



NIBLEY CITY COUNCIL MEETING AGENDA
Thursday, September 21, 2017 – 6:30 p.m.
Nibley City Hall 455 West 3200 South, Nibley, Utah

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

5. Heritage Days and Recreation Department Report

6. Discussion and consideration of a final plat and development agreement for Sunrise Meadows, Phase 8, located at approximately 2400 S 1000 W (Applicant: Sherwood Hirschi)

7. Presentation regarding the annexation process

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
September 21, 2017**

Agenda Item # 5

Description	Heritage Days and Recreation Department Report
Department	Recreation
Presenter	Chad Wright
Financial Impact	The annual budget for Heritage Days is \$20,000, some of which is offset by donations.
Recommendation	Receive the report and provide input to staff.
Reviewed By	Mayor, City Manager, Recreation Director

Background

Nibley City holds an annual summertime festival to celebrate the City's heritage and build community. The City Council requested a report on the success of this year's event. Staff will present a report on the event, as well as other recent and upcoming events in the recreation department.

Agenda Item # 6

Description	Discussion and consideration of a final plat and development agreement for Sunrise Meadows, Phase 8, located at approximately 2400 S 1000 W (Applicant: Sherwood Hirschi)
Department	Planning
Presenter	Stephen Nelson
Applicant	Sherwood Hirschi
Findings	The plat meets the requirements set forth in Nibley City's subdivision code.
Financial Impact	There are several costs associated with new development and the higher impact that it brings on City infrastructure. However, these costs are offset by impact fees and other development fees.
Recommendation	Approve the final plat and Development Agreement.
Reviewed By	City Manager, Public Works Director, City Planner, City Engineer, City Building Inspector, City Attorney and Utah Property Rights Ombudsman

Background

This item was first heard by the City Council on September 7, 2017. At that meeting, the applicant's representative presented a question about the amount due to Nibley City from the Applicant for road construction costs. The City Council have staff direction to meet with the applicant to try to resolve the questions. That meeting will occur on Monday, September 18, after which staff will provide an update on the status of this application.

Sunrise Meadows Subdivision Phase 8 is the last phase of the Sunrise Meadows Subdivision. Sunrise Meadows preliminary plat was first brought to the Council in 2003. It is now before the Council for approval of the final plat for its 8th and final phase.

	Zoned R-2	Sunrise Meadows Phase 8
Min Lot Size	12,000	12,006
Average Lot Size	14,000	Subdivision on whole complies
Frontage	100 ft.	All lots comply
Side Yard Setback	10/25 ft.	All lots comply
Read Yard Setbacks	25 ft.	All lots comply

Staff and Engineering Review

Nibley City staff and engineer have reviewed the plat and the construction drawings to ensure compliance. The first plat that was turned in had some issues which staff identified and returned to the developer. All corrections have been made on the plat and the plat now complies with Nibley City Code 11-4-2. Nibley City’s engineer has reviewed the construction drawing and has found no major issue or concern.

Roads and other Improvements

The developer is constructing a road that goes through his development that meets Nibley City Design Standards. The developer will also construct half of 1000 W (33’) which complies with Nibley City’s Transportation Master Plan.

Nibley City staff has been working with the developer and the Utah Property Right’s Ombudsman about what the City can exact for Meadow Lane. Staff has determined that the developer needs to pay an additional \$10,000.00 to the City to fulfill the condition in Utah State Land Use and Development Act for providing an exactment “roughly proportionate, both in nature and extent, to the impact” (10-9a-508) of his development for improvement for Nibley Meadows. The developer has provided approximately 27,700 sq. ft. of improvements for a 40 cross-section from 2600 S to 2500 S. Then about 85,644 sq. ft. of improvements, which is the full 80 ft. cross-section from 2500 S to just past Nibley Park Ave (2450 S), and then the developer has dedicated the remainder of Meadow Lane from 2450 S to the North boundary of the development. The value of which is approximately the value if they would have provided and improved a 66’ cross-section to match their impact except for an additional \$10,000.00. The City acknowledges this impact within the development agreement.

Stormwater Improvements

Stormwater will be captured and carried to Meadow Lane and will empty into the Sunrise Stormwater Basins. They have provided the easement for the stormwater pipe on lot 33 along the property line. Staff has requested that this easement be changed from a 15’ to a 20’. The developer will be required to pay a fee per-lot for the stormwater system and is in the development agreement.

