

River Heights City

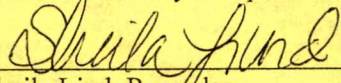
COUNCIL MEETING AGENDA

Tuesday, April 12, 2016

Notice is hereby given that the River Heights City Council will hold its regular council meeting beginning at 5:00 p.m. in the River Heights City Office Building at 520 S 500 E.

- 5:00 p.m. Opening Remarks and Pledge of Allegiance
- 5:05 p.m. Adoption of Previous Minutes and Agenda
Pay Bills
Finance Director Report
Purchase Requisitions
Public Works Report
Administrative Report
Public Comment
- 5:15 p.m. Presentation and Acceptance of Law Enforcement and Animal Control Contracts
- 5:30 p.m. Discuss Utility Rate Changes
- 5:45 p.m. Discuss Boundary Adjustment, in Regards to Wasatch Properties Request for Riverdale Property
- 5:55 p.m. Discuss Tennis Lessons on River Heights Courts
- 6:10 p.m. Mayor and Council Reports
- 6:25 p.m. Adjourn

Posted this 7th day of April 2016



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

Council Meeting

April 12, 2016

Present were: Mayor James Brackner
Council members: Doug Clausen
Robert "K" Scott
Geoff Smith
Dixie Wilson
Blake Wright

Recorder Sheila Lind
Public Works Director Clayton Nelson

Excused Finance Director Clifford Grover
Treasurer Wendy Wilker

Others Present: Gayle Brackner, Mike Jablonski, Lieutenant Mike Petersen, Bracken Atkinson, Cindy Schaub

The following motions were made during the meeting:

Motion #1

Councilmember Smith moved to "adopt the minutes of the March 22, 2016 Council Meeting, with changes, and the evening's agenda." Councilmember Scott seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

Motion #2

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

Motion #3

Councilmember Wilson moved to "allow for-profit groups to use the tennis courts for lessons between 10:00 am and 3:00 pm." Councilmember Scott seconded the motion, which carried with Scott, Smith, Wilson and Wright in favor. Clausen voted against.

Motion #4

Councilmember Clausen moved "to go into a closed meeting to discuss an easement or purchase of Ted Wilson's property to loop the city's water line." Councilmember Scott seconded the motion, which carried with Clausen, Scott, Smith and Wright in favor. Wilson recused herself and took leave of the meeting.

Proceedings of the Meeting:

The River Heights City Council met at 5:00 p.m. in the Ervin R. Crosbie Council Chambers in the River Heights City Building on Tuesday, April 12, 2016.

Opening Remarks and Pledge of Allegiance: Councilmember Clausen opened the meeting with compliments for the city workers; the parks already look great! Councilmember Wilson led the group in the Pledge of Allegiance.

Adoption of Previous Minutes and Agenda: Minutes of the March 22, 2016 Council Meeting, were reviewed. Councilmember Wilson made a few changes.

Councilmember Smith moved to “adopt the minutes of the March 22, 2016 Council Meeting, with changes, and the evening’s agenda.” Councilmember Scott seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

Pay Bills: The bills were presented and discussed.

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

Finance Director Report: In the absence of FD Grover, Mayor Brackner discussed the Combined Cash Investment Report, including changes that will need to be made to the current year’s budget. He asked for council members to give their changes to him in the next couple days so they will be available for public view by the 19th. The hearing to adopt the budget amendments will be held on April 26. On May 10th the amendments will be adopted and the tentative 2016-17 budget will be discussed. The hearing for next year’s budget will be held on May 24.

Purchase Requisition: PWD Nelson presented a request from Questar Gas in the amount of \$2,763.16 for installation of a gas service and main in the large pump house. After it’s working, they will do away with the electric heater. Additional costs will be incurred for a heater and other incidentals that go along with it. He reminded that the Council had approved this request in prior meetings. They agreed, once again, to go ahead with it.

PWD Nelson has received a proposal from Holbrook Asphalt for the high density mineral bond road sealant, in the amount of \$51,000. The Council agreed to increase the budgeted amount from \$50,000. Not included in this proposal is the road in Saddlerock Phase 2, which will add an additional \$12,000. This portion, however, will be reimbursed by Dan Hogan. PWD Nelson has told him about the bid, but he hasn’t seen it. He can decide whether to go in with the city on the project or get his own bid. Holbrook would like to get the city on their schedule as soon as possible. The Council gave their consent.

