



NIBLEY CITY COUNCIL MEETING AGENDA  
Thursday, November 16, 2017 – 6:30 p.m.  
Nibley City Hall 455 West 3200 South, Nibley, Utah

1. Opening Ceremonies (Councilwoman Beus)
2. Call to Order and Roll Call (Chair)
3. Approval of Minutes and Agenda (Chair)
4. Public Comment Period<sup>1</sup> (Chair)
  
5. Presentation from the Cache Valley Beginnings Monument Committee
  
6. A Public Hearing regarding the disposal of City-owned property: Parcel # 03-177-0000, located on the southeast corner of US 89 and Nibley Parkway
  
7. Discussion and Consideration of Resolution 17-12: A Resolution Authorizing the Execution of a Settlement Agreement and the Transfer of a City-owned Parcel (First Reading)
  
8. Discussion and Consideration of Ordinance 17-13: An Ordinance Revising the Master Street Plan Element of the Nibley City Transportation Master Plan (Second Reading)
  
9. Discussion and Consideration of Resolution 17-13: A Resolution Approving a Municipal Boundary Adjustment Agreement (First Reading)
  
10. Discussion and Consideration of Resolution 17-14: A Resolution Approving a Water Contract (First Reading)
  
11. Adoption of the Canvas for the 2017 General Election
  
12. 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.*

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<sup>1</sup> *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  
November 16, 2017**

**Agenda Item #5**

<b>Description</b>	Presentation from the Cache Valley Beginnings Monument Committee
<b>Department</b>	City Council
<b>Presenter</b>	Janelle Winward
<b>Financial Impact</b>	The Cache Valley Beginnings Monument donated a mural to Nibley City in 2017 after much fundraising among private individuals. Nibley City contributed approximately \$2,000 to the project.
<b>Recommendation</b>	Receive the presentation form the Committee
<b>Reviewed By</b>	Mayor and City Manager

**Background**

The Cache Valley Beginnings Monument Committee was formed by local residents and other descendants of Cache Valley's pioneers who settled Elk Horn Ranch. The intent of the group is to commemorate the founding of the first Mormon settlement in the valley with an artistic representation. The group commissioned the painting of a mural which was donated to the City this year. The committee wishes to now donate a plaque to the City to thank those who contributed to the project.

## Agenda Item #s 6 & 7

<b>Description</b>	6. A Public Hearing regarding the disposal of City-owned property: Parcel # 03-177-0000, located on the southeast corner of US 89 and Nibley Parkway  7. Discussion and Consideration of Resolution 17-12: A Resolution Authorizing the Execution of a Settlement Agreement and the Transfer of a City-owned Parcel (First Reading)
<b>Department</b>	City Council
<b>Presenter</b>	David Zook, City Manager
<b>Financial Impact</b>	There will be some legal costs related to the preparation of this resolution, but the majority of the legal costs associated with this matter are expected to be covered by the City's liability insurance provider.
<b>Recommendation</b>	Hold the public hearing. Waive the second reading of the resolution. Approve the resolution.
<b>Reviewed By</b>	City Planner, City Public Works Director, City Attorney, City Manager and Mayor

### Background

On October 19, 2017, the City Council approved a settlement agreement related to a dispute between Spendlove Heritage, LLC and the City. That settlement directed that a parcel of land that was erroneously dedicated to Nibley City be returned to the previous owner. Nibley City Code Section 1-11-6 requires that the City hold a public hearing prior to disposing of City-owned real property. The proper public notice was given for the public hearing, including advertising on the City's website, on the property in question and in the newspaper.

Adoption of this resolution will authorize the transfer of the property and will authorize the execution of the settlement agreement. Spendlove Heritage LLC will then dismiss the lawsuit.

## Agenda Item # 8

<b>Description</b>	Discussion and Consideration of Ordinance 17-13: An Ordinance Revising the Master Street Plan Element of the Nibley City Transportation Master Plan (Second Reading)
<b>Department</b>	Planning
<b>Presenter</b>	Stephen Nelson
<b>Applicant</b>	N/A
<b>Findings</b>	This action is a legislative action, not an administrative action. Therefore, the City Council has wide discretions on the item.
<b>Financial Impact</b>	Streets in Nibley City are typically constructed by developers based on the development's impact. The City then has reoccurring maintenance costs that are paid for using tax revenue and other funding sources.
<b>Recommendation</b>	Review and approve changes to the Master Street Plan element of the Nibley City Transportation Master Plan
<b>Reviewed By</b>	City Planner, Planning Commission, City Public Works Director, City Engineer, City Manager and Mayor

## Background

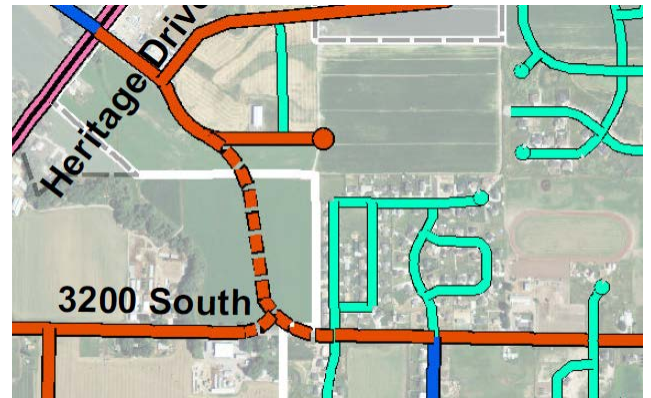
Nibley City has been in negotiations with Logan City and several property owners along US 89/91 about adjusting Nibley's boundary with Logan City to align along US 89/91. As staff and the Mayor have discussed the boundary adjustment with property owners that will be affected, one of the primary concerns has been the alignment of the future Heritage Drive. The current, adopted plan alignment would cross in the middle of several of the properties and would pass close to several homes and barns. As such, the City has proposed a new Master Street Plan map with a new alignment of Heritage Drive. The new alignment would be farther east and would wrap around the edge of those properties rather than through the middle. There have also been a couple of connections proposed to be added from 1200 W to Heritage Drive at about 2500 S and 2700 S.

One of the primary changes to the map, since it was first proposed to the City Council on November 2, is that staff has dotted the proposed Heritage Drive to convey that flexibility is possible with the eventual alignment. The line has also been moved to run along the north boundary of Parcel 03-015-0004. This was moved after discussion with Malouf, so if Malouf does secure the property for future development, they would not be responsible to construct the entire road, but only half of it.

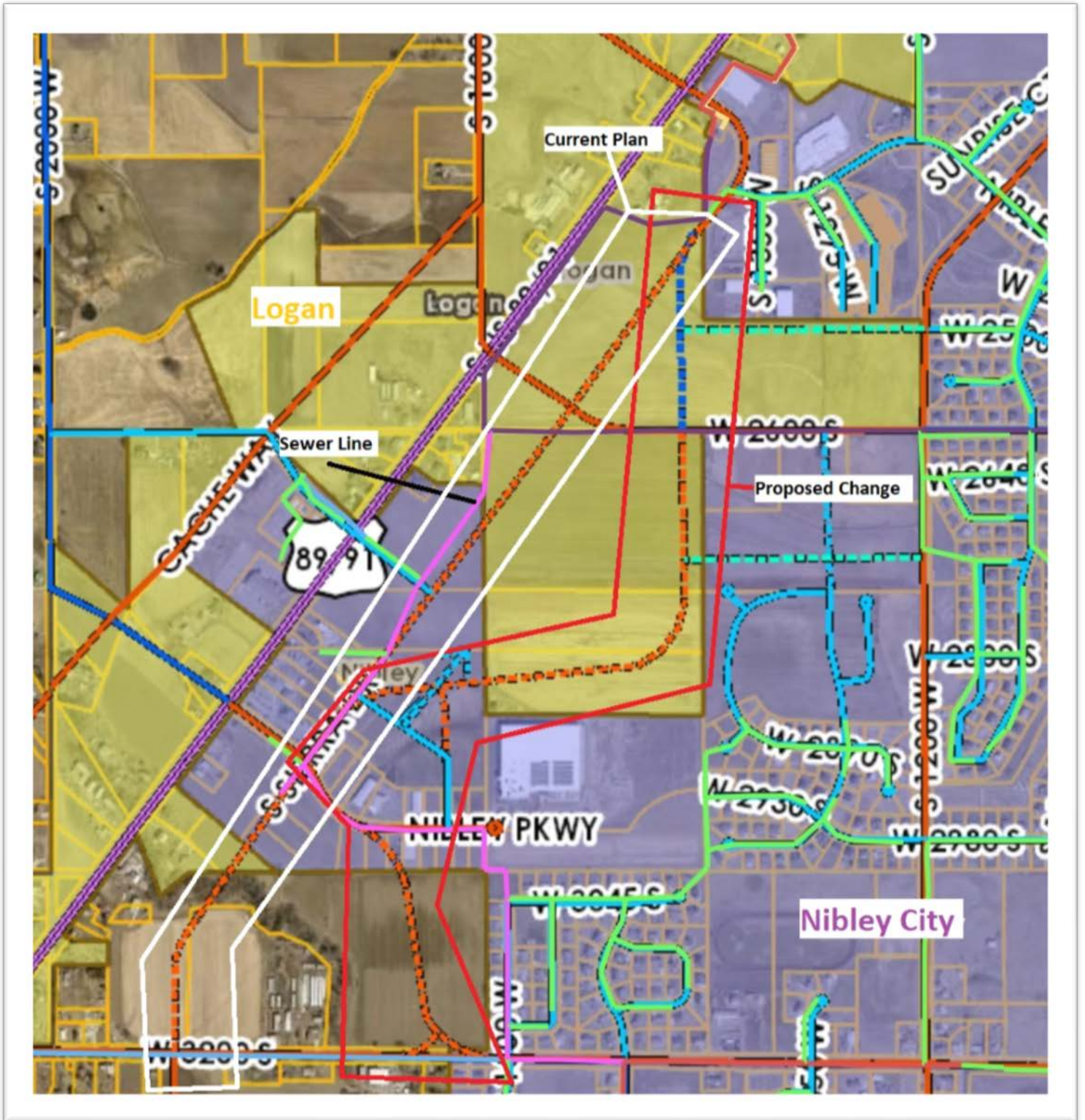
The new map also contains changes that were recommended by the Planning Commission in March of 2017. These changes included a new road that would connect 3200 S and Nibley Parkway (Nibley's West industrial zone) and a removal of the connection of Maple Valley Road (1500 W) and 2930 S. These changes were debated by the City Council, but the item was tabled pending more information and was never approved or denied by the City Council.

