

River Heights City

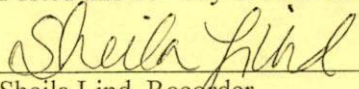
COUNCIL MEETING AGENDA

Tuesday, June 23, 2015

Notice is hereby given that the River Heights City Council will hold its regular council meeting beginning at 6:30 p.m. in the River Heights City Office Building at 520 S 500 E.

- 6:30 p.m. Opening Remarks and Pledge of Allegiance
- 6:35 p.m. Adoption of Previous Minutes and Agenda
Pay Bills
Purchase Requisitions
Finance Director Report
Public Works Report
Administrative Report
Public Comment
- 6:45 p.m. Resolution to Adopt the Final Tax Rates and Budgets
- 6:55 p.m. Consider Adoption of Changes to the City Code
- 7:10 p.m. Legal Advice on Waste Water Treatment Contracts
- 7:20 p.m. Mayor and Council Reports
- 7:35 p.m. Adjourn

Posted this 18th day of June 2015



Sheila Lind, Recorder

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sheila Lind, (435) 770-2061 at least 24 hours before the meeting.

River Heights City

River Heights City Council
Minutes of the Meeting
June 23, 2015

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6 Present were: Mayor James Brackner
7 Council members: Doug Clausen
8 Robert "K" Scott
9 Dixie Wilson
10 Blake Wright
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12 Recorder Sheila Lind
13 Public Works Director Clayton Nelson
14 Finance Director Clifford Grover
15
16 Excused Councilmember Geoff Smith
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18 Others Present: Gayle Brackner, Cindy Schaub
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21 The following motions were made during the meeting:
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23 Motion #1

24 Councilmember Wright moved to "adopt the minutes of the June 9, 2015 Council Meeting, as
25 corrected during the week, and the evening's agenda." Council member Scott seconded the motion,
26 which passed with Clausen, Scott, Wilson and Wright in favor. No one opposed. Smith was absent.
27

28 Motion #2

29 Councilmember Clausen moved to "pay the bills as listed." Councilmember Wilson seconded
30 the motion, which passed with Clausen, Scott, Wilson and Wright in favor. No one opposed. Smith
31 was absent.
32

33 Motion #3

34 Councilmember Clausen moved to "approve the two purchase requests." Councilmember Scott
35 seconded the motion, which passed with Clausen, Scott, Wilson and Wright in favor. No one opposed.
36 Smith was absent.
37

38 Motion #4

39 Councilmember Clausen moved to "adopt a Resolution Adopting Final Tax Rates and Budgets,
40 Report 800." Councilmember Wright seconded the motion, which carried. Clausen, Scott, Wilson and
41 Wright were in favor. None were opposed. Smith was absent.
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43 Motion #5

44 Councilmember Wright moved to "adopt Ordinance 1-2015, Changes to the City Code of River
45 Heights City, Utah, including all minor spelling and grammatical corrections to the code."

46 Councilmember Wilson seconded the motion, which carried with Clausen, Scott, Wilson and Wright in
47 favor. No one opposed. Smith was absent.

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50 Proceedings of the Meeting:

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52 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in
53 the River Heights City Building on Tuesday, June 23, 2015.

54 Opening Remarks and Pledge of Allegiance: Mayor Brackner expressed gratitude for living in
55 this location. This last week his wife lost her license and some money which ended up being turned in,
56 which they were very grateful for. Councilmember Clausen led the group in the Pledge of Allegiance.

57 Adoption of Previous Minutes and Agenda: Minutes of the June 9, 2015 Council Meeting, were
58 reviewed.

59 **Councilmember Wright moved to “adopt the minutes of the June 9, 2015 Council
60 Meeting, as corrected during the week, and the evening’s agenda.” Council member Scott
61 seconded the motion, which passed with Clausen, Scott, Wilson and Wright in favor. No one
62 opposed. Smith was absent.**

63 Pay Bills: The bills were presented and discussed.

64 **Councilmember Clausen moved to “pay the bills as listed.” Councilmember Wilson
65 seconded the motion, which passed with Clausen, Scott, Wilson and Wright in favor. No one
66 opposed. Smith was absent.**

67 Finance Director Report: FD Grover was reminded that the city still has the Cache Valley
68 savings account. He will close it this week. He discussed the excess money that will be remaining at
69 the end of the fiscal year. It will get transferred to the Capital Projects fund the first of July.

70 Purchase Requisitions: PWD Nelson explained two purchase requests:

- 71 • Backstop Fencing, Custom Fence in the amount of \$4,673. The baseball field is getting well
72 used. Baseballs are getting past the backstop and hitting the homes across the street. The
73 backstop needs to be extended by 16 feet to the east, as well as replace the current north
74 fencing. He’s asked for other bids but can’t find another company willing to put in the
75 backstop. No one wants to do a fence that high.
- 76 • Hopper Broom (street sweeper), Century Equipment Company in the amount of \$5,945. In the
77 past, the city has paid a company to sweep the streets. They dumped the collected gravel, etc.,
78 on the city property north of the cemetery. Recent EPA standards will not allow the storage of
79 street sweeping material. It must be taken to the landfill. By the time a company did all this
80 they would need to be paid for two (or more) days to get the job done and the city would spend
81 as much money as purchasing a sweeper and doing it themselves. Councilmember Wilson
82 asked if he had looked into buying a used one. Mr. Nelson stated he tried a used one but, it
83 didn’t sweep safely or maintain the gravel. The city gets such a good government rate, it’s less
84 than a used one somewhere else. They can buy replacement brushes at about \$1,400, which
85 should last a couple years or so. Ms. Wilson asked if the sweeping job can be done during
86 regular hours or would it require overtime? Mr. Nelson said they plan to do it here and there as
87 needed and as they’re available during their regular shifts. FD Grover said the hopper will
88 come out of the capital projects budget.

89 **Councilmember Clausen moved to “approve the two purchase requests.” Councilmember
90 Scott seconded, which passed with Clausen, Scott, Wilson and Wright in favor. No one opposed.
91 Smith was absent.**

Public Works Report and Discussion: PWD Nelson reported on the following:

- He and Engineer Rasmussen did the final walkthrough on Saddlerock Phase 1. There were only a couple items left. One is the lighting which the city needs to decide on. He is working with Tech Electric, Engineer Rasmussen and Conservice on their lighting design so the city can try to match them. They have something in mind they feel will look good. As soon as the decision is made, Dan Hogan will have the lights installed. He reminded that the council said the conduit should be run before approval on Phase 2. He asked that the Council allow Mr. Hogan to go forth with Phase 2 before the lights are done, since it's being held up by the city. Mayor Brackner read the engineer's recommendation, which summarized the walk through items. Also addressed on the list was an issue with settlement occurring around a sewer manhole and offsite storm water improvements. Mayor Brackner recommended the Council give their approval. Mr. Nelson informed the one year bond for Phase 1 won't start until all the items are completed. The Council agreed.
- The city engineers are still working on a bid for redoing the cul-de-sac at 600 East 650 South. He will check with them on how it's going.
- He informed that the city is in need of a crossing guard and also a substitute crossing guard. He suggested they could help get the word out.

Administrative Report: Recorder Lind didn't have anything.

Public Comment: There was none.

Resolution to Adopt the Final Tax Rates and Budgets: Mayor Brackner explained the rate is the one they decided on last year, when it was lowered.

Councilmember Clausen moved to "adopt Resolution 5-2015, a Resolution Adopting Final Tax Rates and Budgets, Report 800." Councilmember Wright seconded the motion, which carried. Clausen, Scott, Wilson and Wright were in favor. None were opposed. Smith was absent.

Consider Adoption of Changes to the City Code: Councilmember Wright explained the codification project that has been going on for the last couple years. Recorder Lind, Councilmember Wright and Mayor Brackner have generated the list of changes for consideration. The Commission held a public hearing on the changes and has approved and sent them on to the Council. He explained there was also some very minor corrections that they have taken the liberty to make, which didn't affect content. He explained and answered questions concerning the changes.