Tree Planting Plan

The developer has submitted a tree planting plan that complies with Nibley City Code 7-6 and will be attached to the final development agreement approved by the City Council. Trees have been selected from the City-approved, street-tree plant list (found in City Council Resolution 11-11 Tree Care Plan). The City arborist has been sent the plan and is reviewing it.

Development Agreement

The City has written and sent the developer the development agreement. The development agreement is a standard agreement. A couple of sections that are unique are as follows:

Section 3: The developer will not need to provide any additional water shares for this subdivision because all water shares were provided for the whole development on 2/2/2007.

Section 4: For the Sunrise Detention Basins, it was calculated that the cost per-home to construct the basin and all other infrastructure would be \$2,500.00. Because the developer is constructing \$6,000.00 worth of stormwater infrastructure, they will receive a discount on the total bill, bringing the total amount due to the City \$24,000.00.

Section 7: This section outlines the City's acknowledgment that the Developer has provided improvements and land along 1200 W and Meadow Lane proportionate with their impact and concluded that the developer will need to pay \$10,000.00 to fulfill their roughly proportionate amount which they would owe.

The construction drawings appear to be in order.

The plat meets the requirements set forth in Nibley City's subdivision code.

The developer has not turned over an official ground water report, but has noted that no homes can be built below 6" above the average curb height in front of the home and there cannot be any basements. This was done because of high ground water in the area.

The Planning Commission gave Sunrise Meadows Final Plat a recommendation for approval on August 23, 2017

Agenda Item # 7

Description	Presentation regarding the annexation process
Department	Planning
Presenter	Stephen Nelson
Financial Impact	Annexing new areas into the City brings the potential for new tax and fee revenue, however that new revenue is offset by the requirement to now provide services in those areas.
Recommendation	Receive the presentation from staff
Reviewed By	Mayor, City Manager, City Planner

Background

Staff will provide a presentation regarding the process required to annex new areas into the City and will discuss some areas that are planned to be annexed in the near future.

**NIBLEY CITY
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this ____ day of _____, 20____, between Sherwood Hirschi, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Sunrise Meadows Subdivision Phase 8, which is legally described as follows:

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST. SALT LAKE MERIDIAN, LOCATED IN THE CITY OF NIBLEY, COUNTY OF CACHE, STA TE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE S89°44'40"W 1324.79 FEET ALONG THE LATITUDINAL MID-SECTION LINE TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION; THENCE SO°33'33"E 857.33 FEET ALONG THE EAST SIXTEENTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SO°33'33"E 289.91 FEET ALONG SAID SIXTEENTH LINE TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SUNRISE MEADOWS PHASE 7; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID PHASE 7 THE FOLLOWING FOUR COURSES:

1. S89°26'27"W 327.26 FEET;
2. 41°56'32"W 162.93 FEET.
3. S48°03'28"E 22.13 FEET;
4. S41°56'32"W 115.00 FEET TO THE EASTERNMOST CORNER OF LOT 45 OF SUNRISE MEADOWS PHASE 2;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PHASE 2 THE FOLLOWING THREE COURSES:

1. N48°03'28"W 105.00 FEET;
2. N31°51'38"W 177.40 FEET;
3. S88°45'48"W 50.43 FEET TO THE SOUTHEASTERLY LINE OF MEADOW LANE;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES:

1. N41°56'32"E 299.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 340.00 FEET AND A LONG CHORD OF 74.46 FEET BEARING N35°39'20"E;
2. NORTHEASTERLY 74.61 FEET ALONG SAID CURVE; THENCE N88°35'24"E 472.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.78 ACRES, MORE OR LESS.

Tax Identification No. 03-008-0008

hereinafter referred to as “the Development” or “the Property” has been approved for construction; and

WHEREAS, plans for the Development are on file with Nibley City and are incorporated by reference herein; and

WHEREAS, it is necessary for the interest of the public welfare that improvements made be constructed in accordance with the specifications set forth in said plans and as provided by Nibley City ordinances and Design Standards; and

WHEREAS, the parties have agreed that an essential nexus exists between Nibley City’s interests and each exaction contained in this Agreement; and

WHEREAS, each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed subdivision and development; and

WHEREAS, the parties have reached this Agreement based on the facts and information available to each and have determined those facts and that information to be sufficient to make an informed decision that the exaction is appropriate and necessary, and does not constitute a taking by Nibley City; and

WHEREAS, Developer desires to record a final plat of the Development in order to obtain building permits and construct structures after the necessary infrastructure is installed, approved and accepted; and

WHEREAS, in accordance with said Nibley City ordinances, including Section 11-5 of the Nibley City Code, the Developer is required to furnish security for the completion of all improvements or complete all improvements prior to recording a final plat.