Below is a screen-shot of the City's Geographic Information System (GIS) that shows the different layers that were requested by the City Council. Staff is planning to use the GIS system during the Council Meeting to further illustrate the difference between the current plan and the proposed plan.

The Planning Commission gave the recommendation to approve the new Master Street Plan on October 25, 2017.







*\*GIS layered map of City Boundary's, current street master plan (outlined in white), proposed change (outlined in red), and sewer lines. Staff will present more explanation of these layers during the City Council Meeting on November 16, 2017.*

**Agenda Item #9**

<b>Description</b>	Discussion and Consideration of Resolution 17-13: A Resolution Approving a Municipal Boundary Adjustment Agreement (First Reading)
<b>Department</b>	City Council
<b>Presenter</b>	David Zook, City Manager
<b>Financial Impact</b>	This resolution authorizes waiving sewer and stormwater fees for 14 residents. The annual revenue from those fees would amount to more than \$8,000 per year. If each of those residents also took advantage of the library benefit in the resolution, that could cost as much as another \$2,000 per year.
<b>Recommendation</b>	Approve the resolution.
<b>Reviewed By</b>	City Attorney, City Manager and Mayor

**Background**

Nibley City has been in negotiations with Logan City and several property owners along US 89/91 about adjusting Nibley’s boundary with Logan City to align along US 89/91. As staff and the Mayor have discussed the boundary adjustment with property owners that will be affected, one of the primary concerns has been the road network, as addressed in the previous agenda item. Those residents have also expressed a concern that their properties coming into Nibley City would also obligate them to pay sewer and stormwater fees, while those residences are not currently served by those utilities. Approval of this agreement would waive those fees until such time that the residents connect to the sewer system, transfer ownership of their property, intensify the use of their property, or until 30 years have passed.

Another concern raised is that the residents would no longer be able to patronize the Logan Library. This agreement would provide that Nibley City would ensure that Logan Library card would be provided to the residents upon their request. Discussions are underway with Logan City to determine if complimentary cards can be provided. The current cost for a non-resident card is \$163.00 per year.

Residents have conveyed to the City that if Nibley addresses their concerns related to streets, utility fees and library access, they will be supportive of the boundary line adjustment.

**Agenda Item # 10**

<b>Description</b>	Discussion and Consideration of Resolution 17-14: A Resolution Establishing a Contract And Price To Supply Secondary Water To Individual Property Owners And Homeowners Associations
<b>Department</b>	Planning
<b>Presenter</b>	Stephen Nelson
<b>Applicant</b>	N/A
<b>Findings</b>	<p>Nibley City Code 11-5-2 states that the City shall supply secondary water to new subdivisions if they meet Nibley City standards.</p> <p>The City has agreed to supply secondary water to some developments and property owners, however, the City does not have an official agreement with those property owners.</p> <p>This agreement does not lease water shares, but allows the City to supply secondary water to Nibley residents. State law prohibits municipalities from leasing water shares, but the City can sell water to those within their service areas.</p>
<b>Financial Impact</b>	Nibley City will bill property owners the cost to Nibley to maintain the share and an administrative fee of \$25.00 for each agreement.
<b>Recommendation</b>	Review the proposed contract and approve the Resolution 17-12.
<b>Reviewed By</b>	City Planner, City Public Works Director, City Engineer, City Attorney, City Manager and Mayor

**Background**

With the expansion of Conservation Subdivisions, conservation space, and the need to enter into formal agreements with property owners who are using secondary water with Nibley City shares. Nibley City staff and the City Attorney wrote the agreement attached to Resolution 17-12 to resolve these concerns and to enter into formal agreements to those that the City is supplying secondary water. This is the proposed base agreement that staff will use while entering into agreements with property owners. Staff will modify this agreement as necessary and fit to each situation, but the base agreement will remain the same.

This agreement is worded to convey that the City is not leasing water shares, which is not allowed under Utah State law, but that the City is agreeing to supply secondary water according to this agreement.

There are several reasons why the City would supply secondary water to private property owners and enter into such an agreement. One of the main reasons is that it is generally cheaper for residents and the City for secondary water to be used for irrigation and stock water than for culinary water to be used for



those purposes. The City spends hundreds of thousands of dollars each summer pumping water for residents and business to water their lawns. The City also has to supply water tanks, wells, pumps, and piping to handle the demand for summer water use. These costs are offset by water impact fees, water connection fees, and monthly water utility bills; however, the City will need to dedicate funds and staff to put in more infrastructure as the demand increases with the growth of the City. For Nibley residents, it is generally cheaper for them to use secondary water to maintain their yards than to pay for culinary water for irrigation.

One of the other benefits is that providing secondary water to properties will put less stress on the current system. Our system is adequate to supply normal peak demand, but more properties using secondary water will allow the City to more adequately supply water to residents within the City.

The other benefit is that cheaper water will help property owners keep their properties looking green. This is especially true for conservation lots which are bigger and meant to provide a visual relief from the normal suburban aesthetics.

One of the main concerns that staff has about residents connecting to secondary systems is about backflow of secondary water into the culinary system. This can lead to contamination of the City's culinary water system. That is why Section 9 of this agreement provides authorization from the property owner to allow the City to inspect their backflow prevention systems. Section 8 would ensure diversion plans were turned into the City and that they would comply with Nibley City and Irrigation's Companies standards.

**Agenda Item #11**

<b>Description</b>	Adoption of the Canvas for the 2017 General Election
<b>Department</b>	City Recorder
<b>Presenter</b>	Cheryl Bodily, Deputy Recorder
<b>Findings</b>	One candidate, Shaun Dustin, was elected to serve as Mayor and two candidates, Kathryn A. Beus and Norman L. Larsen, were elected to serve on the Council.
<b>Financial Impact</b>	The budget for this year's election was \$4,000. It is anticipated that final costs will be lower than the budgeted amount.
<b>Recommendation</b>	Adopt the Canvas of the 2017 General Election
<b>Reviewed By</b>	City Manager/Recorder, Deputy Recorder, Election Staff

**Background**

State law requires that the City Council adopt and certify the election results from the General Election held on November 7, 2017. The attached canvas details the results of the election.

## **RESOLUTION 17-12**

### **A Resolution Authorizing the Execution of a Settlement Agreement and the Transfer of a City-owned Parcel**

WHEREAS, the Plat Map of the HERITAGE BUSINESS PARK PHASE I, filed in the Recorder's Office for Cache County, Utah, on July 11, 2005 as Entry No. 894573, and partially revised on January 21, 2009 as Entry No. 988104, contains a Remainder Parcel "A" showing a parcel labelled as 5.90 acres (the "Parcel") dedicated to Nibley City; and

WHEREAS, the intent of that 2005 dedication was simply to dedicate a strip of property along the southeast border of the Parcel to Nibley City for Heritage Drive; and

WHEREAS, the dedication of the entire Parcel to Nibley City appears to have been dedicated in error; and

WHEREAS, a dispute has arisen between Spendlove Heritage, LLC ("Spendlove") and Nibley City ("Nibley") evidenced by Civil Case No. 170100158 filed in the First Judicial District for Cache County, State of Utah ("Lawsuit") with respect to the Parcel and the construction of Heritage Drive; and

WHEREAS, the parties have tentatively agreed to resolve the Lawsuit and to sign a Settlement Agreement and Mutual Release of all claims, a copy of which is attached and incorporated as Exhibit "A" (the "Settlement"); and

WHEREAS, Nibley provided reasonable notice of a public hearing as required by law and Nibley held a Public Hearing with respect to the disposition of the Parcel as required by Nibley Code Section 1-11-6; and

WHEREAS, at the Public Hearing, the City Council received public comment on the proposed disposition; and

WHEREAS, the Nibley City Council now desires to confirm and complete the Settlement, including the disposition of the Parcel.

