provisions and protections that the Cities deem necessary and appropriate.

Section 3.6 Option to Expand Plant. MILLVILLE and HYRUM agree that additional Cities may join in the Treatment Plant operation and ownership. The minimum ownership allowed under this Agreement shall be twenty percent (20%). No City shall proportionally own the Treatment Plant unless it purchases at least twenty percent (20%) equity in the Treatment Plant. An additional agreement shall be drafted between HYRUM, MILLVILLE, and the new City seeking to acquire ownership.

ARTICLE IV

OPERATION AND MAINTENANCE OF THE FACILITY

Section 4.1 Sewer Treatment Plant Board Created. A Sewer Treatment Plant Board (the "Board") shall be created for the purposes of monitoring hookups, monitoring each City's use of the total wastewater capacity of the Facility, adopting policies and procedures, approving revenues and expenditures, and any other matters affecting the operation of the Treatment Plant.

a. *Number of Representatives.* The Board shall consist of five (5) members, four (4) of whom shall be representatives from HYRUM, and one (1) of whom shall be a representative from MILLVILLE. The number of Representatives of the Board may be increased based upon the admission of additional owners or adjusted ownership ratios. Representation on the Board shall be proportionate to ownership.

b. *Selection of Treatment Plant Board Members.* The Governing Body of each City shall select and approve representative(s) to serve on the Sewer Treatment Plant Board. Each City shall determine the manner and duration of service for each representative

c. *Removal or Disability.* A City may remove from the Board its representative(s) with or without cause. In the event of resignation or removal, a successor shall be timely appointed.

Section 4.2 Duties of Treatment Plant Board. The Board shall govern the operation, maintenance and improvement of the Treatment Plant. The Board shall be responsible for hiring qualified personnel to operate, maintain, and improve the Treatment Plant, including the Treatment Plant manager ("Manager"). The Manager shall report directly to the Board. The Manager shall be an ex-officio member of the Board and shall advise the Board as to matters before it. The Board shall be responsible for developing and adopting policies and procedures to ensure efficient operation of the Treatment Plant. The Treatment Plant employees, including the Manager, shall be employees of HYRUM. With respect to the policies governing the employees of the Treatment Plant, HYRUM shall retain full discretion to review and approve such policies.

Section 4.3 Operation of the Treatment Plant. The Board and Manager shall be responsible for the operation of the Treatment Plant pursuant to the terms of this Section.

a. *Management of the Treatment Plant.* The Board and the Manager shall have the responsibility for the day-to-day management of the Treatment Plant.

b. *Operation and Maintenance.* The Board and the Manager shall be responsible for the operation and maintenance of the Treatment Plant in such manner that the operating efficiency thereof complies at all times with the standards set by Federal, State, and local laws and regulations.

c. *Compliance with Law.* The Board and Manager shall make reasonable efforts to prevent a shutdown or bypass of the Treatment Plant, or an imposition of penalty by a governmental authority because of a failure to comply with applicable Federal, State or Local laws or regulations. If the Board and Manager have made such reasonable efforts, but notwithstanding such effort there is a penalty or requirement imposed by a government authority of competent jurisdiction, the penalty or cost of compliance shall be considered a part of the operation and maintenance expense of the Treatment Plant.

d. *Insurance.* The Cities agree to obtain and maintain insurance on the Treatment Plant, including without limitation worker's compensation insurance and public liability insurance in such amounts and to such extent as is customarily carried by other operating facilities of the same type as the Treatment Plant. The cost of such insurance will be considered an Operation and Maintenance Expense, meaning all insurance expenses shall be accounted for in the Annual Budget of the Treatment Plant. In the event of any loss or damage to any part of the Treatment Plant, available insurance proceeds shall be used to restore or replace the portion of the Treatment Plant that is lost or damaged. The Treatment Plant shall reimburse HYRUM for the worker's compensation insurance expense for the employees employed at the Treatment Plant.

e. *Expenditures.* The Board and Manager shall use best efforts to operate within the established Annual Budget, and shall make no expenditure or incur obligations in excess of the amounts established in the Annual Budget without following established procedure to amend the Annual Budget.

f. *Collections.* Each month, the Board and Manager shall collect from HYRUM, 80% or HYRUM's proportionate share of the Operation and Maintenance Expenses and will apply those payments against the Annual Budget. Each month the Board and Manager will collect from MILLVILLE, 20% or MILLVILLE's proportionate share of the Operation and Maintenance Expenses and shall apply those payments against the Annual Budget. In the event the actual use of one City exceeds its proportionate ownership share of the capacity of the Treatment Plant, then the City whose use exceeds its ownership share shall pay that larger proportion of the Operation and Maintenance Expenses.