NOW THEREFORE, to induce Nibley City to approve said plans and allow the use of city-owned utilities and access and/or other improvements, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance. Developer hereby acknowledges that Developer has read the Subdivision Ordinance (or that an agent of Developer has), and that Developer understands the provisions of the Subdivision Ordinance and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. In accordance with Nibley City Code Section 11-6-6, Developer shall tender to Nibley City an Improvement Bond in the amount of \$313,372.87. In the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, Nibley City shall have the right to construct or cause to be constructed said streets and other improvements as shown on said plans as required by Nibley City ordinances and Design Standards, and upon completion of said improvements Developer, as secured, shall be liable to pay to, and indemnify Nibley City for, the

final total cost incurred by Nibley City, including but not limited to, engineering, legal and contingency costs, together with any damages which Nibley City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement which said sums are secured by the Improvement Bond.

3. Developer shall supply the City with water rights or shares as set forth in Nibley City Code Section 11-5-2 for the Development.

a. The Developer previously supplied all water shares for the entire subdivision to the City. The shares were provided on 2/2/2007 under certificate No. 374 with the College Irrigation Company

4. This development will be served by the Sunrise Detention Basin, and, as such, the Developer is required to pay an assessment to Nibley City of \$2,500 per lot (12 lots) for a total of \$30,000.00.

a. The developer shall install the following stormwater infrastructure improvements

i. 240' of 15" RCP pipe at an estimated value of \$17.50 per-foot for a total of \$4,200.00.

ii. Two 2'x3' storm water inlets which have an estimated value of \$900.00 each for a total of \$1,800.00

b. The City will credit the developer a total \$6,000.00 for added stormwater infrastructure improvements, bringing the total due to the City after the \$6,000.00 credit, of **\$24,000.00**

5. Developer shall ensure that Street Trees are planted and maintained in the Development in accordance with Nibley City Code Chapter 7-6 and the attached Street Trees Plan which is incorporated herein as Exhibit "A." The Developer shall ensure that trees are planted before the issuing of occupancy permits and enter into agreements with builders to install each tree.

6. The Developer agrees that the finish floor of each house to be constructed within this subdivision shall be at an elevation of 6-inches higher than the average curb height in front of the house or higher. The Developer also agrees that no home shall have a basement, finished or otherwise.

7. The Developer agrees to pay \$400.00 each to the City for four concrete manhole collars. The Developer agrees to pay \$300.00 each to the City for four water valve collars at \$300.00 each. The Developer also agrees to pay \$150.00 each to the City for two street signs. Bringing the total due for the above-listed improvements to \$3,100.00. These fees must be paid before the City will install each of these improvements.

8. The City acknowledges that the Developer has dedicated the section of Meadow Lane adjacent to the Development to the City. The City also acknowledges that the Developer has made improvements to sections of the 1200 West and Meadow Lane corridor south of the Development in compliance with Nibley City and State Code. The City had found that the Developer must pay the City **\$10,000.00** to fulfill a roughly proportionate amount of impact to Meadow Lane and 1200 West to fulfill Utah State Law Section 10-9a-508 and Nibley City Code Section 11-5-5 requirements for Meadow Lane and 1200 West. The portion of Meadow Lane adjacent to the Development shall be constructed by the City when the City deems appropriate.

a. All other improvements for the Development shall be constructed as shown in the construction drawings as approved by the City Engineer and Public Works Director.

9. The Developer agrees that all lots along 1000 West will not face 1000 West, but will face 2350 South and driveways will not access onto 1000 West.

10. The Developer shall pay the City the cost of installing the street lights, as assessed by Rocky Mountain Power, and the City will install the street lights in the future to a design to have limited impact to the firefly population in Firefly Park.

11. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns; provided, however that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.