NOW, THEREFORE, pursuant to the authority granted by law, specifically by Section 10-8-2, Utah Code Annotated, 1953 as amended, the City Council of Nibley, Utah, hereby adopts, passes and publishes the following:

- a. **RESOLUTION AUTHORIZING THE MAYOR AND CITY RECORDER TO EXECUTE THE ATTACHED SETTLEMENT SUBJECT TO SUCH ADJUSTMENTS AND MODIFICATIONS, IF ANY, THE MAYOR AND CITY RECORDER DETERMINE TO BE IN THE BEST INTEREST OF NIBLEY;**

- b. RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL WARRANTY DEED WHICH CONVEYS TAX I.D. NO. 03-177-0000 TO SPENDLOVE AND COMPLETES THE TRANSFER OF NIBLEY'S TITLE TO THE SAME, SUBSTANTIALLY IN THE FORM OF EXHIBIT B ATTACHED AND INCORPORATED BY REFERENCE.
- c. RESOLUTION AUTHORIZING THE LAWSUIT TO BE DISMISSED WITH PREJUDICE.

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

- 1. The parcel which is the subject of this Resolution, is described as follows:

Remainder Parcel "A" HERITAGE BUSINESS PARK, PHASE 1, according to the official plat filed July 11, 2005, as Entry No. 894573, (2008 Partial Revision filed January 21, 2009, as Entry No. 988104), in the office of the Recorder of Cache County, Utah. (Tax Identification No. 03-177-0000)

LESS: HERITAGE DRIVE dedicated by plat of HERITAGE BUSINESS PARK, PHASE 1.

- 2. The Mayor and City Recorder are hereby authorized to execute and deliver a Special Warranty Deed from Nibley City to Spendlove.
- 3. The transfer contemplated by this Resolution is authorized and the Deed is to be signed and delivered subject to the obligation for Spendlove to sign the Settlement and for Spendlove to authorize the dismissal of the Lawsuit with Prejudice.
- 4. The Mayor and City Recorder are authorized to make such reasonable modifications to the referenced documents as they deem in the best interests of Nibley and which will bring closure to the matter.
- 5. Nibley specifically denies any liability to Spendlove but has determined that Nibley City is better served and its tax dollars are better utilized by ending the foregoing Lawsuit as outlined herein.

This Resolution shall take effect upon adoption and passage of the same by the City Council.

[Intentionally left blank]

ADOPTED AND PASSED by the City Council of Nibley, Utah, this \_\_\_\_ day of November, 2017.

NIBLEY CITY, a Utah Municipal Corporation

By: \_\_\_\_\_  
Mayor, Shaun Dustin

ATTEST:

\_\_\_\_\_  
David Zook, City Recorder

**EXHIBIT “A”**

**Copy of  
SETTLEMENT AGREEMENT AND MUTUAL LEASE**



**EXHIBIT B**

**Copy of  
SPECIAL WARRANTY DEED**

**SETTLEMENT AGREEMENT  
AND MUTUAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Mutual Release of all Claims (the “Agreement”) is made and entered into by Spendlove Heritage, LLC (“Spendlove”) and the City of Nibley (“the City”). The foregoing are referred to collectively herein as “the Parties” and sometimes individually as “a Party”.

**RECITALS:**

A. Spendlove has asserted claims against Nibley City in that certain action bearing Civil No. 170100158, Utah First District Court (“the Lawsuit”). The events described in the Lawsuit and other actions and inactions alleged by Spendlove are hereafter referred to as “the Occurrence”.

B. Spendlove has further asserted claims against the City of Nibley in reference to the real property located in Cache County, State of Utah with the following legal description:

Remainder Parcel “A” HERITAGE BUSINESS PARK, PHASE 1, according to the official plat filed July 11, 2005, as Entry No. 894573, (2008 Partial Revision filed January 21, 2009, as Entry No. 988104), in the office of the Recorder of Cache County, Utah.

LESS: HERITAGE DRIVE dedicated by plat of HERITAGE BUSINESS PARK, PHASE 1.

(Hereinafter “the Property”)

C. The City has denied liability to Spendlove with regard to the Occurrence and the Property.

## TERMS, RELEASE AND COVENANTS

In exchange for the consideration set forth in this Agreement, and without admitting liability, fault or wrongdoing of any kind, the Parties agree as follows:

1. Deed. In exchange for the releases given herein, the City shall execute a Warranty Deed for the Property in favor of Spendlove as set forth in Exhibit "A". The City shall deliver the fully executed deed to Spendlove within seven (7) days of the execution of this Agreement whereupon Spendlove may record the same with the Cache County Recorder at its own expense.

2. Dismissal of Lawsuit. In exchange for the deed and the release given herein, Spendlove shall dismiss the Lawsuit with prejudice.

3. Spendlove Release. In exchange for the consideration set forth herein, Spendlove hereby fully and forever releases the City and all of the City's officers, directors, employees, managers, supervisors, agents, of any kind, parent companies, subsidiaries, related companies, assigns, or designees (collectively "the City Releasees") from any and all claims that Spendlove has, may have, or may have had against the City Releasees relating to the Occurrence, the Lawsuit, and the Property. The release provided by Spendlove covers all claims that are related or connected to the Occurrence or the Lawsuit or the Property or any claim or demand relating in any way presently known or unknown.

4. City Release. In exchange for the consideration set forth herein, the City hereby fully and forever releases Spendlove and all of Spendlove's officers, directors, employees, managers, supervisors, agents, of any kind, parent companies, subsidiaries, related companies, assigns, or designees (collectively "Spendlove Releasees") from any and all claims that the City has, may have, or may have had against the Spendlove Releasees relating to the Occurrence, the

Lawsuit, and the Property. The release provided by the City covers all claims that are related or connected to the Occurrence or the Lawsuit or the Property.

5. Accord and Satisfaction. The Parties to this Agreement expressly acknowledge that the rights and obligations of this Agreement constitute a full accord and satisfaction of any and all claims each Party may assert against the other Party up through the date hereof.

6. Covenants. All covenants and warranties contained in this agreement are contractual and not mere recitals and shall survive the execution of this Agreement.

7. Governing Law. The terms and conditions of this Agreement shall be governed by Utah law and subject to jurisdiction within the State of Utah.

8. No Other Writing. The Parties agree that the provisions in the Agreement contain all of the terms, covenants, and obligations of the Parties and that no unexpressed terms are part of the Agreement. Any modification to this Agreement must be in writing and signed by the Party upon whom the modification imposes a burden.

9. Continuation. This Agreement shall be deemed breached, and any cause of action shall accrue thereon, immediately upon the commencement or continuation of any action based upon any claim, demand, damage, action, or cause of action effectively released by this Agreement. In any such action, this Agreement may be pleaded as a defense either by way of affirmative defense, counter-claim or cross-claim, and shall be admissible into evidence without any foundation, testimony or authentication testimony whatsoever.

10. Further Assurances. Each Party agrees to execute whatever documents are additionally reasonably necessary or appropriate in order to effectuate the intent of this Agreement.

11. Successors and Assigns. This Agreement shall be binding in all respects upon and shall inure to the benefit of, the heirs, successors, and assigns of the Parties.

12. Severability. In the event that a court of competent jurisdiction enters a final judgment holding invalid any material provision of this Agreement, the remainder of this Agreement shall be fully enforceable.

13. Attorney's Fees. In any action to enforce, interpret, or to seek damages for any violation of this Agreement, the prevailing Party shall recover all attorney's fees, litigation expenses and court costs incurred.

IN WITNESS WHEREOF, this Agreement has been executed on the dates below written, to be effective on the last such date.

DATED this \_\_\_\_\_ day of October, 2017.

**SPENDLOVE HERITAGE, LLC**

\_\_\_\_\_  
By:  
Its:

DATED this \_\_\_\_\_ day of October, 2017.