Public Works Report and Discussion: PWD Nelson said he would report on other items during upcoming discussions.

Administrative Report: Recorder Lind asked if the Council thought the city should give the ‘Citizen of the Year’ plaques to the person who received the award, upon a new person receiving the award. The Council agreed.

Ms. Lind stated that she has been impressed with the new animal control officers this year. They seem to have a good system and are responsive to the city’s needs in helping with late dog registration.

Public Comment: Mike Jablonski reminded he sent an email to the Council earlier in the day. In the email he stated the city was “giving in to Wasatch Properties too easily.” After he sent the email, he later found out the city has spent countless hours working on the issue. He came to the meeting to retract his statement. He was unaware of the extended efforts by those on the council and

73 employees of the city. He knows how hard it is to be on the council and expressed his appreciation to
74 them for their efforts.

95 Councilmember Wright asked Mr. Jablonski to elaborate on his idea of “innovative concepts,”
96 as mentioned in his email. Mr. Jablonski mentioned conservations subdivisions, a concept that brings
97 a development into harmony with the environment, such as larger setbacks next to the river, less
98 lighting, designs that accentuate open space, etc. He mentioned the number of people that come to the
99 Riverdale area to take photos and the number of bald eagles that are roosting in his yard. Mr. Wright
100 asked him if he was pleased with the changes Logan City made to lighting on The Falls apartments, at
101 his request. Mr. Jablonski informed they shielded the lights that shone in the River Heights area only.
102 Mayor Brackner thanked him for his input.

103 Presentation and Acceptance of Law Enforcement and Animal Control Contracts: Lt. Mike
104 Petersen attended to represent the criminal division of the sheriff’s department. He explained the
105 contracts went down slightly this year because fuel costs went down. They are really trying to work
106 economically with cities. They now have two full-time guys on animal control, Floyd Powell and
107 Doug Toone.

108 Councilmember Smith mentioned he has talked to Judge Matt Funk who said there are few
109 people in court from River Heights, compared to other cities.

110 Lt. Petersen gave a copy of the Sheriff’s Yearly Report to the mayor. He discussed some
111 things they are working on for the coming year, which will benefit River Heights. Nibley and
112 Providence have requested more hours during swing shift (which will add an additional patrol car near
113 River Heights). They have gone through the process of getting a trained K-9 to help the division. The
114 new high school (where River Heights students will attend) will have a full-time deputy. He stated the
115 council members are welcome to do ride-alongs with them while they’re on patrol.

116 Lt. Petersen explained that River Heights has a new star deputy. He will have Sgt. Goring get
117 in touch with the mayor to let him know who it is. Councilmember Smith asked for their services
118 during Apple Days on August 27.

119 Discuss Utility Rate Changes: Councilmember Clausen stated that, upon review of the city’s
120 water rates, PWD Nelson was reminded that the current water rate structure is complex (and includes
121 five tiers). The proposed rate has 3 tiers, which raises the rates slightly. The current rate of \$32.75
122 allows 8,333 gallons/month. The new rate would allow up to 10,000 gallons/month for \$33. Overage
123 rates would fall into two additional tiers. Mr. Clausen discussed the comparisons between the old and
124 new residential rates. The difference would be an increase of between \$5 and \$50/year, depending on
125 usage. The goals are to simplify the rates and encourage conservation.

126 PWD Nelson explained this came to his attention when he started looking into what the city
127 should charge for a commercial water rate. He felt if the city was going to add a new rate, it would be
128 a good time to simplify the residential rates.

129 Councilmember Clausen explained the proposed change in multi-unit rates. Currently,
130 apartments are billed the same rate as a single house, times the number of units. (If a duplex has only
131 one meter they are still billed for two services, but are allowed twice the amount of gallons for the base
132 rate.) It is proposed that their base rate be lowered to \$28/unit, but allow them 10,000 gallons/month
133 per meter, regardless of the number of units. Their overage rates would be the same as the residential
134 rate. PWD Nelson projected that in most cases, it will cost the utility user less than they’re paying
135 now.

136 The proposed commercial rate (all those with a 2” meter) would be \$44/month, which would
137 include zero gallons. Overage rates would be \$1/1,000 gallons.