12. Limitation on Recovery for Default. The sole remedy available to Developer shall be that of specific performance. IN NO EVENT SHALL NIBLEY CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

13. Developer's Default. If Developer fails to provide the required improvements or pay the sums as required herein and by the Nibley City Code, Nibley City may, at its election:

a. Withhold all further approvals, licenses, and permits for development of the Property, until such default has been cured.

b. Rescind prior approvals for portions of the Development which have not been transferred or sold or which would not otherwise effect third parties.

c. Exercise rights and remedies available at law and equity, including, but not limited to, injunctive relief, specific performance and/or damages.

14. In the event that either of the parties to this Agreement shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and

other related costs and expenses incurred by the non-defaulting or non-breaching party in pursuing its rights hereunder or under the laws of the State of Utah.

15. Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances, and requirements as now existing and as enacted and/or amended.

16. Developer shall provide a Warranty Bond in the sum equal to ten percent (10%), a total of \$31,377.29, of the estimated costs of all improvements installed in the Development as estimated by the City Engineer for the period of Developer's warranty on the improvements in the Development. Security in amounts more than 10% may be required by the City Manager if it is deemed appropriate and necessary. The Warranty Bond shall meet all the criteria outlined in Nibley City Code Chapter 11-6.

17. Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

19. Conflicts. If this Agreement conflicts with provisions of the Nibley City Code, the Nibley City Code shall govern.

20. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

21. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

22. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

23. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land.

24. Recitals. The foregoing Recitals are incorporated by reference.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

NIBLEY CITY

DEVELOPER

By: DAVID N. ZOOK
Its: City Manager

By: Sherwood Hirschi

STATE OF UTAH)
 :SS
County of Cache)

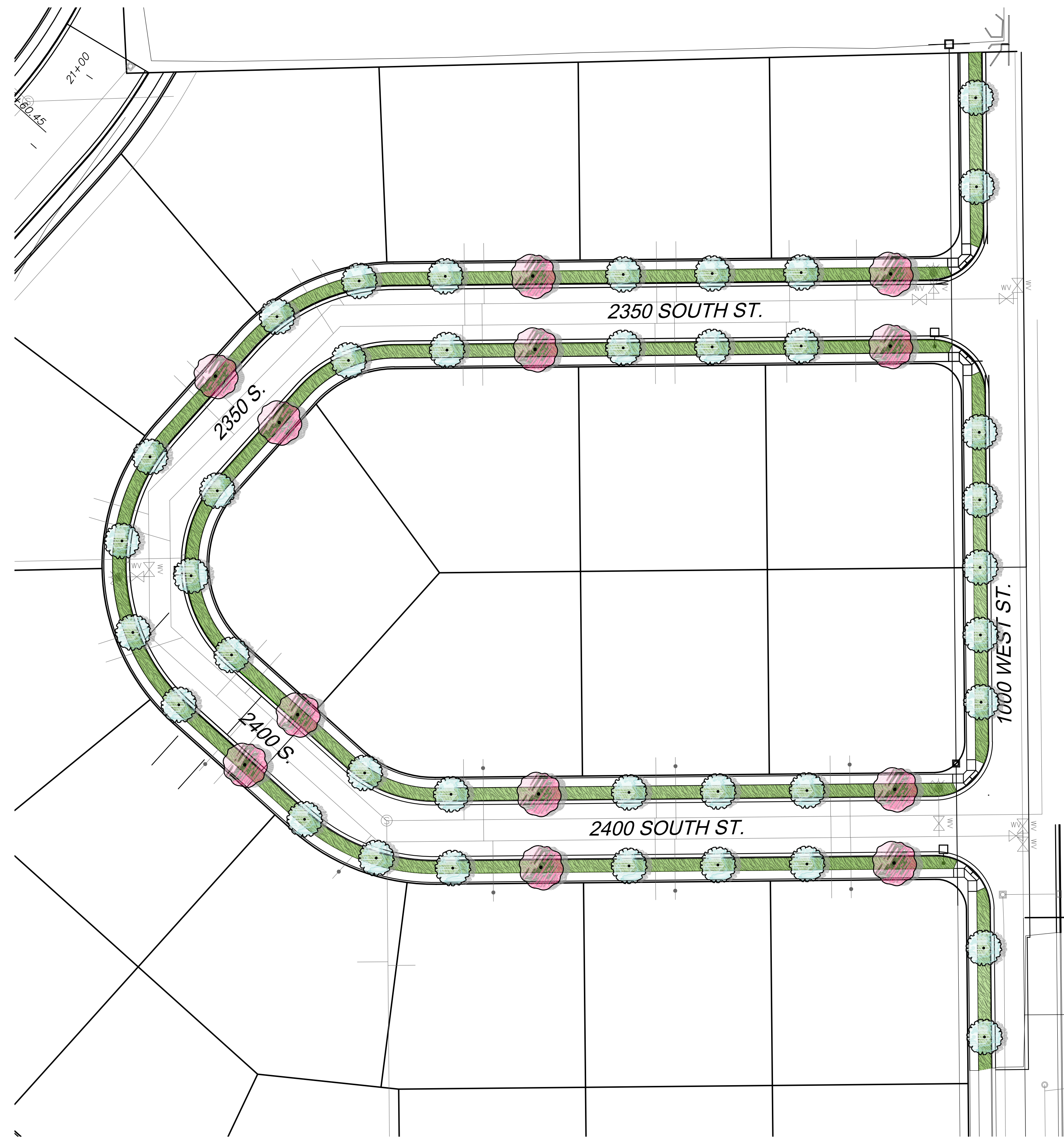
On this ____ day of _____, 2017, personally appeared before me DAVID N. ZOOK, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