**CITY OF NIBLEY**

\_\_\_\_\_  
By:  
Its:

**EXHIBIT "A"**



MAIL TAX NOTICE TO  
**251 South 530 East**  
**Smithfield, UT 84335**

**WARRANTY DEED**  
(CORPORATE FORM)

**NIBLEY CITY**, a municipal corporation organized and existing under the laws of the State of Utah with its principal office at **455 West 3200 South, Nibley, Utah**, of County of **Cache**, State of Utah, Grantor(s) hereby CONVEYS AND WARRANTS TO

**SPENDLOVE HERITAGE, LLC., A UTAH LIMITED LIABILITY COMPANY** Grantees

of **251 South 530 East, Smithfield, UT 84335**, for the sum of Ten Dollars and Other Good and Valuable Consideration the following tract of land in **Cache** County, State of UTAH, to-wit:

Remainder Parcel "A" HERITAGE BUSINESS PARK, PHASE 1, according to the official plat filed July 11, 2005, as Entry No. 894573, (2008 Partial Revision filed January 21, 2009, as Entry No. 988104), in the office of the Recorder of Cache County, Utah.

LESS: HERITAGE DRIVE dedicated by plat of HERITAGE BUSINESS PARK, PHASE 1.

Subject to easements restrictions and rights of way appearing of record or enforceable in law and equity and **2017** taxes and thereafter.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this \_\_\_\_\_ day of **September 2017**.

**NIBLEY CITY**

\_\_\_\_\_  
**David Zook, City Manager/Recorder**

BY: \_\_\_\_\_  
**Shaun Dustin, Mayor**

STATE OF UTAH)  
COUNTY OF **CACHE**)

On the \_\_\_\_\_ day of **September 2017**, personally appeared before me **SHAUN DUSTIN AND DAVID ZOOK**, who being by me duly sworn, did say, each for himself, that the said **SHAUN DUSTIN**, is the Mayor, and the said **DAVID ZOOK**, is the City Manager/Recorder of **NIBLEY CITY**, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said, **SHAUN DUSTIN AND DAVID ZOOK**, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_ Residing at: \_\_\_\_\_

MAIL TAX NOTICE TO  
251 South 530 East  
Smithfield, UT 84335

**SPECIAL WARRANTY DEED**  
(CORPORATE FORM)

**NIBLEY CITY**, a municipal corporation organized and existing under the laws of the State of Utah with its principal office at **455 West 3200 South, Nibley, Utah**, of County of **Cache**, State of Utah, Grantor(s) hereby CONVEYS AND WARRANTS by those claiming by, through or under Grantor and no others, TO

**SPENDLOVE HERITAGE, LLC., A UTAH LIMITED LIABILITY COMPANY** Grantees

of **251 South 530 East, Smithfield, UT 84335**, for the sum of Ten Dollars and Other Good and Valuable Consideration the following tract of land in **Cache** County, State of UTAH, to-wit:

Remainder Parcel "A" HERITAGE BUSINESS PARK, PHASE 1, according to the official plat filed July 11, 2005, as Entry No. 894573, (2008 Partial Revision filed January 21, 2009, as Entry No. 988104), in the office of the Recorder of Cache County, Utah.

LESS: HERITAGE DRIVE dedicated by plat of HERITAGE BUSINESS PARK, PHASE 1.

Subject to:

- (a) Subject to easements restrictions and rights of way appearing of record or enforceable in law and equity.
- (b) Encroachments, or questions of location, boundary, and area which are dependent upon a correct survey or inspection of the premises for determination.
- (c) Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof.
- (d) **2017** taxes and thereafter.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under resolution duly adopted by the City Council of the Grantor at a lawful meeting duly held and attended by a quorum. In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this \_\_\_\_\_ day of **November 2017**.

**NIBLEY CITY**

\_\_\_\_\_  
**David Zook, City Manager/Recorder**

BY: \_\_\_\_\_

\_\_\_\_\_  
**Shaun Dustin, Mayor**

STATE OF UTAH)  
COUNTY OF **CACHE**)

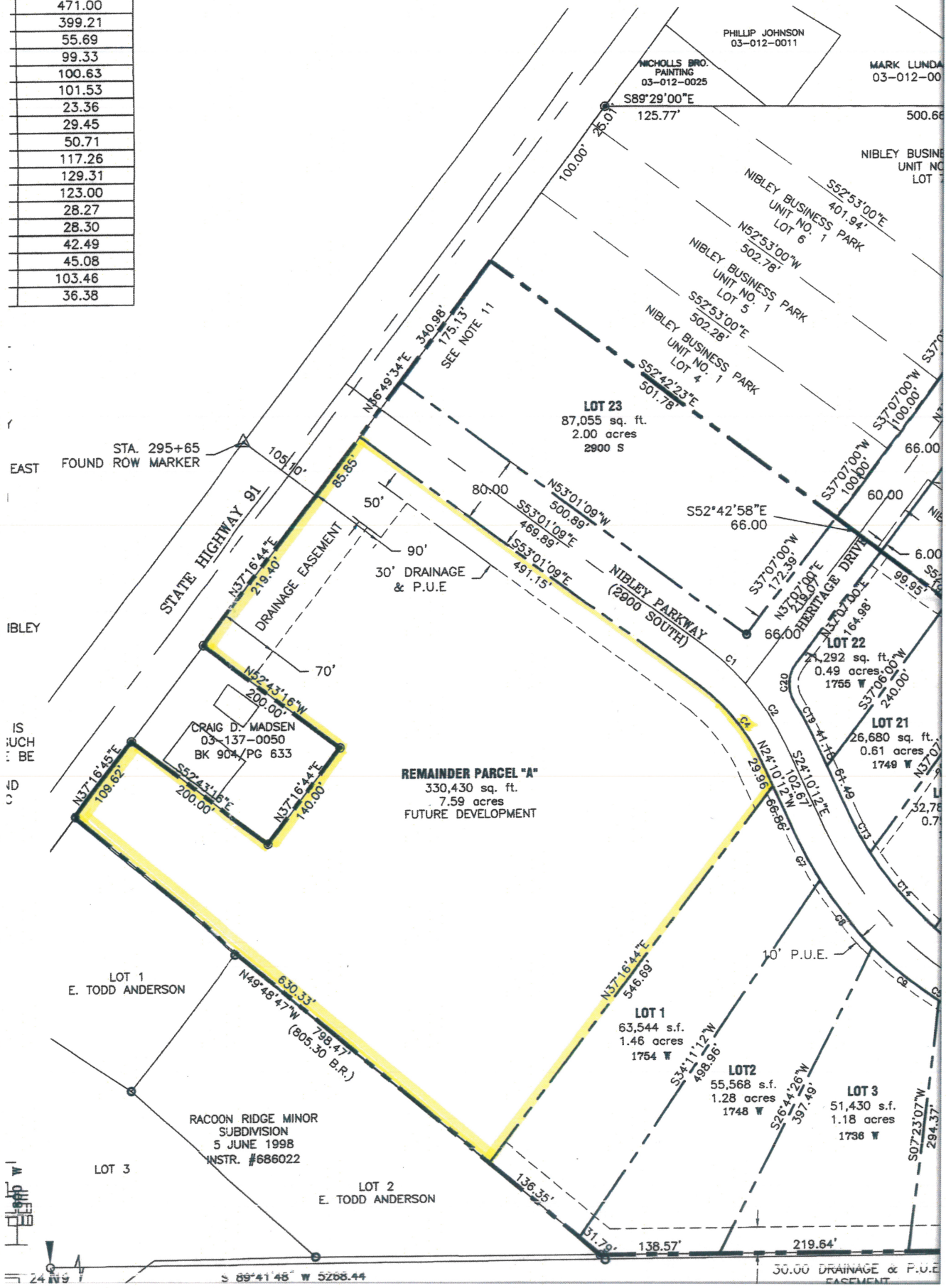
On the \_\_\_\_ day of **November, 2017**, personally appeared before me **SHAUN DUSTIN AND DAVID ZOOK**, who being by me duly sworn, did say, each for himself, that the said **SHAUN DUSTIN**, is the Mayor, and the said **DAVID ZOOK**, is the City Manager /Recorder of **NIBLEY CITY**, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its City Council and said, **SHAUN DUSTIN AND DAVID ZOOK**, each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

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NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_ Residing at: \_\_\_\_\_

CHORD LENGTH
64.15
86.48
435.11
116.26
471.00
399.21
55.69
99.33
100.63
101.53
23.36
29.45
50.71
117.26
129.31
123.00
28.27
28.30
42.49
45.08
103.46
36.38



## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Nibley City Council will hold a Public Hearing at the Nibley City Offices, 455 West 3200 South, Nibley, Utah, 84321 at 6:30 p.m. on Thursday, November 16, 2017. The purpose for the Public Hearing is to receive input, discuss and consider a Resolution to authorize the City to transfer and convey by Special Warranty Deed Parcel No. 03-177-0000, identified as Remainder Parcel "A" on the Subdivision Plat on record with the Cache County, Utah Recorder's Office as Entry No. 894573, and located in the Heritage Business Park Phase 1, at approximately 2900 South Hwy 89-91 and Heritage Drive in Nibley, Utah and to approve a Settlement Agreement and Mutual Release of All Claims between Spendlove Heritage, LLC and Nibley City.

