



NIBLEY CITY COUNCIL MEETING AGENDA
Thursday, June 8, 2017 – 6:30 p.m.
Nibley City Hall 455 West 3200 South, Nibley, Utah

1. Opening Ceremonies (Councilman Jacobsen)
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 an Interlocal Agreement with Logan City for Dispatch Services
6. Discussion and Consideration of Resolution 17-08: A RESOLUTION APPOINTING TEMPORARY JUDGES TO THE JUSTICE COURT
7. Discussion and Consideration of Resolution 17-06: A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR FISCAL YEAR 2016-17, ADOPTING THE BUDGET FOR THE VARIOUS FUNDS OF NIBLEY CITY AND OTHER BUDGETARY MATTERS FOR FISCAL YEAR 2017-18 AND ADJUSTING CERTAIN FEES AND PAYMENTS FOR SERVICES (Third Reading)

8. 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 (435) 752-0431 AS SOON AS POSSIBLE 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
June 8, 2017**

Agenda Item # 5

Description	Discussion and Consideration of an Interlocal Agreement with Logan City for Dispatch Services
Department	City Council and Public Safety
Presenter	David Zook, City Manager
Background	<p>Until 1996, 911 Emergency Dispatch Services were provided by Cache County. In 1996, Logan City entered into interlocal agreements with Cache County and the cities in the County, including Nibley, under which Logan City agreed to provide emergency dispatch services. That agreement is more than 20 years old now Logan City has requested that all of the partner cities adopt an updated interlocal agreement.</p> <p>The following are some key aspects of the agreement:</p> <p>Section 2. Services: The agreement covers 911 and other dispatch and communication services for law enforcement, fire, emergency medical and other emergency functions.</p> <p>Section 3. Assessments for Operating Costs: The fee will remain at \$3 per month per household or commercial site. This fee covers the cost for the 911 system, dispatching, record and recording services, and radio services, as well as costs for buildings, land, data systems, equipment, utilities, insurance, administrative costs and financial services.</p> <p>Section 5. Withdrawal: The City may withdraw upon giving 6 months of notice to Logan. Logan may only withdraw if laws change that would prevent Logan from providing the services.</p> <p>6. Records Confidentiality: Logan is required to keep confidential information obtained through the dispatch center private.</p> <p>7. Resolutions and 8. Cooperation: Nibley is required to take action to carry out the terms of the agreement.</p> <p>9. Term: The initial term is 5 years, with automatic 1-year extensions thereafter.</p>
Recommendation	Make a motion to enter into the revised agreement.
Financial Impact	The \$3 per residents/business fee amounts to approximately \$60,000 per year in revenue that is collected on Nibley utility bills and forwarded to Logan City.
Reviewed By	City Manager

Agenda Item # 6

Description	Discussion and Consideration of Resolution 17-08: A RESOLUTION APPOINTING TEMPORARY JUDGES TO THE JUSTICE COURT (First Reading)
Department	Justice Court
Presenter	David Zook, City Manager
Background	<p>From time to time, the Nibley City Justice Court requires the services of a temporary judge to fill in due to conflicts or unavailability of the permanent justice court judge. It is possible that a case might come before the Justice Court in which the judge might have a conflict due to personal knowledge he might have of a case or a party in a case. For example, if a family member or acquaintance of his gets a speeding ticket, he would have a conflict and would need to recuse himself from the case. In those instances, a temporary judge would need to sit in and handle the case for him.</p> <p>Utah Code § 78A-7-208 states that the governing body should make such appointments. It is proposed that the Justice Court Judges from Providence and Hyrum be appointed as temporary justice court judges.</p>
Recommendation	Advance the resolution to the second reading.
Financial Impact	This item is budget neutral. Historically, justice court judges have filled in for each other on a voluntary basis where they do not receive any additional compensation.
Reviewed By	City Manager, Justice Court Judge, Justice Court Clerk