138 Commercial sewer rates were also discussed (residential are proposed to stay the same). The
139 base rate would be \$19.05 (same as residential) and overage rate tiers would be set up based on water
140 usage. Some felt the proposed rates seemed high. PWD Nelson informed he had done a lot of
141 comparing with other cities rates and assured these sewer rates were much less than other cities; water
142 rates are a little more.

143 Discussion was held on the current Conservice utility rates to Logan. In coming up with
144 proposed rates, PWD Nelson tried to be comparable.

145 Councilmember Wilson suggested lowering the water base rate to \$32, rather than raising it to
146 \$33. PWD Nelson explained the State wouldn't be happy to see the rate lowered and the minimum
147 gallons raised.

148 Councilmember Clausen asked how commercial storm water fees are determined. PWD
149 Nelson said Providence charges per water meter. He has checked with other cities to find out how they
150 bill and hasn't heard back yet. Once he gets more information, he'll email it out.

151 Garbage rates will be a pass through to Logan City. Councilmember Scott suggested adding
152 enough to cover administrative costs.

153 Councilmember Clausen asked council members to review the information between now and
154 the next meeting. Councilmember Smith would like to know how many residents fall into the four
155 different water usage categories, shown on the comparison chart.

156 Discuss Boundary Adjustment, in Regards to Wasatch Properties Request for Riverdale
157 Property: Mayor Brackner said, rather than Wasatch Properties going through the disconnect
158 procedure with River Heights and then the annexation process with Logan, it can be done through a
159 boundary adjustment. He proposed the Council discuss the acceptance of a resolution of intent at their
160 next meeting. Mayor Brackner informed that Logan Mayor Peterson is aware of this, and will support
161 it. If the River Heights Council supports the idea tonight, Logan city will proceed.

162 Mayor Brackner said, along with their support of the boundary adjustment, River Heights will
163 request three things of Wasatch: 1) An easement for River Heights to bring the water main down the
164 hill from Summerwild to loop with the water line currently in the Riverdale area. 2) The outdoor
165 lighting of the development will conform to the River Heights ordinance, and 3) An easement for the
166 future widening of 500 South.

167 In regards to outdoor lighting, Bracken Atkinson stated they will need to conform to Logan's
168 ordinance, since they will be in their jurisdiction. The Council felt River Heights probably had a more
169 stringent ordinance, which is what they are requesting adherence to.

170 Regarding the 500 South right-of-way, Mayor Brackner said Engineer Rasmussen felt they
171 would probably need to give up between six and eighteen feet. Councilmember Wright stated the
172 General Plan calls for a 50-foot right-of-way. They need to look at where the boundary is now and
173 make some determinations. Bracken Atkinson asked if the road would be both in Logan and River
174 Heights. Councilmember Wright explained that Wasatch Properties would deed it to River Heights.
175 Mr. Atkinson asked that River Heights be fair when determining how much land would need to be
176 donated on each side.

177 Councilmember Wright informed that the General Plan shows a potential road from
178 Summerwild to the Riverdale area. He suggested this be considered when they are looking at the water
179 line easement. Mayor Brackner asked Mr. Wright to discuss this with the city engineer.

180 Councilmember Smith asked if the Lundahl property was being considered for donating land
181 for 500 South. Mayor Brackner has been told it won't be needed because of the placement of the
182 future 200 East. He asked that Councilmember Wright get together with Jeff Gilbert (CMPO) and the
183 city engineer to discuss this.

4 Bracken Atkinson requested the conditions be typed up and sent to him so he can work through
5 them. Recorder Lind will take care of this.

186 Discuss Tennis Lessons on River Heights Courts: Councilmember Wilson explained with the
187 pickleball/tennis court this year, it reduces the number of tennis courts available. She asked the
188 Council to consider peak times for use of tennis courts for tennis and pickleball. She suggested
189 allowing for-profit tennis lessons to take place during off-peak hours.

190 Councilmember Scott suggested charging the teachers for use of the courts. Councilmember
191 Wilson explained they get a business license each year, which includes a fee.

192 Councilmember Clausen felt the people who use the courts for lessons should be able to have a
193 say before a decision is made.

