



NIBLEY CITY COUNCIL MEETING AGENDA
Thursday, October 20, 2016 – 6:30 p.m.
Nibley City Hall 455 West 3200 South, Nibley, Utah

1. Opening Ceremonies (Mayor Dustin)
2. Call to Order and Roll Call (Chair)
3. Approval of Minutes and Agenda (Chair)
4. Public Comment Period¹ (Chair)

5. Discussion and Consideration of Renaming Nibley Park
6. Discussion and Consideration of an Interlocal Wastewater Agreement with Millville City

7. Council and Staff Reports

Adjourn Meeting

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE, PLEASE CALL 752-0431 A MINIMUM OF 24 HOURS BEFORE THE MEETING.

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



Nibley City Council Agenda Report for October 20, 2016

Agenda Item #5

Description	Discussion and Consideration of Renaming Nibley Park
Department	City Council and Parks Department
Presenter	Shaun Dustin, Mayor
Sponsor	n/a
Applicant	n/a
Background	As Nibley City has embarked upon updating its Parks Master Plan this year, one of the items of discussion that has arisen is the formal naming of City parks. The City's oldest park, located at approximately 300 West 3200 South, has been referred to as simply Nibley Park, while the City's two other major parks are named after former Nibley residents Virgil Gibbons and Elwood Morgan. Mayor Dustin proposes the council consider officially renaming Nibley Park.
Recommendation	Discuss and consider a proposed name change.
Financial Impact	If the name is changed, it is anticipated that a sign or two would be constructed with the new name. Depending on the design of the sign, the cost of signage could vary. If the design is similar to the wooden signs at other parks, the cost is expected to be less than \$500. In addition, other similar signs around the city have often been constructed and donated as part of Eagle Scout projects, which could potentially be the case with signs for this park as well.
Reviewed By	Mayor, City Manager

Agenda Item #6

Description	Discussion and Consideration of an Interlocal Wastewater Agreement with Millville City
Department	City Council and Sewer Department
Presenter	David Zook, City Manager and Justin Maughan, Public Works Director
Sponsor	n/a
Applicant	n/a
Background	<p>On June 9 of this year, the City Council conducted its first review of this agreement. At that time, direction was given to continue negotiations with Millville City regarding Section 8 of the agreement and to bring a revised version back to the Council at a future meeting. The primary point of discussion was regarding the potential buyout cost to Nibley if Nibley were to purchase Millville's wastewater capacity back from them at some future date. The original version of the agreement proposed that Nibley pay Millville the cost to replace the capacity. The revised agreement changes that section to say that Nibley would pay Millville their original cost paid for the expanded capacity in our system. That original cost was \$79,416.00.</p> <p>Some other changes that were made since the last time the Council saw this agreement included fixing a couple of typos and making some changes to Section 3. Those changes include adjusting the frequency of inspections on the meter from twice yearly to once per year, as well as addressing the cost for installation of the electrical service for the meter, which is proposed to be paid for by Nibley initially, with Millville reimbursing Nibley for half the cost once the meters starts being used.</p> <p>The following is a review of the additional background on the agreement. In the year 2000, the cities of Nibley and Millville entered into an interlocal agreement with each other regarding the shared use of Nibley's sewer system. The plan was for Millville to eventually construct a sewer collection system, at which time it would use portions of Nibley's system to convey wastewater to Logan for treatment. As part of the agreement, Millville paid for upsizing of portions of Nibley's sewer system to ensure adequate capacity would be available to convey wastewater from both cities at the time Millville connected. Although Millville has not yet installed a citywide sewer system, the new Ridgeline High School has being sewerred and connected to Nibley's system. In order to facilitate that connection and account for associated costs, a revised agreement has been drafted between the two cities.</p> <p>Some key aspects of the agreement are:</p> <ol style="list-style-type: none">1. Costs for modification, maintenance, improvements and repairs to the common components will be shared.2. Millville can still connect the rest of its city to the system in the