Councilmember Wright moved to "adopt Ordinance 1-2015, Changes to the City Code of River Heights City, Utah, including all minor spelling and grammatical corrections to the code." Councilmember Wilson seconded the motion, which carried with Clausen, Scott, Wilson and Wright in favor. No one opposed. Smith was absent.

Legal Advice on Waste Water Treatment Contracts: Mayor Brackner explained that he, Councilmember Clausen and PWD Nelson met with Attorney Jenkins last week to discuss Logan City's new contract. The difference between the two was discussed. Mr. Nelson suggested that River Heights needs to sit down with Logan to talk about exact figures. Logan resident's increase is figured a different way than River Heights.' Mayor Brackner asked the Council to review all the facts and hopefully make a decision in two weeks.

Councilmember Wilson asked if the user charge was the same as the monthly charge. Mayor Brackner explained. Councilmember Clausen reiterated that they are trying to decide whether they want to keep with the old contract, or go with the new one. Tomorrow Logan City will find out if they get state funding. Mr. Clausen is bothered by the fact that River Heights' name is on the letter of intent for the new contract. Mayor Brackner clarified that his signature verified that he will present the new

138 contract to the Council. PWD Nelson felt the letter is to help Logan City get their funding. Mayor
139 Brackner was confident that his signature wasn't a signing of the actual contract. Councilmember
140 Clausen feels the contract won't get adopted by the Council. Councilmember Wright was curious, if
141 River Heights stayed with the current contract, what repercussions there would be in 10 years when it
142 was time to renegotiate with Logan. This probably can't be determined.

143 Councilmember Wilson had questions that were answered.

144 Mayor Brackner pointed out that Logan City has all the voting control.

145 Councilmember Clausen hoped they could find out when the new rates would go into effect.
146 Mayor Brackner had heard Logan say it would be two to three years, when their new treatment plant
147 was up and running. Mr. Clausen asked him to try to find out tomorrow. Mayor Brackner said after
148 they get the size of plant settled, a company will come in to do a rate analysis.

149 Councilmember Clausen said the city attorney cautioned that there could be a lawsuit at the end
150 of the current contract. Logan City has already taken River Heights to court a time or two over it.

151 Mayor and Council Reports: Councilmember Scott reported he is going through the emergency
152 preparedness stuff to get organized. He will have some directions to talk about in the next meeting or
153 two.

154 Councilmember Clausen suggested calling the Opera Company to see what they decided about
155 the Old Church. Mayor Brackner said he would make the call.

156 Mayor Brackner informed of a complaint about a neighborhood rooster and a goat. Recorder
157 Lind has sent a letter to the rooster owner. She and Councilmember Wright will find code
158 documentation to send to the goat owner.

159 The meeting adjourned at 7:50 p.m.

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Sheila Lind, Recorder

James Brackner, Mayor

River Heights City Bills To Be Paid

June 23, 2015

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Bear River Health Department	Water Coliform Testing							\$40.00		\$40.00
2	Cache Valley Publishing	Planning Public Notice	\$50.37	\$42.21							\$92.58
3	Cal Ranch	Sawzall, Sealant, Supplies, Boots			\$73.83			\$73.82	\$73.83	\$73.82	\$295.30
4	Chyanne Lind	Office Cleaning	\$112.50								\$112.50
5	Intermountain Farmers Association	Fertilizer			\$306.94						\$306.94
6	LeGrand Johnson	Road Base			\$63.95			\$63.95			\$127.90
7	Logan City	Water Consumption							\$161.93		\$161.93
8	Mueller Systems	P.O. 20015-PO007							\$128.40		\$128.40
9	Peggy Smith	Royalty Expenses					\$191.95				\$191.95
10	Questar	Gas Charges	\$36.26		\$23.32			\$16.24	\$45.78	\$16.24	\$137.84
11	South Fork Hardware	Eagle Project & some Shop Supplies			\$14.90			\$19.19	\$14.90	\$14.90	\$63.89
12	Thomas Petroleum, LLC	Fuel for Trucks and Equipment			\$37.10			\$97.33	\$97.33	\$97.32	\$329.08
13	West Motor Co, Inc.	2015 Ram Oil Filer Etc.						\$14.48	\$14.48	\$14.49	\$43.45
14	Utah Local Government Trust	Workers Comp Monthly & Annual Premi	\$1,261.14		\$1,681.53			\$1,597.45	\$413.07	\$268.94	\$5,222.13
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Page 1 SubTotals \$1,460.27 \$42.21 \$2,201.57 \$191.95 \$1,882.46 \$989.72 \$485.71 \$7,253.89

Page 1 Total Amount to be Paid \$7,253.89

RIVER HEIGHTS CITY
COMBINED CASH INVESTMENT
RUNNING TOTAL - LAST 12 MONTHS

Combined Cash Accounts		Final Jul-14	Final Aug-14	Final Sep-14	Final Oct-14	Final Nov-14	Final Dec-14	Final Jan-15	Final Feb-15	Final Mar-15	Final Apr-15	Final May-15	Final Jun-15
01-1010	Checking-General	259,376.49	223,477.14	276,567.16	126,283.50	109,352.45	142,957.41	156,647.98	212,242.41	267,048.75	299,526.00	325,256.78	349,535.69
01-1020	PTIF	47,710.63	47,729.67	47,748.37	47,768.04	47,787.95	47,808.56	47,828.18	47,848.18	47,869.70	47,891.24	47,913.85	47,913.85
01-1025	Zions Savings	239,100.27	239,100.27	239,178.63	239,178.63	239,178.63	239,100.65	239,100.65	239,100.65	239,177.31	239,177.31	239,177.31	239,177.31
01-1030	Lewiston Savings	245,504.05	245,504.05	245,586.78	245,605.96	245,605.96	245,698.82	245,698.82	245,698.82	245,789.69	245,789.69	245,789.69	245,789.69
01-1035	Cache Valley Savings	246,092.88	246,143.04	246,191.59	246,241.77	246,290.34	246,340.54	246,340.54	246,436.11	246,486.34	246,534.96	246,580.21	246,580.21
01-1075	Utility Cash Clearing Account								(607.42)				(32,206.52)
	Total Combined Cash	1,037,784.32	1,001,954.17	1,055,272.53	905,077.90	888,215.33	921,905.98	935,596.55	990,718.75	1,046,371.79	1,078,919.20	1,104,717.84	1,096,790.23
01-1000	Cash Allocated to Other Funds	(1,037,784.32)	(1,001,954.17)	(1,055,272.53)	(905,077.90)	(888,215.33)	(921,905.98)	(935,596.55)	(990,718.75)	(1,046,371.79)	(1,078,919.20)	(1,104,717.84)	(1,096,790.23)
	Total Unallocated Cash	-	-	-	-	-	-	-	-	-	-	-	-
	Cash Allocation Reconciliation												
10	Allocation to General Fund	320,028.57	251,963.75	268,139.25	96,550.48	64,336.50	(145,398.38)	176,250.67	212,855.34	232,409.48	251,942.62	273,360.86	277,083.36
40	Allocation to Capital Projects Fund	314,328.79	314,352.67	314,425.50	314,455.20	314,479.61	534,630.58	210,590.21	210,620.80	210,672.59	207,316.36	193,316.70	189,529.20
51	Allocation to Water Fund	26,550.20	50,578.64	76,152.42	98,354.00	113,395.50	128,250.55	138,565.72	151,401.43	171,356.48	193,692.51	205,222.92	198,925.15
52	Allocation to Sewer Fund	376,876.76	385,059.11	396,555.36	395,718.22	396,003.72	404,423.23	410,189.95	415,841.18	431,933.24	425,967.71	432,817.36	431,252.52
	Total Allocations from Other Funds	1,037,784.32	1,001,954.17	1,055,272.53	905,077.90	888,215.33	921,905.98	935,596.55	990,718.75	1,046,371.79	1,078,919.20	1,104,717.84	1,096,790.23
	Allocations from Combined Cash Fund	(1,037,784.32)	(1,001,954.17)	(1,055,272.53)	(905,077.90)	(888,215.33)	(921,905.98)	(935,596.55)	(990,718.75)	(1,046,371.79)	(1,078,919.20)	(1,104,717.84)	(1,096,790.23)
	Check - Allocations Balance	-	-	-	-	-	-	-	-	-	-	-	-

Forsgren Associates, Inc.
95 West 100 South, Suite 115
Logan, UT 84321
Tel 435 227-0333
Fax 435 227-0334

FORSGREN
Associates Inc.