194 Councilmember Wright asked why they have to discuss this every year. Councilmember
195 Wilson said the resolution states the Council determines the use of the courts and dynamics have
196 changed the decision that was made last year. Mr. Wright would like the resolution to state that the
197 council member over parks should be able to make these decisions.

198 **Councilmember Wilson moved to “allow for-profit groups to use the tennis courts for
199 lessons between 10:00 am and 3:00 pm.” Councilmember Scott seconded the motion, which
200 carried with Smith, Scott, Wilson and Wright in favor. Clausen was against.**

201 Mayor and Council Reports: Councilmember Clausen would like to apply for the Lowe’s
202 Community Partners Grant to get energy efficient lighting in the city building. He asked if anyone else
203 might be interested in using this grant opportunity for something else. Mayor Brackner recommended
204 Councilmember Clausen apply for it this year. The Council agreed. Councilmember Wright might
205 consider it next year to help fund the park area north of the cemetery. Councilmember Smith would
206 like to use it in six years when the contract is up on the old church. Mr. Clausen will find out if there is
207 a time limit for using this money.

208 Councilmember Scott reported that the water storage presentation last week went well. He also
209 recommended that everyone stop in at the LDS Stake Center tonight to check out the emergency fair.

210 Mayor Brackner read and discussed a letter he received from the Benson Culinary Water
211 Improvement District regarding the formation of a county water conservancy district. He is in favor
212 and asked the council to consider it. The cities south of Cache Valley want our water and the risk of
213 losing our rights is greater if we aren’t part of a district.

214 Councilmember Clausen said the newspaper reported that the County will be coming around to
215 the cities again to request they put the issue on the November ballot so citizens can vote. They won’t
216 be asking councils to support it or not, just to allow it on the ballot.

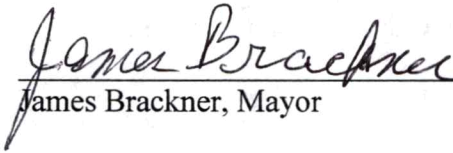
217 Mayor Brackner asked the council to consider purchasing a large emergency water storage
218 system for the city, which would cost around \$9,300. He explained that other cities are buying them,
219 which would allow River Heights to join efforts with them in case of an emergency. He will add it to
220 the capital projects wish list for future discussion.

221 Mayor Brackner suggested the city might want to actually install the water line from
222 Summerwild to Riverdale, while there is already construction going on in the area. To do it later, will
223 cost more money. He will try to get some estimated costs. He asked council members to scale back
224 their thoughts on capital projects for roads, in consideration of this possible water project.

225 **Councilmember Clausen moved “to go into a closed meeting to discuss an easement or
226 purchase of Ted Wilson’s property to loop the city’s water line.” Councilmember Scott seconded
227 the motion, which carried with Clausen, Scott, Smith and Wright in favor. Wilson recused
228 herself and took leave of the meeting.**

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The Council entered into an executive session at 6:45 pm and returned to the open meeting in time to adjourn the public meeting at 6:55 pm.


