



NIBLEY CITY

NOTICE OF
SPECIAL CITY COUNCIL MEETING ON MARCH 13, 2014
AND
CANCELLATION OF MARCH 20, 2014 REGULAR MEETING

AGENDA
Thursday, March 13, 2014
7:30 p.m.

Nibley City Hall
455 West 3200 South
Nibley, Utah 84321

Opening Ceremonies
Call to Order
Roll Call

1. Approval of Minutes and Agenda
2. Discussion and consideration of a final plat for Foxborough Estates- Phase 4, located at approximately 3350 S. 1525 W.
3. Discussion of a Memorandum of Understanding between Nibley City and the Cache County School District Regarding Access to and Development of a new High School
4. Discussion and Consideration of Funding a Wastewater Treatment Feasibility Study
5. Council and Staff Reports

Adjourn into Executive Session

6. Discussion of Personnel Matters Pursuant to Utah Code 52-4-205

Adjourn to Public Session

7. Discussion and Consideration of City Manager Contract

Adjourn Meeting

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



March 11, 2014

To: Mayor Shaun Dustin and City Council Members Cook, Hansen, Jacobson, Mickelson, and Whittaker,

From: Cache County School District

Subject: Memorandum Of Understanding (MOU) Related to Access and Development of the New High School

Mayor and City Council,

The Cache County School District (CCSD) provides Nibley City Officials with the following assurances in the form of **an Inter-Local Agreement**.

1. The bridge will be designed and constructed to UDOT bridge standards current at the time of design and construction applicable to new bridge construction on UDOT highways similar to SR 165.
2. As a designated future owner of the bridge, Nibley City will designate an engineer reviewer (with equal standing to CCSD's designated engineer reviewer) who will attend all engineering design meetings.
3. As a designated future owner of the bridge, Nibley City may elect to participate in the construction inspections and acceptance of the work (with equal standing to CCSD's designated representative).
4. The cross section of the bridge will be compliant with Nibley City's regulations applicable to standard cross sections for similar roadways. Refer to the attached diagram.
5. The structural design of the bridge and the supporting substructure will be done under the responsible charge of a professional structural engineer licensed in the state of Utah and with a minimum of three equivalent structures designed under their responsible charge in use.
6. The hydraulic design of the structure shall be done under the responsible charge of a professional engineer licensed in the state of Utah and with a minimum of three equivalent designs under their responsible charge in use.
7. CCSD and the general contractor will warranty the bridge for a period of one year following the final inspection and acceptance of the bridge by Nibley City.
8. CCSD will provide sidewalk 5.5 feet in width on the south side of 2600 South from the CCSD's west property line to SR 165.
9. CCSD will partner with Nibley City and UDOT to install the proposed traffic signalization at the 2600 South intersection. Installation will be based on UDOT approval, requirements, and timeline. Access to SR 165 to or from the school is based on meeting UDOT requirements. **Nibley City and the Cache School District agree that access to SR 165 to or from the school shall not be granted until signalization is complete.** Nibley City agrees to

apply for Council of Government funds during the 2014 funding cycle to construct improvements on the west side of the intersection that are necessary to install traffic signals, based on costs estimates provided by CCSD, and will contribute those funds to the project, if awarded. Nibley City will not contribute, with funding or in-kind, to the construction of signalization beyond funds awarded by the COG to Nibley City.

10. CCSD will provide the lighting at the intersection of 2600 South and SR 165 according to UDOT requirements.
11. CCSD will coordinate with Millville City and Nibley City for sewer planning, approval, and connection, in accordance with Nibley City regulations.
12. CCSD agrees to provide 0.72 acres of land (in equal value) on the East side of the river in exchange for the roadway from SR 165 to the CCSD west property line provided by Nibley City. Nibley agrees to grant the Cache School District a construction easement to build the identified road, bridge, and 2600 South intersection. CCSD and the general contractor will warranty these projects for a period of one year following the final inspection and acceptance of the roadway by Nibley City.
13. CCSD supports the public use of school facilities. As well, CCSD is willing to discuss possible future Rec-Center possibilities similar to what is in place at Sky View High School and will provide access to indoor and outdoor facilities in accordance with existing policy. Refer to the attached policy # I-F1 (page 2 of 7 paragraph c and d, page 3 of 7 paragraph f, and page 4 of 7 section Procedures and General Information) for details.
14. All aspects of the project occurring in Nibley City shall be completed in accordance with Utah Code (10-9a-305) related to public education entities.
15. This MOU shall be binding upon and shall inure to the benefit of the parties, their successors and permitted assigns, with no assignment hereof being allowed without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

CCSD looks forward to working with Nibley City officials as we explore the option to design and create this west entrance to the new South-End High School.

Sincerely,

Steve Norton
Superintendent
Cache County School District