Saddlerock Subdivision-Phase 1 Acceptance

To: Jim Brackner, Mayor

From: Craig Rasmussen

Craig L Rasmussen

CC: Clayton Nelson, Dan Hogan

Date: June 22, 2015

Re: Saddlerock Subdivision Phase 1 – Recommendation of Acceptance

A project walkthrough was completed by Clayton Nelson (River Heights City) and Craig Rasmussen (Forsgren Associates – City Engineer) on Tuesday, June 16, 2015 for the purpose of reviewing punchlist items to verify completion of this phase of the subdivision. Except as noted herein, all items have been completed. Based upon the following discussion/arrangements to address these items, City Council approval of Saddlerock Subdivision - Phase 1 is recommended. The one year warranty period runs through June 17, 2016. I understand that a letter of credit in the amount of \$22,500 for the warranty period of Phase 1 has been provided to River Heights City. Any claim on the letter of credit for warranty work, if necessary, will need to be submitted to Lewiston State Bank prior to the expiration date of the letter, which I believe is slightly before June 17, 2016.

The following items were not completed:

1. Installation of LED street lights. River Heights City requested that LED lights be installed in this development and the City has been in process of coordinating LED standards and criteria. The City is pursuing light installation for this phase. Phase 1 is recommended for approval based upon your agreement to place and/or pay for conduits to be installed to the light pole locations as coordinated with the City.
2. Additional settlement is occurring around the sanitary sewer manhole on 600 South. Approval of Phase 1 is recommended on the condition that asphalt be repaired with utility installations occurring as part of the off-site storm water improvements or with Phase 2 infrastructure. Temporary placement of an asphalt overlay may be required.
3. Off-site storm water improvements may be completed at the beginning of Phase 2 construction as allowed by the City Council to accommodate construction during the summer when school is not in session.

Resolution Adopting Final Tax Rates and Budgets Report 800	Form PT-800 pt-800.xls Rev. 12/07
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County: **CACHE**

Tax Year: **2015**

It is hereby resolved that the governing body of:

RIVER HEIGHTS CITY

approves the following property tax rate(s) and revenue(s) for the year: **2015**

1 Fund/Budget Type	2 Revenue	3 Tax Rate
10 General Operations	\$85,024	0.001214
190 Discharge of Judgement		0.000000
Totals	\$85,024	0.001214

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 29-2-920.

Signature of Governing Chair	
Signature: <u>James Brackner</u>	Date: <u>6/24/2015</u>
Title: <u>Mayor</u>	

ORDINANCE 1-2015

CHANGES TO THE CITY CODE OF RIVER HEIGHTS CITY, UTAH

June 23, 2015

1-5-5:E.2.

Minimum Vote Required: The minimum number of yes votes required to pass any ordinance, resolution or to take any action by the city council, unless otherwise prescribed by law, shall be a majority of the members of the quorum, but shall never be less than three (3).

- a. Any ordinance, resolution or motion of the city council having fewer favorable votes than required herein shall be deemed defeated and invalid, except a meeting may be adjourned to a specific time by a majority vote of the city council even though such majority vote is less than that required herein.
- b. ~~A majority of the members of the city council, regardless of number, may fill any vacancy in the city council.~~

Letter 'a' of this section will be combined with number '2' (since 'b' will be removed).

1-5-6:

ELECTRONIC MEETING; PROCEDURE

- A. Prior to or at the beginning of an electronic meeting, the mayor shall verify that proper notice of the meeting was given pursuant to Utah Code Annotated, unless closed under said State Code.
- B. Prior to or at the beginning of the electronic meeting or portion of the electronic meeting in which nonpresent members will be participating, the Mayor shall confirm that the nonpresent members are connected via electronic means (i.e.: telephonic or telecommunications conference).
- C. The electronic connection shall be such that all members, both present and nonpresent, may hear the proceedings of the meeting, or portion of the meeting, in which they are participating.
- D. If voting is required, the Mayor shall require a roll call vote, so that the nonpresent members' votes may be counted.
- E. The Mayor shall require all participants in the electronic meeting to verbalize their statements and responses, so that the nonpresent members may hear them.
- F. The Mayor shall require that all visual aids and written materials not available to the nonpresent members be verbally described.

Insert the above as 1-5-6 and bump current 1-5-6 to 1-5-7.

1-6-6

CITY RECORDER AND CITY TREASURER

- A. Appointment: On or before the first Monday in February following a city election, the mayor, with the advice and consent of the city council, shall appoint a qualified person to each of the offices of city recorder and city treasurer.

- B. ~~Ex Officio Auditor: The city recorder is ex officio the city auditor and shall perform the duties of that office. (2005 Code)~~

Letter 'A' of this section will be combined with the heading (since 'B' will be removed).

3-1-8D. Any home businesses, services or activities that could become disruptive to the neighborhood.

3-2C-1 Definitions

CUSTOMER:

A. ~~Subject to subsections B and C of this definition, the person who is obligated under a contract with a telecommunications provider to pay for telecommunications service received under the contract.~~
Remove A. Renumber B&C as A&B.

B. For purposes of this article, "customer" means:

1. The person who is obligated under a contract with a telecommunications provider to pay for telecommunications service received under the contract; or
2. If the end user is not the person described in subsection B1 of this definition, the end user of telecommunications service.

C. "Customer" does not include a reseller:

1. Of telecommunications service; or
2. For mobile telecommunications service, of a serving carrier under an agreement to serve the customer outside the telecommunications provider's licensed service area.

3-4-4 Definitions

ADULT
MOTION
PICTURE
THEATER:

A commercial establishment which:

- A. Excludes minors from the showing of any two consecutive exhibitions (~~repeated showings of any single presentation shall not be considered a consecutive exhibition~~); or
- B. As its principal business, shows, for any form of consideration, films, motion pictures, video cassettes, slides, or similar photographic reproductions which are primarily characterized by the depiction or description of "specified sexual activities" or "specified anatomical areas."

ADULT
THEATER:

A theater, concert hall, auditorium, or similar commercial establishment which:

- A. Holds itself out as such a business; or

- B. Excludes minors from the showing of any two consecutive exhibitions (~~repeated performance of the same presentation shall not be considered a consecutive exhibition~~); or

5-2-1

~~Adoptions~~ Fostering: The temporary sheltering of any lost, stray or otherwise homeless animal for a period of time not to exceed thirty (30) days. River Heights City recognizes the need for individuals to care for and shelter stray animals when this occurs. After the thirty (30) day period, all ordinances apply with regards to the vaccinations and licensing of the adopted animal(s). Adoptions that cause a household to exceed the legally permitted number of animals per household are subject to the approval of River Heights City and require a kennel conditional use permit. It is a violation of city ordinance to adopt animals for the express purpose of resale or profit. Adoptions are to proceed in cooperation with the River Heights City animal control officer. **(Omit definition of 'adoptions')**

5-2-3

A. Dog License Required:

1. All dogs must be licensed each year, except as otherwise provided herein, to a person eighteen (18) years of age or older. Any person owning, possessing or harboring any dog within the city shall obtain a license for such animal within thirty (30) days after the dog reaches the age of four (4) months, or within thirty (30) days of the acquisition of such dog or presence of such dog within the city. Initial licensing requires completing a standard form, which requests name, address and telephone number of the applicant and the breed, gender of the animal and whether it has been spayed or neutered. The form also asks for pertinent information regarding rabies vaccinations. ~~and a~~ Annual renewals require the presentation of a valid rabies certificate of vaccination at the time of application for a license. For a dog under the age of six (6) months, the city may accept certification from a licensed veterinarian that the owner has deposited funds for spaying or neutering. A spayed or neutered dog may be licensed at the reduced fee. Refer to current fee schedule held at the city office. Said initial license shall be effective for one year until March 1 of the following year and must be renewed annually thereafter.
2. License renewals ~~applications~~ must be submitted annually to the city. Proof of rabies vaccination and fees will be due March 1st and delinquent March 2nd of each year. Late applications will be charged a \$10 late fee per month for every month of delinquency. If dogs are not licensed, their owners will be in violation of the law and issued a citation, utilizing a standard form, which requests name, address and telephone number of the applicant and the breed, sex, color and age of the animal; the form also asks for pertinent information regarding rabies vaccinations. (moved to 1.) Refer to current fee schedule held at the city office. (moved to 1.)
3. ~~The licensing application, proof of rabies vaccination and fees will be due March 1st and delinquent March 2nd of each year. Late application will be charged a \$10 late fee per month for every month of delinquency. If dogs are not licensed, their owners will be in violation of the law and issued a citation. (moved to #2, delete #3)~~

5-2-4:D.2.