Agenda Item # 7

Description	Discussion and Consideration of Resolution 17-06: A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR FISCAL YEAR 2016-17, ADOPTING THE BUDGET FOR THE VARIOUS FUNDS OF NIBLEY CITY AND OTHER BUDGETARY MATTERS FOR FISCAL YEAR 2017-18 AND ADJUSTING CERTAIN FEES AND PAYMENTS FOR SERVICES (Third Reading)
Department	City Council
Presenter	Shaun Dustin, Mayor David Zook, City Manager
Background	<p>The budget for the next fiscal year had presented to the public and City Council twice previously – first on May 4, 2017 and second on May 25, 2017. A public hearing was also held on May 25. Staff presented and reviewed various accomplishments, changes and proposals in the budget.</p> <p>State law requires the City Council to adopt the budget by the second meeting in June at the latest. The City Council intends to adopt the budget at its meeting on June 8, 2017 because the second June meeting that would normally have been held on June 15 was not scheduled for that week due to Heritage Days.</p> <p>Resolution 17-06 would adopt the budget for the next fiscal year, as well as make final adjustments to the current year budget.</p> <p>Approval of this resolution would increase the stormwater fee from \$6.75 to \$7.00 per month per residence and proposes to keep the property tax rate at its current rate of 0.001667. If Cache County certifies a tax rate lower than this rate, this rate will not become the final adopted rate until after the City holds a truth in taxation hearing on August 3. Cache County is expected to release the Certified Tax Rate in the days prior to this June 8 Council meeting.</p> <p>Minor changes to the budget have been made since its initial presentation.</p>
Recommendation	Provide staff with direction on any proposed changes and make a motion to adopt the budget resolution.
Financial Impact	The total City budget for the next fiscal year is proposed to be approximately \$8 million dollars. This is an increase from last year due mostly to the Firefly Park construction project, which will be nearly a half million dollar project. There is also more than 1 million dollars in the capital project fund and several large equipment purchases proposed.
Reviewed By	Mayor, City Manager, All Departments

INTERLOCAL AGREEMENT FOR DISPATCH SERVICES

This agreement is made and entered into by and between the City of Logan, a Municipal Corporation, hereinafter referred to as "LOGAN" and "NIBLEY CITY", hereinafter referred to as "USER" in this agreement.

This agreement is made and entered into by and between the parties based on the following recitals:

- A. WHEREAS the USER is in need of dispatch service, and;
- B. WHEREAS LOGAN is in a position to provide dispatch service, and;
- C. WHEREAS this agreement is made and entered into pursuant to the authority granted to the parties by the Utah Interlocal Cooperation Act as set forth in Chapter 13, Title 11, Utah Code Annotated, 1953 as amended, and Section 10-1-202, Utah Code Annotated, 1953 as amended, and;
- D. WHEREAS LOGAN is able to provide centralized dispatch services which the USER needs and is not necessarily able to reasonably provide separately.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties do hereby agree as follows:

1. PARTICIPATION:

The USER agrees to participate in the centralized communications center by and through this Interlocal Cooperation Agreement and in accordance with the terms and conditions found herein.

2. SERVICES:

LOGAN shall provide centralized dispatch and communications services to the USER including dispatch and communications services for law enforcement, fire, emergency medical functions, and other emergency governmental functions. In addition, LOGAN shall provide, or cause to be provided, the necessary administrative services required for the reasonable and appropriate implementation of centralized dispatch and communications services to provide service as described herein, including auditing, fiscal services, and other administrative services.

3. ASSESSMENTS FOR OPERATING COSTS:

- A. The USER shall be assessed for services received and the assessment shall be currently equivalent to \$3.00 (Three Dollars) per month per household or commercial site located within the USER'S boundaries. This assessment may be amended by LOGAN upon due notice to the USER. There will be the opportunity for the USER to appear before LOGAN with respect to the amount of the assessment.
- B. The USER shall be billed and required to make payments to LOGAN monthly for its assessments.
- C. The operating costs shall:
 - 1. Include at least the following categories:
 - a. 911 Services
 - b. Dispatch Services

- c. Record and Recording Services
 - d. Radio Services; and
 - e. Miscellaneous.
2. Include, but not be limited to lease payments, building or land acquisition or leases, building maintenance, data systems, equipment, utilities, insurance, administrative costs, and financial services.
- D. Any unencumbered funds remaining in LOGAN's operating budget at the end of the year will be held in LOGAN's reserve capital improvement and equipment funds for the operation of service.

4. CAPITALIZATION:

No initial contribution capital shall be required of the USER.

5. WITHDRAWAL:

The USER may withdraw during the initial term upon the adoption by the Cache County Council of a Resolution of Intention to Withdraw and upon the giving of written notice to LOGAN at least six (6) months prior to the end of LOGAN's fiscal year. Withdrawal by Resolution shall become effective on the last day of LOGAN's fiscal year in which notice of withdrawal is given.