	<p>future, at its cost, if Millville is sewerred.</p> <ol style="list-style-type: none"> 3. A meter has been installed by Millville to measure flows between the cities. 4. Ownership and responsibility of each city's segments of the system is addressed. Maintenance of the limited Millville system is proposed to be conducted by Nibley staff at this time, with costs reimbursed by Millville, until such time that Millville has a licensed sewer technician on staff. 5. Operational expenses are to be shared based on proportionate use of the system. 6. If Millville never installs a sewer, it will still pay Nibley for its share of the system, even if it never fully uses that capacity. 7. Nibley will pay Logan for treatment services and charge Millville for its share of those costs. 8. If Nibley were to change treatment providers, Millville could come with Nibley to its new treatment location or continue to use Logan for wastewater treatment. If the two cities decided to use separate treatment providers, Millville would have to construct its own lines to connect to Logan City and Nibley would purchase back the existing capacity Millville owns in the current system. This is the portion of the agreement that has been clarified since the last review.
Recommendation	Provide staff with direction on any proposed changes and/or make a motion to approve the agreement.
Financial Impact	Costs paid by Millville to Nibley are expected to be minimal initially due to the fact that only two facilities will be connected - the high school and seminary building.
Reviewed By	Mayor, City Manager, Public Works Director, City Attorney, Millville City, Logan City

INTERCITY WASTEWATER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the CITY OF NIBLEY, hereinafter “NIBLEY”, and the CITY OF MILLVILLE, hereinafter “MILLVILLE”:

WITNESSETH:

WHEREAS, NIBLEY operates and maintains a citywide municipal wastewater collection system; and

WHEREAS, MILLVILLE does not currently have a citywide municipal wastewater collection system; and

WHEREAS, NIBLEY’s wastewater transmission system is located between MILLVILLE and Logan City, which has a wastewater treatment facility, presently capable of handling and treating the wastewater generated by NIBLEY and MILLVILLE; and

WHEREAS, infrastructure and legal agreements are in place to accept and transport wastewater for treatment; and

WHEREAS, Logan City has expressed its desire to have MILLVILLE operate under NIBLEY’s treatment agreement with Logan City; and

WHEREAS, MILLVILLE CITY has determined it would be more cost-efficient and advisable for MILLVILLE to transport wastewater collected by its own wastewater collection system through a portion of NIBLEY’s wastewater collection system for delivery to a treatment facility; and

WHEREAS, NIBLEY and MILLVILLE agreed in an INTER-CITY SEWAGE SYSTEM COST REIMBURSEMENT AGREEMENT, originally dated August 3, 2000, and amended December 2, 2004, to cooperate in the costs of constructing and maintaining certain components of NIBLEY’s wastewater collection system, which were constructed with an excess capacity in order to be utilized by MILLVILLE at some future date to transport wastewater from MILLVILLE for treatment; and

WHEREAS, the components of NIBLEY’s wastewater system shared with MILLVILLE include an interceptor or trunk line through NIBLEY, built from 2900 South Street, west of the Blacksmith Fork River, to and along 2600 South Street and leading to and including a lift station, and an enlarged force main pipeline which connects from the referenced pump station to the connection with treatment systems. All of said components were constructed and installed as part of the Nibley Wastewater Project, begun in the year 2000, hereinafter sometimes referred to as the “COMMON SEWER SYSTEM IMPROVEMENTS”.

WHEREAS, MILLVILLE has paid NIBLEY its share of the cost, according to the 2004 agreement, to construct said COMMON SEWER SYSTEM IMPROVEMENTS and is entitled to use the excess capacity therein once wastewater collection facilities are constructed in MILLVILLE; and

WHEREAS, although MILLVILLE has not yet implemented a citywide wastewater system, construction is underway to install wastewater collection infrastructure on the western extreme of MILLVILLE, intended to serve the newly constructed Ridgeline High School and a small number of structures in MILLVILLE, which are expected to begin collecting wastewater in 2016.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter stated to which each party hereby binds and commits itself, it is agreed as follows:

1. Modification, Maintenance, Capital Improvements, and Repair of COMMON SEWER SYSTEM IMPROVEMENTS. Any modification to the referenced, COMMON SEWER SYSTEM IMPROVEMENTS, and all maintenance, replacement, capital improvements to and repair costs for the referenced COMMON SEWER SYSTEM IMPROVEMENTS shall be shared and paid for by each party according to each city's prorated share of the cost for the original construction of the COMMON SEWER SYSTEM IMPROVEMENTS. Operational expenses shall be shared and paid by each party as stated in paragraph 5.A., below.