Notice provided for under this section shall be deemed to have been properly served when ~~the original law inspection report form or other~~ notice has been delivered personally to the permit holder or person in charge, or such notice has been sent by certified mail to the last known address

of the permit holder. A copy of such notice shall be filed with the records of the city. (Ord. 04-06-08, 6-8-2004)

5-2-5:H 12. When a pet or stray is found in any city park, except Stewart Hill Drive Park. (Add.)

5-2-6:A Rabies Vaccination Required For Dogs: The owner or person having the charge, care, custody and control of a dog four (4) months of age or over shall have said animal vaccinated within thirty (30) days after it reaches said age. Any person permitting any such animal to habitually be on or remain, or be lodged or fed within such person's house, yard or premises shall be responsible for said vaccination. Unvaccinated dogs over four (4) months of age acquired by the owner or moved into the jurisdiction must be vaccinated thereafter ~~every twenty four (24) months with a modified virus rabies vaccine approved by the city. as required by law.~~ **(Currently, the rule is that rabies are due one year after original shot and every 3 years after that.)**

5-2-6B.2. Any unvaccinated animal may be reclaimed prior to disposal by payment of impound fees, bringing license current and by obtaining a rabies vaccination, if needed within ~~seventy two (72) hours of release.~~

5-3-3 REGISTRATION

~~Chickens shall not be kept on a residential lot or parcel unless person keeping chickens first registers with the City.~~

- ~~A. The registrant shall acknowledge the rules set forth in this section of the River Heights City Code and shall, as a condition of filing the registration, agree to comply with such rules.~~
 - ~~B. The cost of filing a registration shall be as shown on the Consolidated Fee Schedule adopted by the City Council.~~
 - ~~C. The registration shall be good for one (1) year and shall be renewed annually.~~
 - ~~D. The City recommends that chicken owners have each of their chickens vaccinated.~~
- (Strike this sections since there is no procedure set up to register chickens.)**

7-1-1: In Line Skating and Skateboarding **(move this section to 5-1B-1 Offences and Crimes)**

7-7-1:B.3 River Heights City ~~shall~~ may schedule and notify in writing, ~~all~~ any consumers of the need for the periodic system survey to insure compliance with existing applicable minimum health and safety standards.

7-5-5:A Franchise Application: To obtain a franchise to construct, own, maintain or provide services through any system within the city, to obtain a renewal of a franchise granted pursuant to this chapter or to obtain the city approval of a transfer of a franchise, as provided subsection 7-5-7A2 of this chapter, granted pursuant to this chapter; an application must be filed with the city ~~on the form attached to the ordinance codified herein as exhibit A,~~ which is hereby incorporated by reference and on file in the city office. The application form may be changed by the mayor so long as such changes request information that is consistent with this chapter. Such application form, as amended, is incorporated by reference. (Ord. 2-98, 3-24-1998; amd. 2005 Code)

9-2-7 COLLECTION OF IMPACT FEES

The collection of impact fees shall be as follows:

- A. Except as set forth in subsection B of this section, the impact fees for all new development shall be calculated and collected in conjunction with the application for the Zoning Clearance Permit

~~first building permit or electrical permit, certificate of compliance or occupancy, or other permit subsequent to development plan approval for such development, whichever occurs first in time.~~

- B. For other uses not ~~ultimately~~ requiring a building Zoning Clearance Permit, ~~electrical permit, certificate of compliance or occupancy, or other permit subsequent to development plan approval,~~ the fee shall be calculated and collected at the time of approval of the development plan. (Ord. 99-08, 8-10-1999)

9-3 Outdoor Lighting:
Need to add a section on LED lighting.
The whole chapter needs to be revised.

10-2-1 BUILDING HEIGHT
 The vertical distance as measured from the highest point of the roof of the building, not including a chimney, vane, mechanical equipment screen, or un-inhabited building mechanical-electrical equipment space down to the point representative of the average finished grade of the land around the perimeter of the building.

10-12-1

Table 1, Land Use Chart

<u>Land Use Description</u>	<u>A</u>	<u>R1</u>	<u>C1</u>	<u>PR</u>	<u>PUD</u>	<u>MU</u>
Residential						
1. Dwelling, single family detached	P	P			P	C
2. Dwelling, single family attached					P	C
3. Dwelling, two family					P	C
4. Dwelling, Multi Family						P
5. Residential Facility for Elderly Persons	C	C	P		C	C
6. Residential Facility for Persons with a Disability	C	C	P		C	C
7. Secondary Residential Unit (may only be occupied by a <u>related</u> person)	P	P			P	C
8. Apartment (within owner occupied structure)	P	P	P			C
<u>9. Flag Lot</u>		<u>C</u>				<u>C</u>
Commercial and Retail Uses						
<u>80. Adult-Oriented Business</u>			<u>C</u>			

10-14-6:C. The property owner of the business licensed at the site, and entity responsible for the event are jointly responsible for ensuring there is adequate parking at the event site. ~~The use of public right-of-way for event parking is prohibited.~~ Parking arrangements may be made for use of adjoining or nearby parking areas within a 300 foot radius, but a copy of the agreements shall be in writing and filed with the city at least two working days prior to the event.

10-14-7:D. The use of undeveloped sites for parking or sales by temporary vendors shall be prohibited. ~~Temporary vendors may utilize undeveloped portions of appropriately zoned properties provided that the property owner creates an approved right-of-way access, a paved surface for the area, parking needed by the vendor, and landscaping. The city may approve the design and landscaping for temporary vending.~~

- 10-16-1:C. Screening Requirements: ~~Except in those zones where nonaccessory signs are permitted, a~~All signs shall display thereon only information pertaining to products or services sold on the premises. Community events or public information may be displayed on a temporary basis. No more than thirty percent (30%) of the sign area or message shall be used for this purpose.
- 10-15-6:A. Street trees shall be planted within the parkstrip along both sides of all streets every thirty (30) feet on center. If no parkstrip exists, trees shall be planted adjacent to the roadway edge, where a parkstrip would exist, if possible. Tree size and species shall be approved by the city.
- 10-15-12:B. Repair and Replacement of Landscaping:
1. Required landscape structures (examples include and are not limited to walls, fences, curbs, planters) shall be maintained in a structurally sound and aesthetically pleasing condition.
 2. The regular maintenance, repair, or replacement of any landscaping irrigation systems is required by this chapter.
 3. ~~Continuous maintenance of the site as a whole.~~
- 11-4-3:C.2.d. The street address for each lot as assigned by the subdivider and approved by the city.
- 11-5-1:B.3. ~~Hold of Percentage~~ Guarantee of Work: The city may hold five percent (5%) of the security of performance provided by the subdivider until one year following the final inspection by the city engineer, or for such other period of time less than one year as the city deems necessary to ensure compliance as set forth herein. (See River Heights City Construction Specifications/Standards.)

Passed and adopted this 23rd day of June, 2015.