STATE OF UTAH)
 : SS
County of Cache)

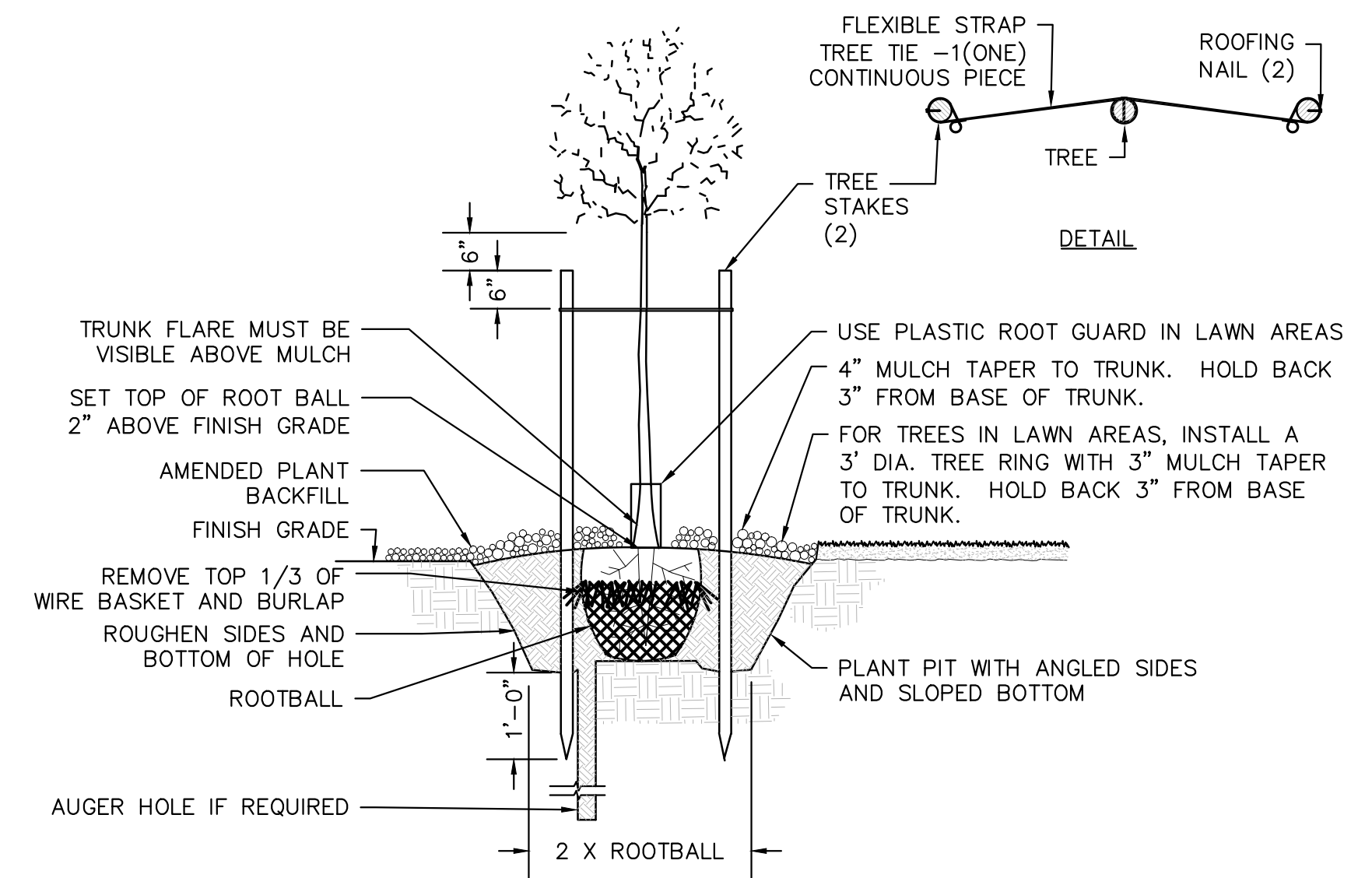
On the ____ day of _____, 2017, personally appeared before me, _____, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC