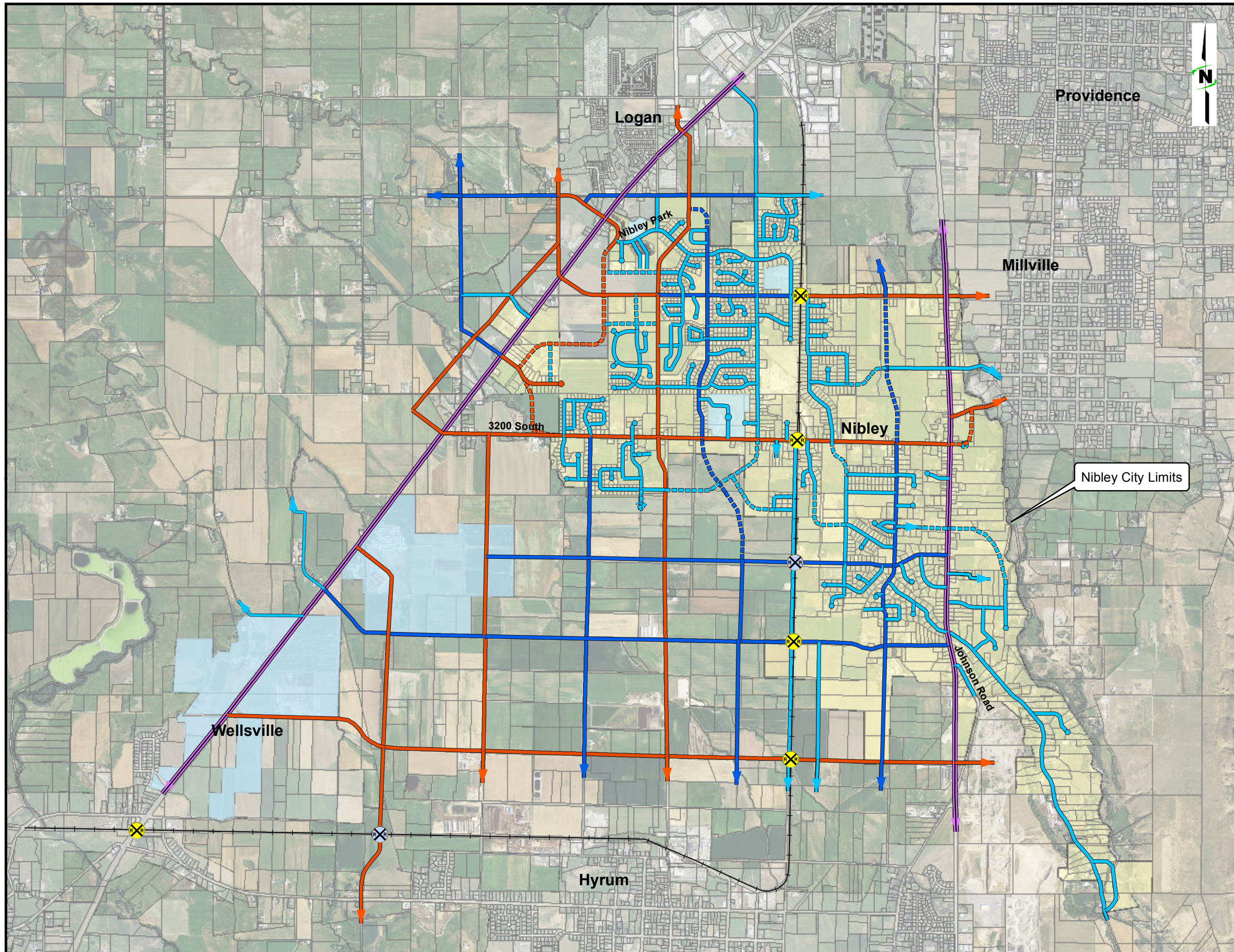
The referenced Public Hearing will not start before the stated time and a copy of the proposed Resolution is available for review at the City Offices.

All interested persons are invited to attend the Public Hearing. Public input and comment are invited, as is written comment directed to the City at the stated address.

David Zook, City Recorder.

Published October 30, 2017
















# Nibley City Master Street Plan



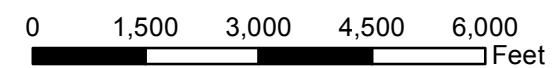
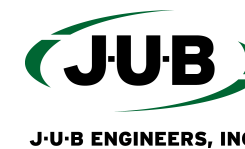
## Rail Road Crossing

-  Existing
-  Proposed

## Road Classification

-  Principal Arterial (120' ROW)
-  Minor Arterial (80' or 99' ROW)
-  Collector (66' ROW)
-  Local (60' ROW)
-  Alignment Alternatives Minor Arterial
-  Alignment Alternatives Collector
-  Alignment Alternatives Local
-  Rail Road
-  Parcels of Special Interests  
Utah State University  
City/County Schools

Nibley City Limits





# HERITAGE BUSINESS PARK, PHASE 1

03-177

AMENDED PLAT OF PART OF THE NIBLEY BUSINESS PARK, UNIT 1  
PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 11  
NORTH, RANGE 1 EAST, SALT LAKE BASELINE AND MERIDIAN

TAX UNIT 08

Electronic Only



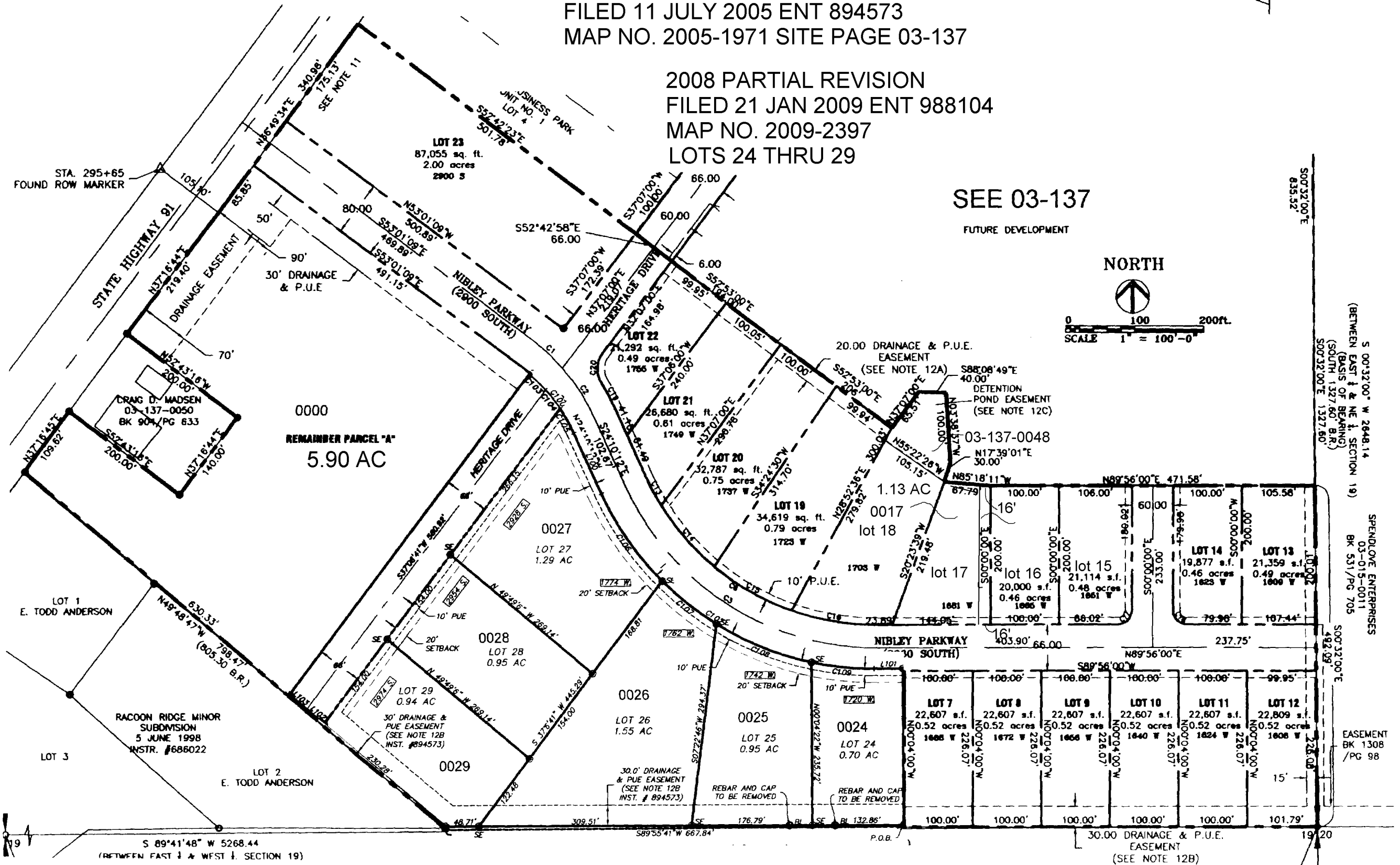
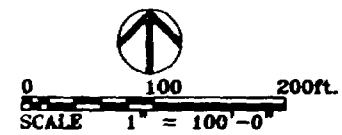
FILED 11 JULY 2005 ENT 894573  
MAP NO. 2005-1971 SITE PAGE 03-137