James Brackner, Mayor

ATTEST:

Sheila Lind, Recorder

AGREEMENT

THIS AGREEMENT, made and entered into the 1ST day of July, 1975, by and between LOGAN CITY CORPORATION, a Utah Municipal Corporation, hereinafter referred to as Logan, and RIVER HEIGHTS CITY CORPORATION, a Utah Municipal Corporation, hereinafter referred to as River Heights.

WITNESSETH:

THAT WHEREAS, River Heights City, Utah has no sewage disposal system and the governing body of said City desires to install a collection system for sewage in River Heights City; and

WHEREAS, Logan has a sewage lagoon and treatment facility of sufficient capacity to receive and treat the sewage of the inhabitants of River Heights City; and

WHEREAS, the parties to this Agreement desire to enter into an agreement in writing whereby and whereunder Logan will accept and treat the sewage of the inhabitants of River Heights;

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

1. That River Heights will, upon obtaining necessary financing, install a sewage collection system within its corporate limits at its sole cost and expense and will install at its sole cost and expense a trunk line extending from its sewage collection system to a point 1700 ft. east of the intersection of 7th South Street and U. S. Highway 91, where a connection will be made to a planned Logan City fifteen-inch sewer trunk line. This point shall

be referred to hereinafter as the "collection point," Logan agrees to complete installation of said fifteen-inch trunk line to the collection point at Logan's cost and expense on or before the date River Heights is ready to connect thereto.

2. At this collection point, River Heights agrees to install at its sole cost and expense, to specifications acceptable to Logan City Engineer, a collection box and measuring device with attached recorder or totaling meter to measure the volume of waste discharged through said trunk line into Logan City trunk line.

3. The measuring device installed at the collection point shall be under the control of and shall be maintained by Logan. River Heights agrees to pay the reasonable cost and expense of maintaining said device and shall have the right to verify the meter readings and otherwise inspect said device at any time during business hours and otherwise in case of emergency.

4. Logan agrees to accept the waste passed through said measuring device at the collection point and from said point to be solely responsible for conveying said waste to Logan's sewage treatment facility and for the treatment and disposal of said waste. However, Logan will not accept sewage from any River Heights resident or business or from any other source if that residence, business or other source originates from an area north of the township line between township 11 North and township 12 North, Salt Lake Base. A copy of a map showing the present boundaries of River Heights is attached hereto.

5. River Heights agrees to pay Logan, and Logan agrees to

accept from River Heights, as sole consideration for Logan accepting, conveying, treating, and disposing of said waste a regular fee equal to \$0.10 for each 1,000 gallons of waste as measured at the collection point up to a maximum each month equivalent to 150 gallons per capita per day based on the average population of River Heights during the month for which the regular fee is paid. Said fee shall be paid monthly on or before the 10th day of each month for the prior month, commencing with the month following the first month that sewage is delivered to the collection point by River Heights.

6. River Heights agrees to pay an excess-usage fee of \$0.20 for each 1,000 gallons of waste received each month by Logan in excess of the monthly equivalent of 150 gallons per capita per day on the population basis determined above. Such fee will be computed and will be payable on the same monthly basis as the regular fee.

7. It is further agreed that the said regular fees may be adjusted only by reason of an adjustment in the present rate as of the date of this Agreement charged to Logan residential users for like collection and treatment of sewage. Further, that such an adjustment in fees is limited to the same proportional increase or decrease in rates charged to said Logan users, unless special circumstances exist which would make collection and treatment of River Heights users sewage more expensive than Logan users.

8. This agreement shall remain in effect for a period of fifty years from the date hereof. It shall continue in effect

giving the other party twelve months written notice.

9. At intervals not exceeding ten years, the contracting parties may review the provisions hereof and may propose changes or amendments to any such provision, provided, however, that the provisions contained herein shall remain in full force and effect until such proposed changes or amendments are agreed upon by both contracting parties.

10. River Heights agrees to adopt rules and ordinances identical to those of Logan as they presently exist and as they may from time to time be amended or added upon, governing the discharge of water or materials of any kind into River Heights' collection system and to be responsible for the administration and enforcement of said rules or ordinances. Nothing herein shall, however, require River Heights to require the removal by its residents of septic tanks, the use of which are discontinued when users connect to River Heights sewage collection system. If River Heights fails to enforce, or if any of its residents fail to enforce or comply with said rules or ordinances, then in that event, upon 48 hours written notice by Logan requesting compliance and or enforcement, Logan may cease its acceptance of River Heights waste at the collection point until enforcement or compliance is effected. If 48 hours appears too short a period within which River Heights or its residents could enforce or comply due to circumstances beyond their control, then River Heights may respond in writing to Logan within said 48 hour period stating what a reasonable period within which enforcement or compliance effected would be, setting forth in detail the facts and circum-

stances justifying the same. In no event shall the breach, failure to comply or enforce remain in existence for a period in excess of 30 days.

11. All costs, damages, and expenses, including but not limited to the reasonable value of Logan City equipment and employee time incurred by Logan because of River Heights' or its residents' failure to abide by this agreement or failure to comply with applicable rules and ordinances regulating discharge of materials into the sewage collection system, shall be born and paid by River Heights.

12. Both River Heights and Logan shall utilize any surplus revenues from their 1974-75 budgets to meet any financial obligations they may have under this agreement if their present budgets are inadequate to meet said needs. For the fiscal years following, each party will adopt appropriate budgets to finance the costs contemplated by this agreement.

13. Each party shall be responsible for their own collection system and trunk lines from and to the collection point, and each agrees to indemnify and hold the other harmless for loss, damage, demands, or claims of any kind arising from their own acts or neglect.

14. This agreement is expressly made subject to the approval as to form, of the Utah Attorney General.

IN WITNESS WHEREOF, these presents are executed the day and year first above written.

LOGAN CITY CORPORATION



Utah Attorney General

James H. Borden

1975.

Approved as to form this 20 day of June

City Recorder

Ernie P. Beale

ATTEST:

Mayor

By *Raymond P. Olson*

RIVER HEIGHTS CITY CORPORATION

City Recorder

Ernie P. Beale
James H. Borden

ATTEST:

INTERLOCAL AGREEMENT
CREATING REGIONAL
WASTEWATER TREATMENT RATE COMMITTEE

THIS INTERLOCAL AGREEMENT CREATING REGIONAL WASTEWATER TREATMENT RATE COMMITTEE (this "Agreement") is made and entered into as of this ____ day of _____, 2015, by, between and among the following governmental entities located in Cache County, State of Utah

THE CITY OF LOGAN, a municipal corporation of the State of Utah (hereinafter referred to as "LOGAN"),

THE CITY OF SMITHFIELD, a municipal corporation of the State of Utah (hereinafter referred to as "SMITHFIELD");

THE CITY OF HYDE PARK, a municipal corporation of the State of Utah (hereinafter referred to as "HYDE PARK");

THE CITY OF NORTH LOGAN, a municipal corporation of the State of Utah (hereinafter referred to as "NORTH LOGAN");

THE CITY OF RIVER HEIGHTS, a municipal corporation of the State of Utah (hereinafter referred to as "RIVER HEIGHTS");

THE CITY OF PROVIDENCE, a municipal corporation of the State of Utah (hereinafter referred to as "PROVIDENCE"), and

THE CITY OF NIBLEY, a municipal corporation of the State of Utah (hereinafter referred to as "NIBLEY").

The above listed entities are sometimes jointly referred to in this Agreement as "Parties," and individually as a "Party." SMITHFIELD, HYDE PARK, NORTH LOGAN, RIVER HEIGHTS, PROVIDENCE and NIBLEY are sometimes jointly referred to in this Agreement as the "Contributing Parties" and individually as a "Contributing Party."

RECITALS:

A. In the past, LOGAN has owned and operated a wastewater lagoon and treatment facility (the "Existing Facility") and has accepted wastewater from the Contributing Parties for treatment at the Existing Facility.

B. LOGAN anticipates that it will construct a new mechanical wastewater treatment facility (the "Treatment Facility") that will be owned and operated by LOGAN.