LOGAN may withdraw during the initial term only in the event of changes in Utah laws or regulations that prevent or significantly impact LOGAN's ability to provide the Services described in section 2 of this Agreement, including LOGAN's ability to fund said Services from state and local resources. The effective date of a LOGAN withdrawal will be set to facilitate continuity in 911 Services but will not exceed six (6) months from the date of LOGAN's written notice of withdrawal.

6. RECORDS CONFIDENTIALITY:

LOGAN shall adopt a policy in accordance with applicable state law regarding the maintenance, dissemination, and retention of confidential records and information. The USER agrees to abide by the provision of that policy at all times during the term of this Agreement and after the termination of this Agreement and withdrawal of membership by the USER.

7. RESOLUTIONS:

The USER agrees to adopt such resolutions and take any required action as may be necessary and appropriate to carry into effect the terms of this Agreement.

8. COOPERATION:

The USER commits itself to render mutual cooperation to LOGAN and other users of the service provided by the terms of this Agreement and agrees to move towards standardization and unification of those functions relating to dispatch, communication services, emergency dispatching and other needed procedures.

9. TERM:

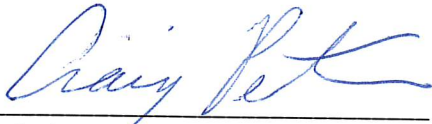
The term of this agreement shall be for five (5) years from the date of this Agreement. It shall continue in effect for one-year periods thereafter unless terminated by either party by giving the other party at least six (6) months written notice of termination prior to the other party's fiscal year end.

10. AUTHORIZATION:

The undersigned representative of the USER confirms his authority to execute this Agreement on behalf of the USER and the approval of this Agreement by the Cache County Council in a public meeting.

IN WITNESS WHEREOF, the parties hereto have each executed this Agreement in duplicate, each of which shall be deemed an original, on the 23rd day of May, 2017.

CITY OF LOGAN:



H. Craig Petersen
Logan City Mayor



Kymber Housley
Logan City Attorney

ATTESTED TO:



Teresa Harris
Logan City Recorder



NIBLEY CITY:

Shaun Dustin
Nibley Mayor

ATTESTED TO:

Nibley City Recorder

RESOLUTION 17-08

A RESOLUTION APPOINTING TEMPORARY JUSTICE COURT JUDGES

WHEREAS, from time to time, the Nibley City Justice Court requires the services of a temporary judge to fill in due to conflicts or unavailability of the permanent justice court judge; and

WHEREAS, Utah Code § 78A-7-208 grants authority to the City Council to appoint another justice court judge currently holding office within the same judicial district or an adjacent county, or a retired justice court judge appointed in accordance with rules of the Utah Supreme Court, to serve as a temporary justice court judge when the permanent judge is absent or disqualified.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Nibley, State of Utah, as follows:

Section 1. Appointment: Pursuant to Utah Code § 78A-7-208, the City Council hereby nominates and appoints the following judges to serve as temporary judges when their services may be required due to the absence or conflict of the Nibley City Justice Court Judge:

1. Judge Matthew Funk – Providence City Justice Court Judge
2. Judge Paul Larsen – Hyrum City Justice Court Judge

Section 2. Severability: If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution. All sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date: This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF NIBLEY CITY, STATE OF UTAH, THIS _____ DAY OF JUNE, 2017.

ATTEST:

City Recorder

Mayor

RESOLUTION 17-06

A RESOLUTION AMENDING THE BUDGET FOR VARIOUS FUNDS OF NIBLEY CITY FOR FISCAL YEAR 2016-17, ADOPTING THE BUDGET FOR THE VARIOUS FUNDS OF NIBLEY CITY AND OTHER BUDGETARY MATTERS FOR FISCAL YEAR 2017-18 AND ADJUSTING CERTAIN FEES AND PAYMENTS FOR SERVICES

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

1. The attached Fiscal Year 2016-17 current-year budget is hereby adopted and approved as the amended budget for the current fiscal year ending June 30, 2017, with amendments, if any, as reflected in the attached budget document and the minutes of this meeting.
2. The attached budget entitled Final Budget FY 2017-18 is hereby adopted and approved for the fiscal year ending June 30, 2018, with amendments, if any, as reflected in the budget document and the minutes of this meeting.
3. The monthly charge for storm water shall be \$7.00 per month, per residential utility customer.
4. The adopted property tax rate is 0.001667.

Dated this _____ day of June, 2017

Shaun Dustin, Mayor

ATTEST

David Zook, City Recorder