A TREE PLANTING PLAN
SCALE: 1" = 40'

PLANT SCHEDULE					
TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY	REMARKS
	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	B&B, 2" CAL	38	BALANCED BRANCHING, SEE DETAIL A, THIS SHEET
	PRUNUS SUBHIRTELLA	HIGAN CHERRY	B&B, 2" CAL	12	BALANCED BRANCHING, SEE DETAIL A, THIS SHEET
GROUND COVERS	BOTANICAL NAME	COMMON NAME		QTY	REMARKS
	SOD - LOCAL DROUGHT TOLERANT FESCUE BLEND			17,546 SF	



A TREE PLANTING AND STAKING DETAIL
1" = 1'-0"

PLANTING GENERAL NOTES

1. ALL PLANT MATERIALS SHALL MEET OR EXCEED SIZE IN SCHEDULES. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE PLANT MATERIALS WHICH DO NOT MEET THE QUALITY AS DEFINED IN ANSI Z.60 AMERICAN STANDARDS FOR NURSERY STOCK.
2. AMENDED PLANT BACKFILL MATERIAL SHALL BE A MIXTURE OF THREE (3) PARTS TOPSOIL TO ONE (1) PART PEAT MOSS AND SHALL BE MIXED ON-SITE.
3. ALL PLANTINGS SHALL RECEIVE TWENTY-ONE (21) GRAM TABLETS OF "AGRIFORM" PLANT FERTILIZER (OR APPROVED EQUAL) TO BE PLACED AS SHOWN IN DETAILS AND PER MANUFACTURERS RECOMMENDATIONS.
4. TREES PLANTED ADJACENT TO PUBLIC ROADS AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED TO SEVEN (7) FEET HEIGHT CLEARANCE ABOVE PAVEMENT.

PLOTTED August 18, 2017 By Nelson Chapman FILE 2: 2016 PROJECTS\042-1501 SUNRISE MEADOWS PHASE 8 - HIBBLEY MOUND LANDSCAPE PLANTING