g. *Rate Study Process.* Unless the Cities agree otherwise, the Board shall periodically institute a ratio/rate study to factor in leaking sewer mains or manholes that allow inflow of storm water or ground water into the Collection Systems and Treatment Plant. The study shall address

those forms of contribution to ensure that the wastewater rates and ratios are not unfairly calculated against either City.

h. *Records Maintenance.* The Board and Manager shall maintain accurate and detailed records relating to the Treatment Plant, including without limitation flow-measuring records, materials, and supplies. The Board and Manger will make those records available for inspection at reasonable times to the Governing Body of each City.

i. *Annual Budget Preparations.* On April 1st of each year, the Board shall prepare an Annual Budget for the upcoming fiscal year. The Board shall provide a copy of the Annual Budget to each City. If they deem it pertinent, each City and the Board will make recommended changes to the Annual Budget. In the event the Cities and the Board are unable to mutually agree on the Annual Budget, the budget shall be passed by a majority vote of the city council with majority of board members.

j. *Uniformity of Fees.* Initially, the Base Rate for each City shall be twenty-two dollars and thirty-six cents (\$22.36) per month per equivalent residential unit (ERU). For equitable and efficient operation of the Treatment Plant, the Cities shall maintain equal and uniform Base Rates. Yearly review of the Bases Rate shall occur in conjunction with the approval of the of the annual Budget. The Board shall determine and suggest to each Governing Body a Base Rate adjustment, if any. In the event one or both of the Cities' Governing Body rejects the proposed Base Rate adjustment, the Board shall review the rejected rates and make a revised proposed Base Rate adjustment and again present the Base Rate adjustment to each City. If one or both of the Cities rejects the revised proposed Base Rate adjustment, the proposed Base Rate shall be approved by a majority vote of the city council with the majority of board members. All commercial surcharges for BOD, TSS, and Phosphorus are to be remitted to the Treatment Plant.

k. *Pre-Treatment Requirements.* It shall be the responsibility of each City to implement all of the Pre-Treatment Requirements under federal, state, and local laws and regulations prior to wastewater entering into the Treatment Plant. The Cities agree to grant appropriate enforcement authority to the Board and Plant Manager, to act as the agent and representative to enforce pre-treatment requirements in conjunction with operation of the Cities' sewer Collection Systems. This includes the ability and legal authority to impose fines, penalties, and other actions as necessary to assure the integrity and safe operation of the sewage treatment system. The enforcement authority granted to the Board and Manager by HYRUM and MILLVILLE does not relive the Cities from their enforcement responsibilities pursuant to this Agreement and federal, state and local laws and regulations.

ARTICLE V

CHARGES FOR OPERATION AND MAINTENANCE EXPENSES

Section 5.1 Sharing of Expense. All Operation and Maintenance Expenses shall be shared proportionately between HYRUM and MILLVILLE in accordance with Sections 4.3(f) above; to wit:

HYRUM shall be responsible for 80% of all Operation and Maintenance Expenses, and MILLVILLE shall be responsible for 20% of all Operation and Maintenance Expenses.

Section 5.2 Payment to the Treatment Plant. The Treatment Plant shall provide an invoice to each City, on a monthly basis, for the proportionate share of Operation and Maintenance Expenses. Invoices shall be due and payable within 20 days of receipt. Should a City fail to remit payment within ten (10) days after the due date, the unpaid balance shall bear interest at a rate of one percent (1.0%) per month, until paid in full. Delinquent payments shall be applied first to interest and then to principal.

Section 5.3 Treatment Plant Reserves. HYRUM currently maintains a reserve for repairs or unexpected expenses. MILLVILLE hereby agrees to maintain sufficient funds proportionally equal to that of HYRUM. The Cities agree that financial reserves, when possible, should be maintained in the event the Treatment Plant needs additional resources to continue operations. The Board shall determine a prudent amount of reserves and shall include the reserve amount in its Annual Budget. Impact fees and excess revenue will be held as part of this reserve by the Treatment Plant.

ARTICLE VI

GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1 Intermunicipal Wastewater Treatment Plant Operating Agreement. Each City covenants that this Agreement shall be filed with its recorder.