2. Utilization by Millville of the COMMON SEWER SYSTEM IMPROVEMENTS. MILLVILLE anticipates that, in the future, it will, upon obtaining necessary approvals and financing, design, construct, and install a citywide wastewater collection system within its corporate limits, at its sole cost and expense, including the necessary trunk line or lines extending from the collection system to a point agreed upon by both parties where a measuring device or devices will be installed and connection will be made to the common sewer interceptor or trunk line along 2600 South Street in NIBLEY. MILLVILLE shall be obligated to install at its own expense such gravity wastewater lines, pump stations, pressure wastewater lines, and all other related appurtenances as are determined necessary and appropriate in order to construct and install its own wastewater collection system within its corporate limits.

3. Wastewater Meters. Wastewater Meters or other measuring devices installed at the connection points for MILLVILLE's wastewater collection system on the enlarged wastewater interceptor line, shall be purchased, installed and paid for by MILLVILLE. However, they shall be turned over to and owned and maintained by NIBLEY, after acceptance of them by NIBLEY, with MILLVILLE agreeing to pay or reimburse NIBLEY for all reasonable costs to operate, maintain, repair, and/or replace said devices. MILLVILLE shall have the right to verify the costs of maintenance and repair as well as verify the meter readings and the working order of the devices at any time. At such time that NIBLEY begins using said meters to measure wastewater flow from MILLVILLE, NIBLEY shall contract with an independent, third-party to verify the accuracy of said meters at least annually, with MILLVILLE agreeing to pay or reimburse NIBLEY for the costs of such testing. Said meters must be installed by MILLVILLE so as to be compatible with NIBLEY's telemetry system. The power supply for this meter will be

used by both NIBLEY and MILLVILLE. NIBLEY shall pay the initial costs to install electrical power to the site, which is estimated to be approximately \$10,000. At such time that NIBLEY begins using the wastewater meter to measure wastewater flow from MILLVILLE, MILLVILLE shall pay NIBLEY for half of the cost to install the electrical power service.

4. Ownership/Maintenance/Connections - Millville's Wastewater System. It is agreed that all lines and other wastewater-related appurtenances upstream from metering device(s) referenced in the last paragraph, which are not a part of the NIBLEY wastewater system, nor that used in common by NIBLEY and MILLVILLE shall be solely owned and maintained by MILLVILLE. However, until such time that MILLVILLE hires the necessary licensed staff to perform such maintenance, MILLVILLE desires to contract with NIBLEY to have NIBLEY's licensed wastewater technicians perform such maintenance. The cost for such maintenance shall be billed at actual cost to MILLVILLE. Notwithstanding any maintenance of MILLVILLE's wastewater system that may be provided by NIBLEY staff, MILLVILLE shall remain responsible for regulatory compliance of MILLVILLE's Wastewater System, including maintaining necessary permitting or approvals for operation of MILLVILLE's system from any and all regulatory agencies.

5. Payments to Nibley. MILLVILLE shall pay to NIBLEY for the perpetual right to access and use the referenced COMMON SEWER SYSTEM IMPROVEMENTS and related appurtenances the following sums:

A. Pro-rata Share of Expenses. The referenced COMMON SEWER SYSTEM improvements were installed so as to create excess capacity, which MILLVILLE shall be entitled to access and use once it constructs and installs a wastewater collection system within its corporate limits. Because the common sewer system improvements have been enlarged for this purpose, MILLVILLE agrees to pay a proportional share of capital improvement, modification, repair, replacement, and maintenance expenses incurred in connection with said improvements, based upon the percentages stated in paragraph 1, above, notwithstanding the fact that MILLVILLE is not actually fully utilizing the referenced improvements, currently, and that it will only be collecting wastewater from a small portion of its city initially. Because said improvements have been designed and were constructed and installed with excess capacity for MILLVILLE, MILLVILLE understands and agrees that it shall be required to pay its proportional share of the expenses as contemplated in paragraph 1, above, in order that MILLVILLE pays for the additional expenses associated with the creation and maintenance of such excess capacity. At the present time, the primary operational expense that is expected to be incurred will be for electricity to run the pump station, and NIBLEY agrees to pay all of the expenses incurred for electricity until such time that MILLVILLE connects to the common sewer system improvements and begins utilizing the same. At that time, payment for the electricity used by the pump station shall be prorated and paid by each party based on the actual proportional usage made by each party of said pump station.