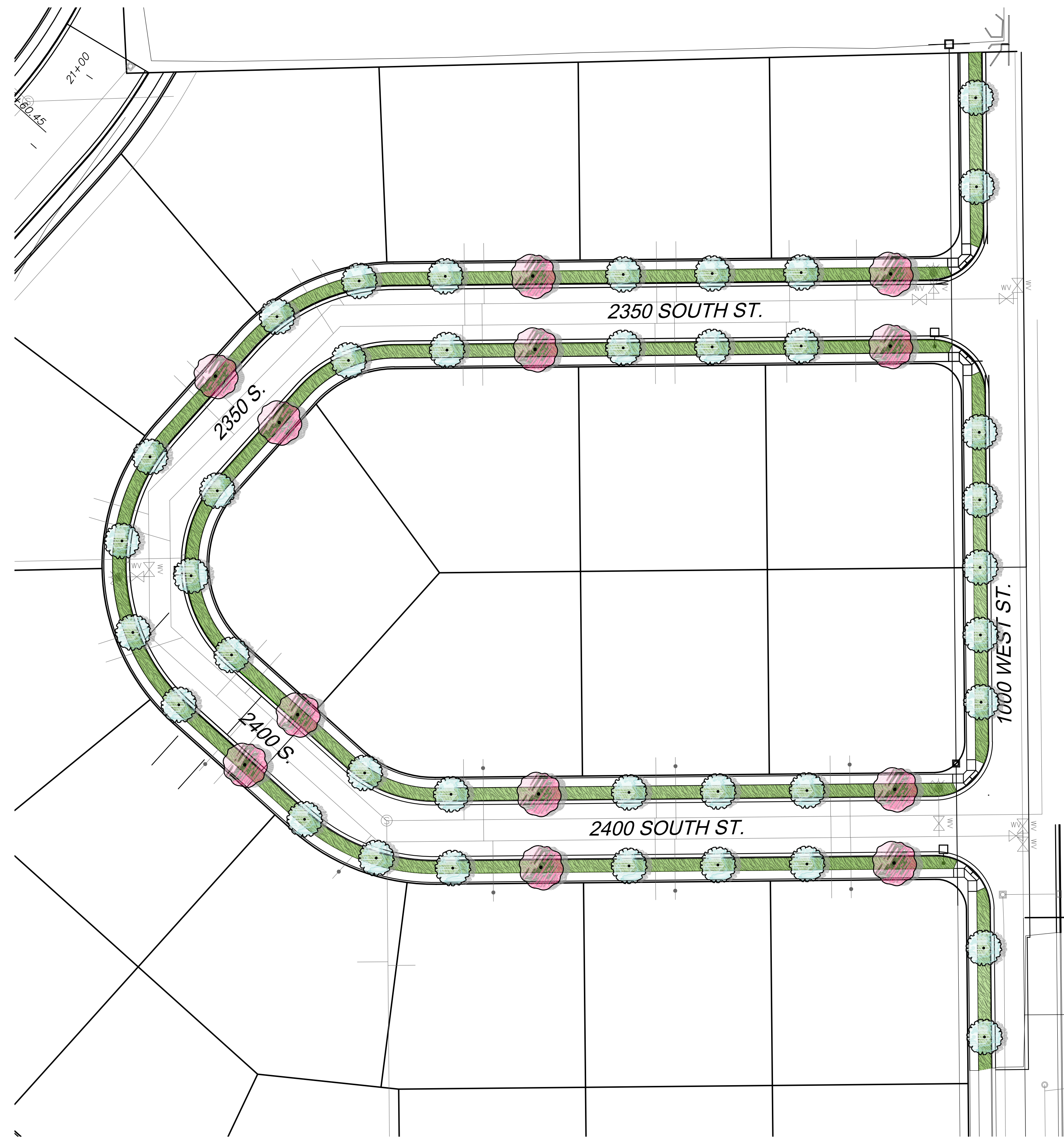
TREE PLANTING PLAN

SUNRISE MEADOWS PHASE 8
 2400 South 1000 West
 Nibley, Utah

Cache • Landmark
 Engineers
 Surveyors
 Planners
 95 Golf Course Rd.
 Suite 101
 Logan, UT 84321
 435.713.0099