2008 PARTIAL REVISION  
FILED 21 JAN 2009 ENT 988104  
MAP NO. 2009-2397  
LOTS 24 THRU 29

SEE 03-137

FUTURE DEVELOPMENT

NORTH



(BETWEEN EAST 1/4 & NE 1/4 SECTION 19)  
(SOUTH 1/2 60' B.R.)  
S 00°32'00\"/>

SPENDLOVE ENTERPRISES  
03-015-0011  
BK 531/PG 705

EASEMENT  
BK 1308  
/PG 98

S 89°41'48\"/>

30.00 DRAINAGE & P.U.E.  
EASEMENT  
(SEE NOTE 12B)

## MUNICIPAL BOUNDARY ADJUSTMENT AGREEMENT

THIS MUNICIPAL BOUNDARY ADJUSTMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF NIBLEY, a Utah Municipal Corporation, hereinafter referred to and designated as "Nibley" or "City," and the property owners, as identified on Exhibit A, and hereinafter referred to and designated as "Owners."

### WITNESSETH:

WHEREAS, Nibley has been working with Logan City to modify the common boundary between the two cities to create a new boundary line that is more manageable for both cities and the Owners and one that correlates with US Route 89/91 between 2200 South and 3200 South; and

WHEREAS, the parties anticipate that Nibley and Logan City will each pass a resolution indicating their intent to adjust the municipal boundaries between the two cities in the property identified on Exhibit A (the "Boundary Adjustment"); and

WHEREAS, the Owners and representatives of Nibley, including its Mayor, City Manager and City Council have discussed the proposed Boundary Adjustment with Logan City and with the Owners and have negotiated and agreed to certain terms and conditions which the proposed Boundary Adjustment is to be made expressly subject to; and

WHEREAS, Nibley desires to reduce to writing the terms and provisions, which have been negotiated and agreed to by the parties;

### AGREEMENT

NOW, THEREFORE, it is agreed as follows:

1. Conditions Precedent. The terms and conditions of this Agreement are contingent, and only become effective and binding on the parties, upon the occurrence of the following:

A. The approval of this Agreement by the Nibley City Council;

B. Nibley's entrance into an agreement with Logan City regarding the shared utilities and other matters arising from the Boundary Adjustment between Nibley and Logan City under terms and conditions that are consistent with this Agreement and that are acceptable to Nibley in Nibley's sole discretion; and

C. The successful passing by Nibley and Logan City of an ordinance adjusting the municipal boundaries between the cities in accordance with the Boundary Adjustment and with the terms and conditions of the agreement between Nibley and Logan City identified in paragraph 1.B above.

2. Obligations of Owners.

A. The Owners shall comply with all existing City Ordinances, including but not limited to building, development, sewer, water and stormwater requirements, for any development, building permits or new construction on any parcel of Property.

3. Obligations of Nibley. Nibley agrees and shall provide as part of the ordinance effectuating the Boundary Adjustment, or by some other appropriate action of the City whether by ordinance, resolution or other necessary action, that the following conditions shall govern the Owners following the Boundary Adjustment:

A. Unless there is an intensification of the use or transfer of ownership of their property, the Owners may not be required to connect to Nibley's sewer system for any existing buildings or homes on any parcel of Property until January 1, 2048.

B. Until such time as the Owners connect to Nibley's sewer system, transfer ownership of their property, or intensify the use of their property, but in no event later than January 1, 2048, the Owners may not be required to pay the monthly sewer or stormwater fees normally billed by Nibley to its residents for any existing buildings and homes on any parcel of Property. Beginning January 1, 2028, the Owners shall pay the monthly sewer and stormwater fees to Nibley for any buildings and homes on any parcel of Property by the process, and in the amounts, set forth in Nibley's ordinances or as otherwise established by the City.

C. Upon request of an Owner, Nibley shall provide one library card for the Logan City Library for each Owner's household until January 1, 2028. Upon becoming citizens of Nibley City, Owners may also obtain a library card at the Hyrum Library, pursuant to Nibley's library agreement with Hyrum City. Requests shall be made in person at Nibley City Hall and shall be valid for one year.

D. Nibley has revised the Nibley City Master Road Plan so as to minimize impacts on Owners' parcels of real property, in accordance with the outcome of negotiations with the Owners concluded in October 2017.

4. General.

A. Entire Agreement. This Agreement and the documents referred to constitute the entire agreement of the parties. All negotiations, representations, warranties, earnest money and other agreements between the parties are merged herein.

B. 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.

C. 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.

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

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

F. 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.

G. Further Instruments. The parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

H. Construction. This Option shall be fairly interpreted in accordance with its terms and without any strict construction in favor of or against any Party. Any ambiguity will not be interpreted against the drafting Party.

I. 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.

J. 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.

K. Governing Law and Choice of Forum. This Agreement has been negotiated and executed in the State of Utah. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, including all matters of construction, validity, performance and enforcement, but without giving effect to principles of conflict of laws. The parties hereby consent, in any dispute, action, litigation, or other proceeding concerning this Agreement to the jurisdiction of the courts of the State of Utah, County of Cache.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first written above.

NIBLEY CITY, Utah Municipal  
Corporation

By: \_\_\_\_\_  
Shaun Dustin, Mayor

ATTEST:

\_\_\_\_\_  
David Zook, City Recorder

STATE OF UTAH    )  
                  : ss.  
County of Cache    )

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me Shaun Dustin and David Zook, who, being by me duly sworn, did say that they are the Mayor and City Recorder respectively of Nibley City Corporation and that the said instrument was signed in behalf of said corporation by authority of a resolution of the City Council and the aforesaid officers acknowledged to me that said corporation executed the same.

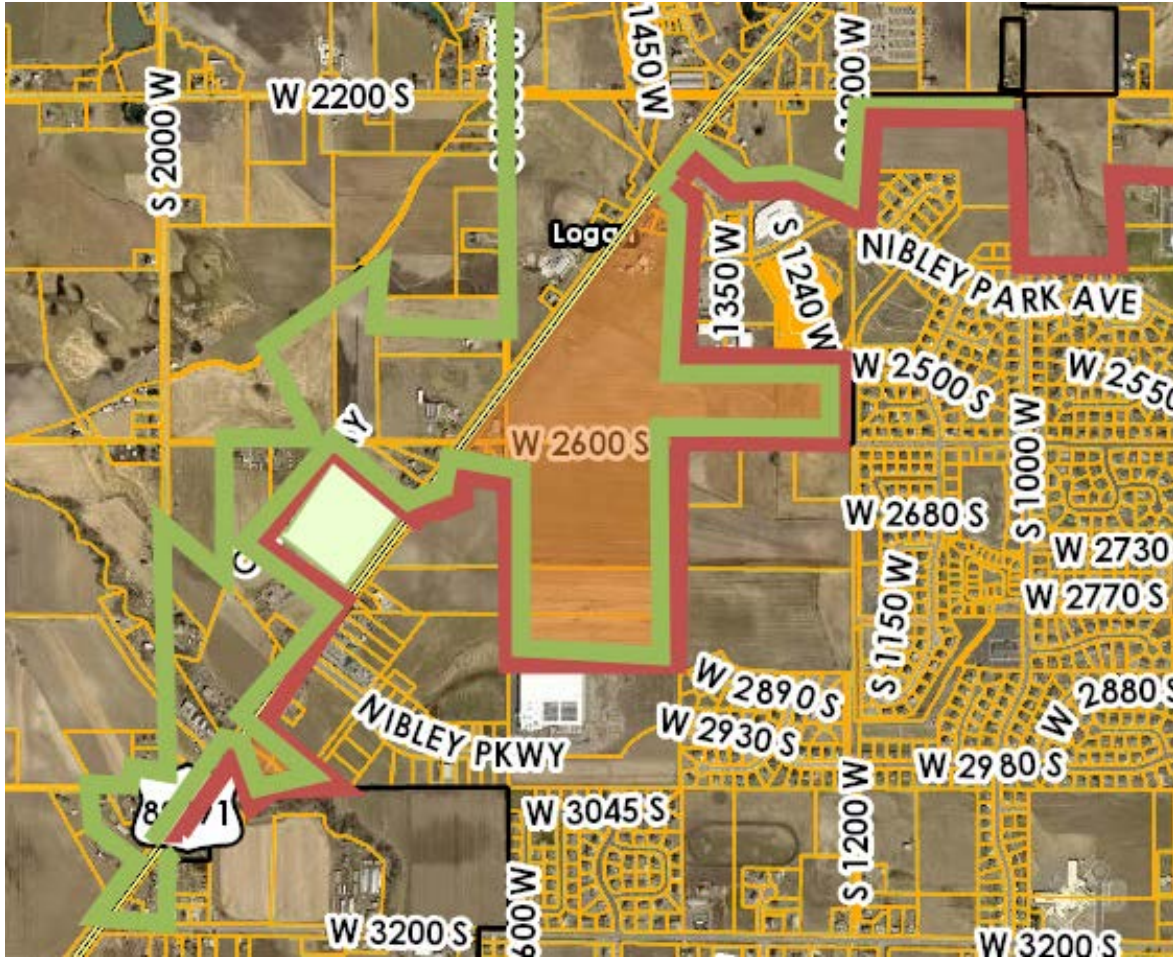
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