Section 6.2 HYRUM Representations. HYRUM represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into transactions contemplated by this Agreement and to carry out all obligations hereunder. HYRUM represents and warrants that its Governing Body has taken all actions required by law to approve and authorize the execution of this Agreement on behalf of HYRUM.

Section 6.3 MILLVILLE Representations. MILLVILLE represents and warrants that it is a political subdivision of the State of Utah and is authorized to enter into transactions contemplated by this Agreement and to carry out all obligations hereunder. MILLVILLE represents and warrants that its Governing Body has taken all actions required by law to approve and authorize the execution of this Agreement on behalf of MILLVILLE.

Section 6.4 Joint Cooperation. Each City agrees to cooperate with the other City in the planning of future capital improvements to the Treatment Plant and/or in the construction of new treatment facilities for their joint use. Any capital improvements or new construction shall be subject to the provisions of separate written agreement between the Cities.

Section 6.5 Adoption of Ordinances. Each City agrees to adopt and enforce such ordinances and/or resolutions as are necessary to accomplish the purposes of this Agreement. Whereas HYRUM has been operating the Treatment Plant, it has adopted several ordinances with respect to the operation of the Treatment Plant. Accordingly, MILLVILLE agrees to adopt ordinances

that equal or exceed the standards of HYRUM, and are compliant with Federal, State, and Local laws and regulations.

Section 6.6 No Litigation. Each City represents and warrants that there is no litigation or legal or governmental action, proceeding, inquiry, or investigation pending or threatening to which the City is a party or to which any of its property is subject which if determined adversely to the City, would individually or in the aggregate (i) affect the validity or the enforcement of this Agreement, (ii) otherwise materially adversely affect the ability of that City to comply with its obligations under this Agreement or the transactions contemplated by this Agreement.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Assignment. Neither City may assign any interest herein without consent of the other City that is a party to this Agreement. The terms of this Agreement shall inure to the benefit of and be binding upon the respective representatives and successors of each of the Cities.

Section 7.2 Counterparts. This Agreement may be executed in several counterparts, any one of which shall be regarded for all purposes as one original. Each City agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

Section 7.3 Entire Contract. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof and constitutes the entire contract between the Parties concerning the ownership, use, operation, and maintenance of the Treatment Plant.

Section 7.4 Amendment. This Agreement shall not be modified or amended except in writing, which writing will be signed by the duly authorized representatives of each of the Cities.

Section 7.5 Breach/Attorney Fees. In the event of a dispute that the Cities cannot amicably resolve, a court of competent jurisdiction in Utah, may be used to resolve the dispute. The prevailing City in any litigation, or any other alternative dispute resolution method, to interpret and/or enforce the provisions of this Agreement shall be entitled to an award of reasonable attorney's fees and costs, in addition to other available relief. Other than as expressly provided in this Agreement, no breach of this Agreement shall entitle any City to unilaterally cancel, rescind or terminate this Agreement; but such limitations shall not affect in any manner any other rights or remedies which either City may have by reason of any such breach.

Section 7.6 Severability. Whenever possible each provision of this Agreement shall be interpreted in such a manner as to be valid; but, if any provision of this Agreement is held by a court of competent jurisdiction, in a final judicial determination, to be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provision of this Agreement. Notwithstanding the foregoing, however, should such judicially determined invalidity of any

provision of this Agreement frustrate the intended purpose of the member entities, as expressed herein, such invalidity will cause this Agreement to be terminated, with the Cities, to the extent possible to be restored to the status quo as though this Agreement had not been signed.

Section 7.7 Force Majeure. In the event that by reason of force majeure either City is rendered unable to wholly or in part carry out its obligations under this Agreement, other than the obligation of each City to make payments required hereunder, such City shall give notice of the details and effect of such force majeure in writing to the other City within a reasonable time after the occurrence of the event or cause relied on, and the obligations of the City giving such notice, so far as they are affected by such force majeure, will be suspended during the continuance of the inability then claimed, and such City will use its best efforts to remove and overcome such force majeure.

Section 7.8 Governing Law. This agreement shall be governed by the law of the State of Utah.

DATED this 13 day of July, 2020

CITY OF HYRUM

Stephanie Miller
By: Stephanie Miller
Its: Mayor

ATTEST:
Stephanie Fricke
Stephanie Fricke, City Recorder

DATED this 9th day of July, 2020

CITY OF MILLVILLE

David Hair
By: David Hair
Its: Mayor

ATTEST:

Cory Twedt
Cory Twedt, City Recorder



Councilmember Assignments 2023

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