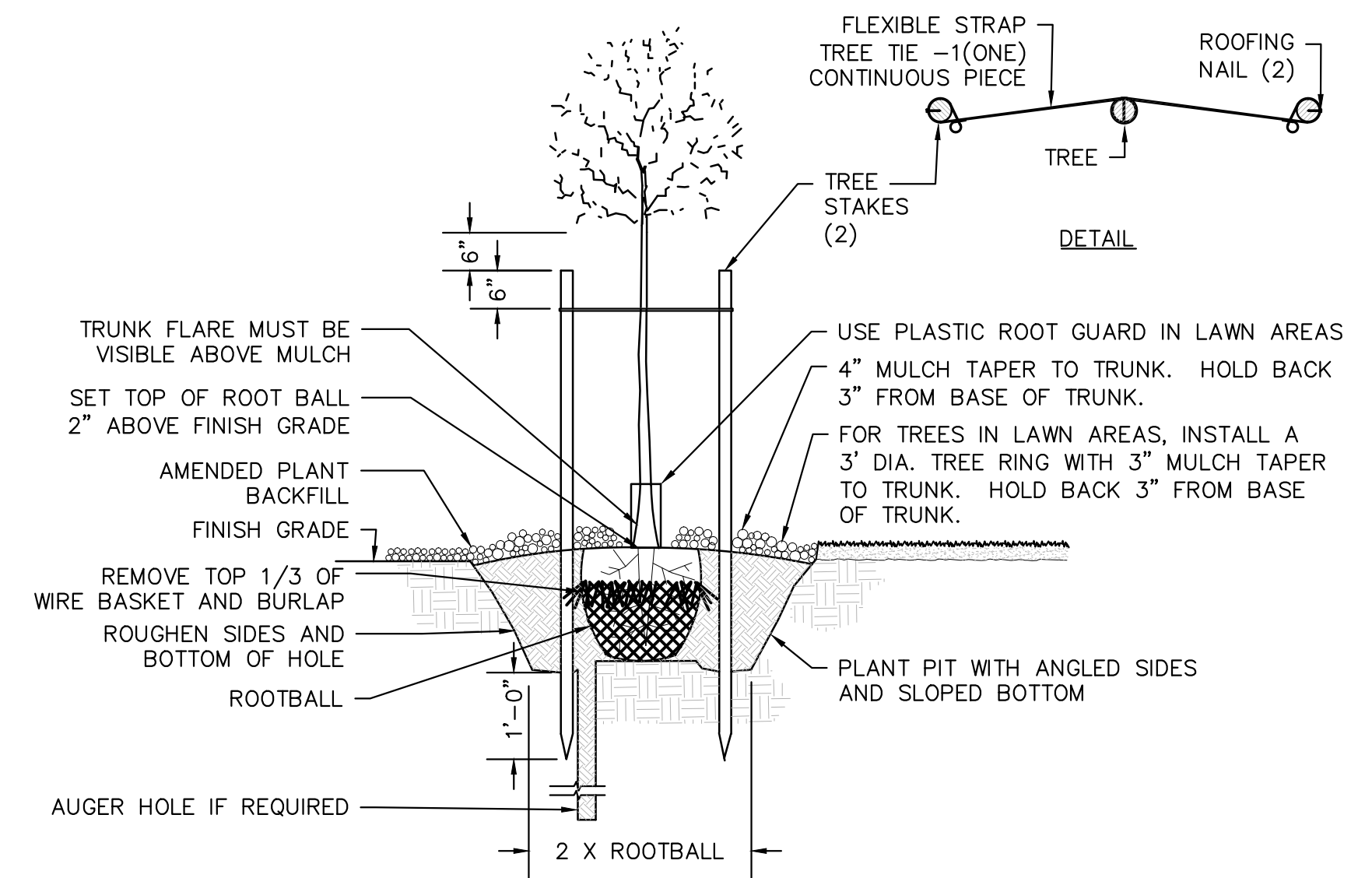
DATE: 17 AUGUST 2017
 SCALE: 1" = 40'
 DESIGN BY: J. MAUGHAN
 CHECKED BY: K. KVARFORDT
 APPROVED BY: K. KVARFORDT
 PROJECT NUMBER: 842-1203

SHEET: **L100**



A TREE PLANTING PLAN
SCALE: 1" = 40'

PLANT SCHEDULE					
TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY	REMARKS
	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	B&B, 2" CAL	38	BALANCED BRANCHING, SEE DETAIL A, THIS SHEET
	PRUNUS SUBHIRTELLA	HIGAN CHERRY	B&B, 2" CAL	12	BALANCED BRANCHING, SEE DETAIL A, THIS SHEET
GROUND COVERS	BOTANICAL NAME	COMMON NAME		QTY	REMARKS
	SOD - LOCAL DROUGHT TOLERANT FESCUE BLEND			17,546 SF	



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1" = 1'-0"

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PLOTTED August 18, 2017 By Nelson Chapman FILE 2: 2016 PROJECTS\042-1501 SUNRISE MEADOWS PHASE 8 - HIBBLEY MOUND LANDSCAPE PLANTING



TREE PLANTING PLAN

SUNRISE MEADOWS PHASE 8
 2400 South 1000 West
 Nibley, Utah

CL
 Cache • Landmark
 Engineers
 Surveyors
 Planners
 95 Golf Course Rd.
 Suite 101
 Logan, UT 84321
 435.713.0099

DATE: 17 AUGUST 2017
 SCALE: 1" = 40'
 DESIGN BY: J. MAUGHAN
 CHECKED BY: K. KVARFORDT
 APPROVED BY: K. KVARFORDT
 PROJECT NUMBER: 842-1203

SHEET: **L100**