C. If LOGAN constructs the Treatment Facility, it anticipates that it will continue to accept wastewater from the Contributing Parties for treatment at the Treatment Facility.

D. The Parties understand that, consistent with the provisions of this Agreement, LOGAN will have the power and authority to impose User Charges upon the Contributing Parties that deliver wastewater to the Treatment Facility so as to cover their proportionate shares of the Operating Expenses of the Treatment Facility and also a Transfer Fee.

E. The Parties desire to create a committee, with representation from each of the Parties, which will have authority to establish rates, within the parameters set forth in this Agreement, for the wastewater treatment services provided by LOGAN.

G. The Parties agree that this Agreement is entered into pursuant to the authority granted by the Utah Interlocal Cooperative Act, as set forth in Chapter 13, Title 11, Utah Code Annotated (1953, as amended).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Agreement, the Parties hereby agree as follows:

1. **Construction of Treatment Facility.** The Parties acknowledge that it is the present intention of LOGAN to construct the Treatment Facility estimated to be an 18 MGD facility, but actual size will be determined by the number of Contributing Parties who participate. It is understood and agreed that LOGAN may design the Treatment Facility with an operational capacity that is sufficient, in the reasonable judgment of LOGAN, to service the current and reasonably expected future treatment needs of the Parties. However, nothing in this Agreement shall be deemed to create an obligation of LOGAN to construct the Treatment Facility, and no Party shall have the right or power to compel LOGAN to construct the Treatment Facility.

2. **Term of Agreement.** The term of this Agreement shall commence as of the effective date of this Agreement, as set forth in the first paragraph of this Agreement, and shall continue for 30 years. It is the express intent of LOGAN to continue to provide effective and cost-efficient treatment of wastewater for the Contributing Parties for the useful life of the Treatment Facility. Therefore, this agreement may be extended in five year increments by mutual consent of the Parties.

3. **Ownership of Wastewater Collection and Treatment Facilities.** The Parties agree as follows with respect to the ownership of the Treatment Facility and the wastewater collection systems of the Parties:

(a) LOGAN shall be the sole owner and operator of the Treatment Facility, and shall have the sole power and authority to operate and maintain the Treatment Facility. This power and authority shall include, but not be limited to, the power and authority to hire managers, operators, mechanics, laboratory technicians and such other personnel as LOGAN deems necessary and appropriate for the operation and maintenance of the Treatment Facility.

Nothing in this Agreement shall be deemed to give any of the Contributing Parties any ownership interest in the Treatment Facility or any right to operate or maintain the Treatment Facility.

(b) LOGAN shall be the sole owner and operator of its own wastewater collection and transmission facilities, and LOGAN shall be solely responsible for the operation, maintenance, and repair of its own wastewater collection and transmission facilities, and for the Operating expenses associated with these facilities.

(c) Each Contributing Party shall be the sole owner and operator of its own wastewater collection and transmission facilities up to the point where the Contributing Party's collection and transmission facilities connect with LOGAN's wastewater system. These points of connection are more particularly shown on Exhibit "A" attached hereto and incorporated herein by reference. Each Contributing Party shall be solely responsible for the operation, maintenance and repair of its own wastewater collection and transmission facilities and for the collection related operating costs of delivering its wastewater. These may include shared costs between Contributing Parties and LOGAN that may vary for each facility (collection and transfer facilities such as lift stations and trunk lines).

(1) Each Party agrees that it will construct, maintain and operate its wastewater collection and transmission facilities in a manner that will comply with all applicable Federal and State rules and regulations, and that it will use and exercise due diligence in preventing surface and sub-surface water from entering into its collection and transmission facilities.

(2) If it is determined that a Contributing Party is responsible for a violation of LOGAN's operating permit relating to the Treatment Facility, that Contributing Party shall be responsible for the payment of any fees, penalties and remediation expenses incurred by LOGAN with respect to that violation.

(d) Nothing in this Agreement shall preclude a Contributing Party from entering into a separate agreement with LOGAN with respect to the construction, maintenance and operation of a facility that is a part of that Contributing Party's own collection and transmission facilities, including lift stations. However, no part of the cost of the construction or operation of those facilities shall be included in the costs of operation and maintenance of the Treatment Facility that is shared by the Parties pursuant to this Agreement.

4. **Obligation to Accept and Treat Wastewater.** As long as a Contributing Party is in compliance with the provisions of this Agreement and the Contributing Party's specific Sewer Treatment Agreement with Logan, LOGAN shall accept and treat at the Treatment Facility all of the wastewater delivered to the Treatment Facility by that Contributing Party. Treatment of wastewater at the Treatment Facility shall be on a first come, first served basis among the Parties to this Agreement, up to, but collectively not exceeding the treatment capacity of the Treatment Facility.

5. **User Charges.** The Parties recognize and agree that, as sole owner and operator of the Treatment Facility and the issuer of the bonds described in this Section of this Agreement, LOGAN is legally obligated to pay, from revenues, the Operating Expenses relating to the Treatment Facility. The Parties agree that LOGAN has the right to impose User Charges. To ensure that User Charges are equitable, the fee charged to each Contributing Party in dollars per 1,000 gallons of treated wastewater shall be the same as the per 1,000 gallon fee charged by LOGAN for its estimated flow. The revenue paid into the Wastewater Treatment fund from LOGAN shall be the amount collected from its residential and commercial users based on the estimated per 1,000 gallon rate, while the amount collected from each Contributing Party shall be its measured flow in 1,000 gallons multiplied by the same rate. The Parties agree that the system has inflow and infiltration problems and the Rate Setting Committee may direct the consultant to develop alternative rate/flow schemes to better reflect the estimated inflow and infiltration.

The User Charges shall include Operations and Maintenance Expenses, bond debt service, Administration Expenses, and a Transfer Fee in connection with the treatment of wastewater at the Wastewater Facility as follows (Except that capital expenses shall not be duplicated through depreciation and again through debt service):

(a) Operations and Maintenance Expenses. The Operations and Maintenance Expenses of the Treatment Facility shall include the following elements:

(1) The actual costs of the operation and maintenance of the Treatment Facility, including, but not limited to, costs of maintenance and repair of equipment used in connection with the operation and permit compliance of the Treatment Facility, salaries and wages, health, hospitalization, pension and retirement expenses of employees of the Treatment Facility, fees for services, materials and supplies, rents, insurance expenses, fees and expenses paid for permits, legal, engineering, accounting and financial advisory services and other consulting and technical services, training of personnel, taxes, and other governmental charges imposed by any entity other than LOGAN, fuel costs, payments for the purchase of water for use in connection with the operation of the Treatment Facility, costs of utility services and other auxiliary services, and any other current expenses or obligations required to be paid by LOGAN in connection with the operation and maintenance of the Treatment Facility for treatment of the wastewater load, including I/I.

(2) The costs of repair and replacement of equipment and facilities at the Treatment Facility and the funding of reserves.

(3) Funding future capital replacement/improvement project reserves.

(4) The costs of closing and remediating the existing sewer lagoons as required by the applicable Federal, state, and/or county regulations. Costs associated with renovation of the sewer lagoons for other uses shall not be included.

(5) Other costs of transitioning from the lagoons to the new facility.

(b) Bond Debt Service. The Bond Debt Service shall mean and include the amounts payable by LOGAN with respect to the following revenue bonds.

(1) Debt Service coverage requirements, debt service reserve fund deposits, and other amounts payable by LOGAN with respect to \$3,355,000 in Revenue Bonds (as of 6/30/15) that have been issued by LOGAN and which relate to LOGAN's existing treatment facilities.

(2) Debt service payments, debt service reserve fund deposits, coverage requirements, and other amounts payable by LOGAN with respect to the revenue bonds that will be issued by LOGAN to provide funds with which to construct the Treatment Facility.

(c) Administrative Expenses. The Administrative expense shall be a reasonable allocation of costs incurred by LOGAN to support the operation of the Treatment Facility. The method of allocation shall be based on established accounting procedures and shall be the same as that used for other LOGAN departments.