James Brackner, Mayor


Sheila Lind, Recorder

River Heights City Bills To Be Paid

April 12, 2016

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	AT&T Mobility	City Cell Phones	\$93.26						\$93.15	\$93.32	\$279.73
2	Bear River Health Department	Water Coliform Testing							\$40.00		\$40.00
3	Belle Bridal	Royalty Dresses (5)					\$800.00				\$800.00
4	Blue Stakes of Utah	E-Mail Notifications						\$11.05	\$11.05	\$11.38	\$33.48
5	Bridgerland-Cache Animal Hospital	Boarding of Unclaimed Dog (Adoption)				\$161.80					\$161.80
6	Cache Valley Publishing	Planning & Zoning Public Hearing Notice		\$39.87							\$39.87
7	Carpets of America	Upstairs Office & Chamber Flooring (50%)	\$2,886.69								\$2,886.69
8	Caselle, Inc.	Monthly Contract Support	\$91.69						\$91.66	\$91.65	\$275.00
9	Century Equipment	Yearly Lease Case Backhoe			\$170.00			\$510.00	\$170.00	\$170.00	\$1,020.00
10	Chevron & Texaco	Fuel Charges for City Vehicles						\$34.30	\$34.29	\$34.29	\$102.88
11	City of Logan	Sanitation, 911, Sewer	\$10,777.89			\$1,836.00				\$6,832.63	\$19,446.52
12	Division of Water Quality	Wastwater Operator Certification Clay & Cam							\$50.00		\$50.00
13	Ferguson Enterprises, Inc.	Water Meter Gaskets							\$37.54		\$37.54
14	Forsgren Associates, Inc.	General Consulting Services	\$500.00					\$312.50			\$812.50
15	Freedom Mailing Services, Inc.	Bill Processing Monthly	\$132.49						\$44.16	\$44.16	\$220.81
16	Hendrickson, Emilee	Royalty Scholarship					\$75.00				\$75.00
17	Intermountain Farmers Association	Weed Killer			\$63.79						\$63.79
18	Kailing, Aubrie	Royalty Scholarship					\$75.00				\$75.00
19	Kirby, Alexis	Royalty Scholarship					\$75.00				\$75.00
20	Logan City	Water Consumption							\$257.22		\$257.22
21	Lowe's	Office Bathroom Door & Shop Supplies	\$224.43		\$31.71			\$31.71	\$31.71	\$31.71	\$351.27
22	Margaret Thomas	City Flyer Distribution	\$100.00								\$100.00
23	Mathew's Repair	Chain Saw Sharpenings						\$53.00			\$53.00
24	Rocky Mountain Power	Electricity	\$105.99		\$81.52	\$22.57		\$1,203.21	\$1,795.40	\$45.90	\$3,254.59
25	Ross, Moria	Royalty Scholarship					\$75.00				\$75.00
26	Sam's Club	Office Supplies	\$35.94								\$35.94
27	Secure Instant Payments, LLC	Monthly Service Fee	\$13.24						\$13.23	\$13.23	\$39.70
28	Stringham, Taylor	Royalty Scholarship					\$75.00				\$75.00
29	The Clean Spot	Park Restroom Supplies			\$161.32						\$161.32
30	Todd Condie	Utility Refund							\$131.78		\$131.78
31	Watkins	Envelopes with Stamps	\$186.84						\$84.52	\$90.02	\$361.38
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Page 1 SubTotals			\$15,148.46	\$39.87	\$508.34	\$2,020.37	\$1,175.00	\$2,155.77	\$2,885.71	\$7,458.29	\$31,391.81

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

Combined Cash Accounts	Final May-15	Final Jun-15	Final Jul-15	Final Aug-15	Final Sep-15	Final Oct-15	Final Nov-15	Final Dec-15	Final Jan-16	Final Feb-16	Final Mar-16	Final Apr-16
01-1010 Checking-General	325,256.78	365,848.50	334,153.85	300,289.62	303,312.15	306,337.43	381,042.03	488,386.95	262,607.77	304,193.25	337,758.45	350,815.26
01-1020 PTIF	47,913.85	47,935.94	47,959.51	47,984.35	48,009.47	48,009.47	48,063.29	48,092.86	48,123.33	48,153.14	48,186.77	48,186.77
01-1025 Zions Savings	239,177.31	239,254.84	239,254.84	239,254.84	239,333.25	239,333.25	239,333.25	239,411.68	239,411.68	239,411.68	239,489.07	239,489.07
01-1030 Lewiston Savings	245,789.69	245,881.61	245,881.61	245,881.61	245,974.57	245,974.57	245,974.57	246,067.57	246,067.57	246,067.57	246,159.59	246,159.59
01-1035 Cache Valley Savings	246,580.21	246,633.85	246,633.85	246,734.40	246,783.07	246,783.07	246,882.06	246,932.38	246,982.71	247,029.81	247,080.16	247,080.16
01-1075 Utility Cash Clearing Account			81.95	-	-	-	-	-	-	-	-	-
Total Combined Cash	1,104,717.84	1,145,554.74	1,113,965.61	1,080,144.82	1,083,412.51	1,086,437.79	1,161,295.20	1,268,891.44	1,043,193.06	1,084,855.45	1,118,674.04	1,131,730.85
01-1000 Cash Allocated to Other Funds	(1,104,717.84)	(1,145,554.74)	(1,113,965.61)	(1,080,144.82)	(1,083,412.51)	(1,086,437.79)	(1,161,295.20)	(1,268,891.44)	(1,043,193.06)	(1,084,855.45)	(1,118,674.04)	(1,131,730.85)
Total Unallocated Cash	-	-	-	-	-	-	-	-	-	-	-	-
Cash Allocation Reconciliation												
10 Allocation to General Fund	273,360.86	320,732.47	305,720.15	314,595.33	318,676.55	296,283.59	201,335.50	283,955.76	221,673.70	243,956.08	256,147.49	257,973.65
Allocation to Capital Projects Fund	193,316.70	177,740.14	177,381.74	122,004.72	91,620.68	84,608.18	193,907.56	183,432.47	178.14	7,814.58	7,816.42	7,816.42
51 Allocation to Water Fund	205,222.92	213,858.64	196,736.98	211,960.39	232,987.35	263,641.55	302,160.33	327,031.43	341,733.03	19,291.12	32,309.36	38,849.53
52 Allocation to Sewer Fund	432,817.36	433,223.49	434,126.74	431,584.38	440,127.93	441,904.47	463,891.81	474,471.78	479,608.19	813,793.67	822,400.77	827,091.25
Total Allocations from Other Funds	1,104,717.84	1,145,554.74	1,113,965.61	1,080,144.82	1,083,412.51	1,086,437.79	1,161,295.20	1,268,891.44	1,043,193.06	1,084,855.45	1,118,674.04	1,131,730.85
Allocations from Combined Cash Fund	(1,104,717.84)	(1,145,554.74)	(1,113,965.61)	(1,080,144.82)	(1,083,412.51)	(1,086,437.79)	(1,161,295.20)	(1,268,891.44)	(1,043,193.06)	(1,084,855.45)	(1,118,674.04)	(1,131,730.85)
Check - Allocations Balance	-	-	-	-	-	-	-	-	-	-	-	-