In order to serve the new Ridgeline High School, MILLVILLE has installed a limited system to convey wastewater across the 2600 South bridge to a newly-installed wastewater metering station at SR165 and 2600 South, which connects to the 2600 South trunk line. Because the initial wastewater flow amounts are expected to be limited, due to only a small

portion of MILLVILLE being initially sewered, flow rates from MILLVILLE shall be calculated based upon culinary water meter readings from each of the buildings connected to the wastewater collection system. In the case that any of these buildings might use culinary water for outside irrigation, wintertime culinary water meter readings may be used to calculate the year-round wastewater flow rate. At such time that this limited collection system is expanded to the point that wastewater flow reaches a minimum flow that can be accurately measured by MILLVILLE's wastewater metering station, this agreement shall be revisited and revised as necessary.

B. Capital Improvements-Upgrading. Capital improvement costs for repair, replacement, or maintenance of the referenced, COMMON SEWER SYSTEM IMPROVEMENTS shall also be shared on the basis of the percentages contemplated in paragraph 1, above.

6. Millville's Continuing Obligation. It is understood and agreed that in the event Millville determines not to or is unwilling to construct and install a wastewater collection system within its corporate limits and therefore does not utilize the referenced, COMMON SEWER SYSTEM IMPROVEMENTS, MILLVILLE shall remain obligated for and liable to pay all amounts required by this Agreement, whether for initial construction and installation or subsequent maintenance, replacement, and repair.

7. System Responsibility. Each party shall be responsible for their own collection system and trunk lines, and each agrees to indemnify and hold the other harmless for loss, damage, or claims of any kind arising from their own acts or neglect; and, each shall hold the other harmless from any debt or other payment obligation, treatment or collection problems, concerns, or liabilities, it being the express intention of the parties that each shall be responsible for their own wastewater collection systems and all claims and liabilities for which each is responsible whether under the terms of this Agreement or otherwise resulting from their own acts or neglect.

8. Agreement with Logan for Treatment Services. MILLVILLE shall be fully responsible for negotiating a Wastewater Treatment Service Agreement with Logan City so as to enable MILLVILLE to utilize the referenced, COMMON SEWER SYSTEM IMPROVEMENTS. Any inability or failure of MILLVILLE to so negotiate such a treatment services agreement shall not affect MILLVILLE's responsibilities for initial and on-going payments as required hereunder. However, with approval from Logan City, MILLVILLE may pay NIBLEY for MILLVILLE's pro-rata share of the costs from Logan City to treat wastewater transported through NIBLEY, with such costs being calculated as contemplated in paragraph 5.A. above. In the event that NIBLEY elects to change treatment providers or operate its own treatment facility, MILLVILLE may elect to either construct its own infrastructure at MILLVILLE's cost to continue to deliver wastewater to Logan, or MILLVILLE may continue to share NIBLEY's collection infrastructure and shall enter in an agreement with the new treatment facility for treatment of MILLVILLE's wastewater. Any costs related to MILLVILLE's decision to pursue either of these options shall be paid by MILLVILLE. In the event that MILLVILLE elects to treat its wastewater at a different location than NIBLEY, NIBLEY may purchase the

capacity in the COMMON SEWER SYSTEM IMPROVEMENTS reserved for MILLVILLE. The cost will be based upon the original amount paid by MILLVILLE to construct the COMMON SEWER SYSTEM IMPROVEMENTS.

9. Effective Period. This Agreement shall remain in effect until otherwise terminated by mutual agreement of the parties.

10. Payment Due Date. All amounts due to NIBLEY from MILLVILLE shall be billed on an annual basis to MILLVILLE by NIBLEY; and MILLVILLE shall pay all amounts due within thirty (30) days of the billing statement date. Any amounts not paid within said thirty (30) day period shall bear interest at the rate of one percent (1%) per month from the thirty-first (31st) day after said billing statement date until paid.

11. Damages and Expenses. All costs, damages and expenses (including but not limited to attorney’s fees and the reasonable value of equipment and employee time) incurred by a non-breaching party in enforcing the terms and provisions of this Agreement, whether by filing suit or otherwise, because of a default or a breach by the breaching party to this Agreement or its residents’ failure to abide by this Agreement or failure to comply with applicable rules and ordinances regulating discharge of materials into the sewage collection system, shall be born and paid by the breaching party.

CITY OF NIBLEY

ATTEST:

By _____
Its Mayor

City Recorder

CITY OF MILLVILLE

ATTEST:

By _____
Its Mayor

City Recorder

APPROVED AS TO FORM:

Nibley City Attorney

Millville City Attorney