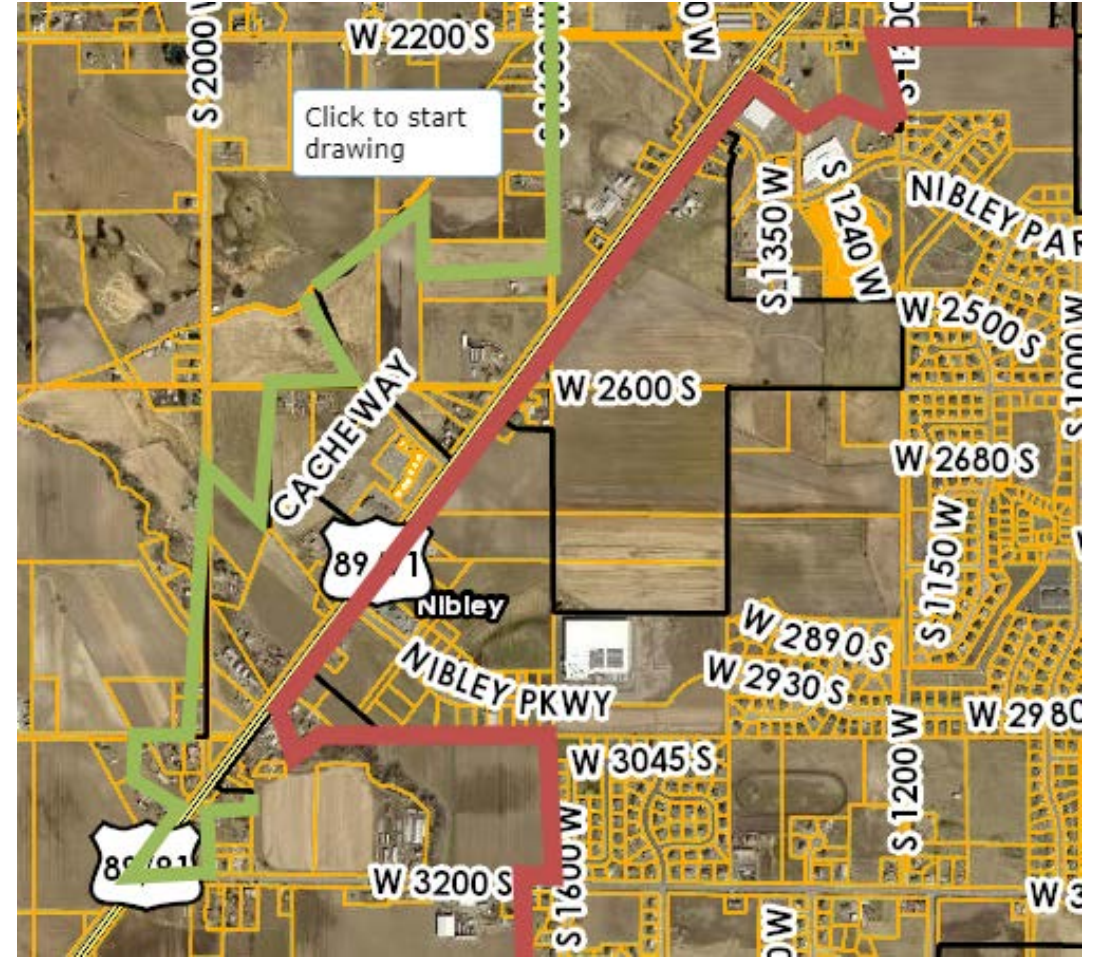
**From Logan to Nibley**

<b>Tax ID</b>	<b>Name</b>	<b>Tax ID</b>	<b>Name</b>
03-007-0009	Pitcher, Larry & Bette	03-007-0017	Carroll, John & Jan
03-007-0010	Nielsen, Lynn & Bernice	03-007-0019	Wesley Nelson Farms Inc.
03-007-0011	Nielsen, Lynn & Bernice	03-009-0036	Tri H Farms, LLC
03-007-0013	Tialavea, Robyn	03-012-0006	Hansen, Terry & Michelle
03-007-0022	Nielsen, Cindy	03-012-0037	Hansen, Glen & Dixie
03-007-0023	Nielsen, Lynn & Bernice	03-015-0001	Tri H Farms, LLC
03-007-0014	Leishman, Matt	03-012-0026	Anderson, Todd & Dixie
03-007-0015	Barker, Vernon & Karen	03-012-0027	Anderson, Todd & Dixie
03-007-0016	Carroll, John & Jan	03-012-0028	Anderson, Todd & Dixie
03-015-0004	Tri H Farms, LLC	03-015-0003	Tri H Farms, LLC





Current Nibley/Logan Boundary  
(areas to be exchanged shaded)



Proposed with Adjusted  
Boundary



RESOLUTION 17-14

A RESOLUTION ESTABLISHING A CONTRACT AND PRICE TO SUPPLY SECONDARY WATER TO INDIVIDUAL PROPERTY OWNERS AND HOMEOWNERS ASSOCIATIONS

WHEREAS, multiple property owners in the City currently use secondary water from water shares owned by the City; and

WHEREAS, Nibley City Code 11-5-2 Water Supply states that the City shall supply water to subdividers to support a secondary system if they meet the conditions and standards within the code; and

WHEREAS, if secondary water is available, secondary water is generally cheaper to provide to a property for irrigation purposes than culinary water; and

WHEREAS, Nibley City has allowed subdividers, individual property owners, and homeowners associations to use water available through shares owned by Nibley City; and

WHEREAS, Nibley City wishes to enter into official agreements with property owners that are using secondary water available through shares that are owned by Nibley City, and the City has the ability to enter into new agreements.

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

1. Nibley City Council approves of the attached contract for the City to use to enter into agreements for the purpose of supplying secondary water to private property.
2. That City staff members may enter into negotiations with private property owners, subdividers, and homeowners associations to sell secondary water based on water shares owned by the City and can make limited changes to the contract as circumstances allow.
3. That the cost of supplying the water on an annual basis shall be equal to the amount of the annual assessment fee, plus any special assessments, assessed to the City by the Irrigation Company for the shares, plus an administrative processing fee of \$25.00 for each bill sent by the City.
4. That the administrative processing fee may be modified as necessary by resolution of the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017

---

Shaun Dustin, Mayor

ATTEST

---

David Zook, City Recorder

**WATER AGREEMENT**

THIS AGREEMENT, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between NIBLEY CITY, a Utah Municipal Corporation (hereinafter referred to as “the City” or “Nibley City”), and \_\_\_\_\_, (hereinafter referred to as the “Property Owner”).

**WITNESSETH:**

WHEREAS, the City is empowered and authorized under Utah law to supply water to persons or entities inside and outside of the municipal limits of the City; and

WHEREAS, the City provides culinary water to the Property Owner; and

WHEREAS, the City has the right to divert and utilize certain Shares of water in the Nibley Blacksmith Fork, Clear Creek, Spring Creek-Cache, College Ward, Logan-Providence, Providence Blacksmith Fork, and Millville Irrigation Company; and

WHEREAS, the Property Owner wishes to also be supplied with secondary/irrigation water from the City via the number of the City’s Shares (the “Shares”) of the Irrigation Company for use for a reasonable charge for exclusive use at the Place of Use in the Property Owner’s own secondary water system (the “System”) as set forth on the following chart:

Irrigation Company	
Number of Shares	
Place of Use	<i>[Indicate Property Owner’s Parcel Number or reference and attach an Exhibit A that contains a detailed property description of Property Owner’s property where the water will be used]</i>
Point of Diversion	
Description of Diversion	
Total Water Allowed in AF	
Allowed Uses	Irrigation or Stock Water

WHEREAS, the City wishes to provide water to the Property Owner via the Shares of the Irrigation Company for use for a reasonable charge for exclusive use at the Place of Use in the System as set forth in the above chart; and,

WHEREAS, the City and the Property Owner wish to formalize the agreement for the supply of water via the Shares and that this Agreement constitutes the writing to be accepted by both parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein undertaken, it is agreed between the parties as follows:

1. The City, for the term and upon the provisions, conditions and covenants hereinafter set forth, shall supply the Property Owner with water via, and to the extent of, the Shares; and the Property Owner, on said provisions, conditions and covenants and for said term, shall pay the City the sums below for the supply of water via the Shares.