(d) Transfer Fees. A Transfer Fee (calculated at 5.5% of estimated revenue) will be transferred from the Wastewater Enterprise Fund into the General Fund in accordance with Utah Law. The Transfer Fee is intended to compensate Logan City for the intangible risk and opportunity cost of providing wastewater treatment service to the contributing parties.

6. Creation of Rate Committee. There is hereby created a committee to be known as the "Regional Wastewater Treatment Rate Committee." Said committee is referred to in this Agreement as the "Rate Committee." The Rate Committee is formed by this Agreement pursuant to the provisions of Utah Code Annotated §11-13-101 et seq.

7. Authority and Action of Rate Committee. The rate committee shall meet at least once each year, but as often as needed to accomplish its purpose. The Committee shall:

(a) Confirm the votes allocated to the Members of the Rate Committee for that annual meeting pursuant to the procedure described in Section 11 of this Agreement.

(b) Yearly, elect the chair and other officers of the Rate Committee pursuant to Section 8(c) of this Agreement.

(c) Establish or modify bylaws as specified in Section 10 of this Agreement.

(d) Review the annual report prepared by LOGAN pursuant to Section 14 of this Agreement.

(e) Review LOGAN's explanation and accounting of Administration Expenses.

(f) As deemed necessary, select consultants to support User Rate analyses.

(g) Subject to the provisions of Section 5 of this Agreement the Rate Committee shall establish or reaffirm the Fiscal Year User Rate that will serve as the basis for monthly wastewater treatment bills charged to the Parties. The User Rate shall represent the unit cost of wastewater treatment by the Treatment Facility. User Charges will be calculated from the User Rate and the monthly Wastewater Loads of the Parties in order to ensure that each entity will pay its equitable share of wastewater treatment costs.

(h) At the request of a majority of the Contributing Parties, rates adopted by the Rate Committee shall be reviewed by an independent consultant selected by the Committee, as set forth in Section 11d, below. If the reviewer determines that the rates are not fair and equitable, the rates shall be revised to be fair and equitable prior to being imposed.

(i) Recommend the annual wastewater treatment operations budget to the Logan City Mayor.

(j) Take such actions as are necessary or expedient to carry out the intention of this Agreement. However, the Rate Committee shall have no powers other than those granted to it under this Agreement.

8. **Committee Membership.** Each Party shall have the power to appoint one member of the Rate Committee for so long as it is delivering wastewater to the Treatment Facility. Each such member is referred to as a "Member" of the Rate Committee.

(a) The Member representing a Party shall be designated and appointed by the duly constituted governing body of that Party. Such Member shall serve at the pleasure of the governing body of that Party, and each Party shall have the right to remove and replace the representative Member of that Party at any time. Initial appointments shall be made within thirty (30) days of the date of this Agreement, and each Party shall give written notice to the other Parties of the identity of the representative Member of that Party.

(b) In the event of the removal and/or resignation, death or incapacity of any Member, the governing body of the Party who appointed that Member shall designate and appoint a new representative Member for that Party to fill the vacancy, and shall give written notice to the other Parties of the identity of the replacement Member who represents the Party on the Rate Committee. All Members shall continue to serve until their respective successors are appointed.

(c) The Rate Committee shall select a chair, a vice-chair and other officers from among the Members, who shall serve until their successors are duly selected by the Members. The Chair and Vice Chair of the Committee shall rotate on an annual basis between LOGAN and the Contributing Parties. The Director of LOGAN's Environmental Department

shall serve as the Secretary and as a technical advisor to the Rate Committee. The Secretary shall not have any votes with respect to actions taken or approved by the Rate Committee unless the Secretary is designated by LOGAN as its representative Member on the Rate Committee. The Secretary shall keep minutes of each regular and special meeting of the Rate committee and shall supply to each Member of the Rate Committee copies of those minutes as soon as reasonably possible after each such meeting.

9. **Meetings.** The Rate Committee shall meet as often as necessary to accomplish the business of the Committee. The annual meeting of the Rate Committee shall occur on the second Monday of January each year, or on such other date in a particular year as is determined by the Rate Committee. Any Member may call a special meeting of the Rate Committee at any time upon written notice to all of the Parties, which notice must be given not less than ten (10) days prior to the special meeting.

10. **Bylaws.** The Rate Committee shall establish bylaws, consistent with this Agreement, relating to the activities of the Parties in connection with this Agreement. Those bylaws shall be applied uniformly among all of the Parties.

11. **Voting.** Except as otherwise expressly provided in this Section or otherwise in this Agreement, actions by the Rate Committee shall be on the basis of a majority of the weighted votes allocated to the Members of the Rate Committee. In each fiscal year, each Member of the Rate Committee shall be allotted a number of votes in each fiscal year proportional to the “wastewater revenue” paid to the Treatment Facility by the Party represented by that Member during the prior fiscal year, and the number of votes shall be adjusted each fiscal year. There will be a total of 1000 votes, and the number of each Party’s votes will be calculated as a percentage of Wastewater Revenue paid and multiplied by 1000. For purposes of vote allocation, the definition of “Wastewater Revenue” shall be determined by the Committee and may be revised. Until such time as Wastewater Revenue is defined and calculated for each Party, the percentage of annual revenue paid by each Party shall be the basis for apportioning the weighted votes of the Members of the Rate Committee.

(a) **Weighted Votes.** Initially, the votes of the Members representing the Parties on the Rate Committee shall be allocated as follows, using 2014 revenue data:

Party	2014 Revenue (\$ per year)	Proportional Contribution	Number of Votes
LOGAN	\$4,080,289	66.7%	667
SMITHFIELD	\$433,105	7.1%	71
HYDE PARK	\$226,703	3.7%	37
NORTH LOGAN	\$683,605	11.2%	112
RIVER HEIGHTS	\$46,152	0.8%	8
PROVIDENCE	\$436,297	7.1%	71
NIBLEY	\$209,276	3.4%	34
TOTAL		100%	1,000

(b) Adjustment of Votes. Each fiscal year, the number of votes allocated to each Member shall be adjusted. The number of votes allocated to each Party shall be based on the proportion to the total wastewater revenue paid to the Treatment Facility in the prior fiscal year by the Party represented by that Member, relative to the total wastewater revenue paid to the Treatment Facility by all of the Parties during that prior fiscal year.

(c) Quorum. Five (5) Members, who collectively represent Parties holding not less than sixty percent (60%) of the total votes, shall constitute a quorum for purposes of a meeting of the Rate Committee. No action may be taken by the Rate Committee except at a meeting at which a quorum is present.

(d) The selection of any consultant to provide services relating to the Rate Committee's authority shall require the vote of at least eighty percent (80%) of the Members of the Rate Setting Committee, including at least three of the Contributing Parties.

12. Separate Metering. To determine the allocation of User Charges that are to be proportionately allocated among the Parties, Contributing Parties will have separate flow meters and appropriate monitoring equipment installed, calibrated, maintained, and controlled to determine accurate flow and Wastewater Load delivered to the Treatment Facility by each Party. User charges applied to Logan shall be based on estimated flows.

(a) For purposes of this Agreement, Wastewater Load shall be defined by the Rate Committee.

(b) Wastewater Load will be measured monthly by LOGAN.

(c) The cost of installing calibrating, maintaining, and monitoring flow meters and associated equipment for measurement of the Participating Parties' wastewater contributions shall be a cost to the Contributing Parties.

(d) The flow meters and associated monitoring equipment shall be operated, calibrated and maintained by LOGAN in accordance with the equipment manufacturers' printed recommendations. The meters shall be periodically serviced at the Board's direction by an independent contractor approved by the Board.

13. Wastewater Treatment Enterprise Fund. Wastewater treatment User Charge amounts received from the Parties shall be deposited in the LOGAN Wastewater Treatment Enterprise Fund. It is acknowledged that a portion of the reserve funds in this account came from payments by the contributing parties. The Transfer Fee and the Administrative Expense portion will be transferred to Logan's general fund in accordance with Utah law. The only funds transferred from the Wastewater Enterprise Fund shall be the Administrative Expense and Transfer Fee specified in Sections 5c and 5d.

14. The Annual Report. Before the next annual meeting of the Rate Committee, LOGAN shall supply to each of the Parties a written report containing the following information:

(a) An independent auditor's report and opinion on the accounting of the Operating Expenses and the reasonableness of the allocated administrative charges of the Treatment Facility incurred during the 12-month period ending on June 30.

(b) A report of the flow and Wastewater Load received from each of the Parties during the 12-month period.

(d) The current budget for the operation of the Treatment Facility.

(e) A detailed explanation and accounting of Administrative Expenses.

15. **Failure to Act by Rate Committee.** If the Rate Committee fails to exercise the rate-setting authority granted to it under this Agreement, LOGAN shall have the power and authority to set rates for treatment of wastewater at the Treatment Facility, after providing written notice to the Contributing Parties.

16. **Protection of Bond Covenants.** Nothing in this agreement shall limit the power of LOGAN to establish fees and charges for wastewater treatment services or to perform in a manner that will satisfy its bond covenants relating to all revenue bonds issued by LOGAN that are secured, in whole or in part, by LOGAN's wastewater collection and treatment system; provided, that the Contributing parties shall not be responsible for the payment of any operation and maintenance or debt service expenses for any bonds issued by LOGAN that do not relate to the wastewater treatment system.

17. **Withdrawal by a Contributing Party.** The Parties acknowledge that, if any Contributing Party were to disconnect from the Treatment Facility, that Contributing Party's share of the cost of the operation and maintenance of the Treatment Facility and the other amounts payable by the Parties would be shifted to the other Parties, potentially increasing the amounts payable by those other Parties. Disconnection from the Treatment Facility will be outlined in detail in each Party's specific Sewer Treatment Agreement with Logan. Therefore, the Parties hereby agree that:

(a) **Withdrawal Notice.** If a Contributing Party proposes to withdraw from participation in the Rate Setting Committee, it shall give written notice thereof to all of the other Parties.

(b) **Effective Date.** The effective date of a Contributing Party's disconnection from the Rate Setting Committee shall be the date indicated in the written notice, or if not specified shall be the date received by the Committee.

(c) In the event that a Contributing Party disconnects from the Treatment Facility, the Contributing Party's membership on the Rate Committee shall automatically terminate.

(d) The Parties acknowledge that early disconnection provisions and any equitable adjustments required in the event of early disconnection will be subject to additional conditions established in each Party's specific Sewer Treatment Agreement with LOGAN.

(e) Nothing in this section shall prevent the Parties from pursuing other remedies available to them by law.

18. **Representations of Parties.** Each Party hereby certifies, warrants and represents that (a) it has the power to enter into this Agreement and all necessary action of its city council to authorize the execution and delivery of this Agreement; and (b) this Agreement does not conflict with, and the execution and performance hereof by the Party, will not constitute a breach of or a default under any contract, lease, court order, administrative rule, regulation or law to which the Party or its properties or either of them are subject or by which it is bound.

19. **Default.** In the event any of any default in the performance of any obligation hereunder or any breach of any term hereunder by a Non-Owner Party, the other Parties shall be entitled, in addition to any other remedy that may be available hereunder or under applicable law, to recover from the defaulting Party the costs incurred by those other Parties in enforcing their rights hereunder or in seeking damages for any breach hereof, including reasonable attorneys' fees, whether such costs are incurred by litigation or otherwise. The remedies available under this Section shall be cumulative and in addition to any other remedies which may be available hereunder or under applicable law, and no election by any Party to exercise, modify or waive any remedy on any occasion shall be deemed to be an election to exercise, modify or waive the same or any other remedy on any other occasion. In the event of a material breach by a Contributing Party of this Agreement, the breaching Contributing Party shall have its Rate Committee membership suspended until the breach is cured. The determination of a "material breach" and the cure of said breach shall be made by the Rate Committee minus the participation of the alleged breaching Contributing Party.

20. **Amendment of Agreement.** It is the intention of the Parties that, if the Parties determine that this Agreement should be amended, an attempt shall be made to reach a consensus with respect to that amendment. However, this Agreement may be amended by a vote of at least eighty percent (80%) of the votes of the Members of the Rate Committee, including at least three of the Contributing Parties; provided, however, that (a) no such amendment shall impose upon any Party the obligation to pay fees and charges or other amounts in excess of the amounts described in this Agreement (unless that Party agrees to those additional amounts), and (b) unless LOGAN agrees otherwise, no such amendment shall amend or modify the protection of LOGAN's bond covenants set forth in Section 5(b) of this Agreement.

21. **Assignment.** No Party shall have the authority to transfer or assign any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of all of the other Parties.

22. **Binding Effect.** This Agreement shall be binding upon each of the Parties hereto and their respective assigns and successors-in-interest.

23. **Severability**. It is hereby declared that all parts of this Agreement are severable, and if any section, paragraph, clause or provision of this Agreement shall, for any reason, be held to be invalid or enforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect the validity or enforceability of the remaining sections, paragraphs, clauses and provisions of this Agreement.

24. **Complete Agreement**. This Agreement constitutes the full and complete agreement by, between and among the Parties as to the matters covered hereby, and supersedes all prior oral or written agreements, representations, conversations and understandings of the Parties.

25. **Sewer Treatment Agreement**. This Agreement does not take the place of each Party's individual Sewer Treatment Agreement with Logan. However, each Party's individual agreement may not be contrary to what is in this Agreement.

26. **Governing Law**. This Agreement shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through their duly authorized representatives on the date first above Written.

LOGAN CITY

By: _____
Mayor

Approved as to form:

Attest:

City Recorder

Attorney for Logan City

SMITHFIELD CITY

By: _____
Mayor

Approved as to form:

Attest:

City Recorder

Attorney for Smithfield City

HYDE PARK CITY

Attest:

By: _____
Mayor

Approved as to form:

City Recorder

Attorney for Hyde Park City
NORTH LOGAN CITY

Attest:

By: _____
Mayor

Approved as to form:

City Recorder

Attorney for North Logan City
RIVER HEIGHTS CITY

Attest:

By: _____
Mayor

Approved as to form

City Recorder

Attorney for River Heights City
PROVIDENCE CITY

Attest:

By: _____
Mayor

Approved as to form:

City Recorder

Attorney for Providence City

NIBLEY CITY

By: _____
Mayor

Approved as to form:

Attest:

City Recorder

Attorney for Nibley City

Letter of Intent

Dear Members of the Water Quality Treatment Board in the State of Utah,

It is the intent of the Mayors of the following cities, contingent on ratification and appropriate approvals of the City Councils, to sign the Interlocal Agreement attached which would create a Regional Wastewater Treatment Rate Committee.

THE CITY OF LOGAN, a municipal corporation of the State of Utah (hereinafter referred to as "LOGAN"),

THE CITY OF SMITHFIELD, a municipal corporation of the State of Utah (hereinafter referred to as "SMITHFIELD"),

THE CITY OF HYDE PARK, a municipal corporation of the State of Utah (hereinafter referred to as "HYDE PARK"),

THE CITY OF NORTH LOGAN, a municipal corporation of the State of Utah (hereinafter referred to as "NORTH LOGAN"),

THE CITY OF RIVER HEIGHTS, a municipal corporation of the State of Utah (hereinafter referred to as "RIVER HEIGHTS"),

THE CITY OF PROVIDENCE, a municipal corporation of the State of Utah (hereinafter referred to as "PROVIDENCE"), and

THE CITY OF NIBLEY, a municipal corporation of the State of Utah (hereinafter referred to as "NIBLEY").

Signature:

Date:

Craig Peterson, Mayor – Logan City

Darrell Simmons, Mayor – Smithfield City

Brian Cox, Mayor – Hyde Park City

Lloyd Berentzen, Mayor – North Logan City

Jim Brackner, Mayor – River Heights City

Don Calderwood, Mayor – Providence City

Shaun Dustin, Mayor – Nibley City