2. Term. The City shall supply the water to the Property Owner for a period of five (5) years from the date of this Agreement. Thereafter, this Agreement shall automatically renew for successive five (5) year terms, upon such terms and conditions as are then agreed to unless a notice of termination is provided by either party prior to expiration of the five (5) year term.

3. Payment. It is agreed that the cost for supplying the water on an annual basis shall be equal to the amount of the annual assessment fee, plus any special assessments, assessed to the City by the Irrigation Company for the Shares, plus an administrative processing fee of \$25.00, and shall be paid within thirty (30) days after invoiced from the City. In the event that any payment is not paid on or before its due date, the City shall have the absolute right, within its sole discretion, to terminate this Agreement upon written notice to the Property Owner specifying the basis for such termination to be a failure to make a payment by the date when it was due. The City also expressly reserves the right to terminate this Agreement, in the event of a default under the terms hereof by the Property Owner, other than a failure to make an annual payment, should such default remain uncured 30 days after the date of a written notice from the City to the Property Owner which specifies the default.

4. Conditions. The City cannot anticipate what type of scenario may arise which would require the use of said water for other municipal purposes; and, therefore, it is further expressly agreed that the City retains the right to terminate this Agreement upon giving written notice to the Property Owner. Upon termination, the Property Owner shall be solely responsible for connecting to the culinary system or acquiring replacement shares.

5. Nature of Agreement. Both parties clearly understand that this document is an agreement for the temporary supply of water via the Shares and that it does not involve the sale or lease of the Shares themselves in any way whatsoever from the City to the Property Owner.

6. Assignment. The Property Owner may assign its rights under this Agreement to subsequent owners of the Property, but shall not encumber any such rights or record this Agreement (or any document or interest relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such encumbrance, or delegation for any or no reason in its sole and absolute discretion. Regardless of City's consent, the Property Owner shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section is void. This Agreement is binding on the Property Owner's successors or assigns that have been authorized pursuant to this Section, provided the Property to be served by the System cannot be expanded. The assignee of any assignment under this section shall deliver actual notice of the

assignment to the City within 60 days of the assignee's receipt of the assignment from the Property Owner.

7. Compliance. The Property Owner shall use the water from the Shares solely for the Allowed Uses at the Place of Use and for no other purpose. The Property Owner further agrees to use the water from the Shares in accordance with all schedules, bylaws, rules and regulations set forth by the Irrigation Company, as well as any federal, state and local laws governing the Shares. The Property Owner acknowledges that the water supply of the Irrigation Company is subject to availability and the City makes no warranty or representation with respect to the volume of water or what method of use of the water will be available from or acceptable to the Irrigation Company.

8. New Diversions. The City agrees that The Property Owner may incorporate new diversion structures within the System, with the prior consent of the City, to make full use of the water supplied hereby and to meet the particular needs for which it is using the water. Diversions, piping plans, and other infrastructure for the secondary systems shall be designed and constructed in compliance with the Irrigation Company and Nibley City standards. Plans shall be submitted to the City and kept on file with this agreement.

9. Right of Entry. The Property Owner agrees that the City may enter on the Property Owner's property where the water is diverted and/or utilized for purposes of inspecting the manner in which the Property Owner is utilizing said water and to verify compliance with the terms and provisions of this Agreement. These inspection shall included ensuring the Property Owner system complies with back flow prevention according to state law.

10. Share Rights. Other than the right to utilize the water as outlined herein, all other rights associated with the Shares, including but not limited to voting rights, are retained by the City.

11. Indemnification. The Property Owner agrees to assume all liability associated with any actions on its part or on the part of its agents, employees and representatives in connection with its utilization of the water supplied pursuant to the terms of this Agreement and the work to be undertaken as contemplated herein in order for it to utilize said water, and will indemnify and hold the City and its agents, officials, employees and representatives harmless from any claim or damage which might arise or result pursuant to any activities undertaken by the Property Owner, its agents, employees and representatives by reason of or relating in any way to the terms and provisions of this Agreement. The Property Owner is specifically responsible for any and all legal and/or notation costs resulting from the diversion or use of the water, including impacts on the Irrigation Company, the City, or other impacted parties.

12. Binding. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and/or legally-permissible assigns.

13. Notice. Any notice required hereunder or which may be required in pursuing any remedy given by the laws of the State of Utah to the parties hereto shall be deemed sufficient if given by registered mail, postage prepaid, and addressed as follows:

TO THE CITY:

NIBLEY CITY  
455 West 3200 South  
Nibley, UT 84321

TO THE PROPERTY OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above addresses may be changed at any time by giving notice to the other party in writing, and the notice shall be deemed as having been given when given personally or upon depositing the notice with the U.S. Postal Service as required herein.

14. Attorneys Fees. Should any of the parties default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney’s fee, which may arise or accrue from enforcing this Agreement, in obtaining possession of the premises and water covered hereby, or in pursuing any remedy provided hereunder or by the laws of the State of Utah, whether such remedy is pursued by filing of suit or otherwise.

15. All parties agree that any disputes relating to this Agreement shall be resolved in accordance with Utah law, and that the appropriate court for the resolution of any disputes, if a court need be involved, shall be the First Judicial District Court for Cache County, State of Utah, located in Logan, Utah.

16. The parties agree to execute and deliver all documents and take whatever other steps which might prove necessary to properly finalize and put the terms and conditions hereof into full effect and operation.

DATED this \_\_\_\_\_ day of May, 2017.

**“THE CITY” or “NIBLEY CITY”:**

NIBLEY CITY, a Utah Municipal Corporation

DATED: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Shaun Dustin, Mayor

ATTEST:

\_\_\_\_\_  
David Zook, City Recorder

**THE PROPERTY OWNER:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Its: President

\_\_\_\_\_  
Witness

J:\MPJ\Cities\Nibley\04 - Agreements\Wells\Water Agreement Draft.Final.docx  
N-6512.47

## CANVAS OF NOVEMBER 7, 2017 NIBLEY CITY PRIMARY ELECTION

On Tuesday, November 7, 2017, Nibley City held a General Election to elect the Nibley City Mayor and to fill two (2) City Council seats.

The regular, absentee and provisional ballots received during the election have been counted. The City Recorder and poll workers reviewed election results. All appeared to be in order.

On Election Day, Nibley City reported 2,927 registered voters; 938 ballots were received for a total voter turnout of 32%.

The final count includes 75 absentee ballots. One (1) absentee ballot was received after Election Day but was not counted because the ballot was not postmarked. The final count also includes 27 provisional ballots that were counted. Six (6) of the original thirty-three (33) provisional ballots were rejected by the County Clerk.

<b>Candidates for Nibley City Mayor</b>	<b>Votes</b>	<b>Percentage</b>	<b>Elected</b>
<b><u>Shaun Dustin</u></b>	480	51%	✓
Trudy Elise Knight	457	49%	
<b>Total</b>	<b>937</b>	<b>100%</b>	
<b>Candidates for Nibley City Council</b>	<b>Votes</b>	<b>Percentage</b>	<b>Elected</b>
<b><u>Kathryn A. Beus</u></b>	590	34%	✓
Allen V. Cook	309	18%	
Garrett Mansell	323	18%	
<b><u>Norman L. Larsen</u></b>	537	30%	✓
<b>Total</b>	<b>1,759</b>	<b>100%</b>	

Total regular ballots counted: 911

Total provisional ballots counted: 27

The above report lists the official and accurate results of the Canvas of the General Municipal Election held November 7, 2017 in Nibley City.

By \_\_\_\_\_  
Shaun Dustin, Mayor

By \_\_\_\_\_  
David Zook, Recorder/Election Official

<b>Municipal General Election Statistics</b>			
	<b>Registered Voters</b>	<b>Ballots Received</b>	<b>Voter Turnout</b>
<b>2017</b>	2,927	938	32%
<b>2015*</b>	2,486	518	21%
<b>2013</b>	2,782	476	17%
<b>2011*</b>	2,503	303	11%

\*Not a Mayoral race