PURCHASE REQUISITION

River Heights City Corporation
 520 South 500 East
 River Heights, Utah 84321
 (435) 752-2646

Purchase Requisition No.: _____
 Purchase Requisition Date: _____
 Ship To: _____

 Purchase Order Date: _____
 Purchase Order No.: _____

Vendor: Questar Gas

 Department: _____

Item	Quantity	GL #	Description	Unit Price	Extended
			3/4" gas service	439.72	\$ 439.72 -
			New main install	2,323.44	2,323.44
<p style="font-size: 2em; opacity: 0.5; transform: rotate(-15deg);">REQUISITION</p>				Subtotal	\$ -
				Shipping/Other	
				TOTAL	\$ 2,763.16 -
_____ Authorized Signature				_____ Date	

White: Attach to Yellow Copy of Purchase Order
 Blue: Office Copy



CENTER LOG	JOB ID SJ0001536045	SERVICE LINE ID SL0009981055
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CUSTOMER RIVER HEIGHTS CITY		APPLIANCES TO BE CONNECTED		METER PAD
SERVICE ADDRESS 450 S 700 E		#	TYPE	BTU
SUBDIVISION PUMP HOUSSE		1	FURNACE	100000
CITY OR COUNTY RIVER HEIGHTS		Total BTU		100000
MAILING ADDRESS 520 S 500 E RIVER HEIGHTS, UT 84321		RISER LOCATION Special - 1' W OF NE CORNER ON N WALL		METER PRESSURE 4 oz
SERVICE LINE COSTS Installation Charges 439.72		JOB TYPE NEW INSTALL (SERVICE)		METER PROTECT ● Not Required ○ By Customer ○ By QGC
PIPE SIZE 3/4"		TOTAL CUSTOMER COST NOW DUE \$439.72		SPECIAL CONDITIONS CUSTOMER TO REMOVE SECTION OF CONCRETE ON NORTH SIDE OF BUILDING

Please submit payment to Questar Gas, ATTN Remittance DNR 107, PO Box 45360, Salt Lake City, Utah 84145-0360
To pay with credit card please call 1-800-323-5517 or go to speedpay.questar.com

TERMS AND CONDITIONS

- Scope of Work.** Questar Gas Company ("Questar Gas") shall construct and install a natural gas service line and appurtenant facilities as set forth above (collectively the "Facilities"). Installation of the Facilities, as specified above and as designated in the field, as well as any related work, is referred to as the "Work". This Agreement shall not be deemed to be in force until (a) Customer has signed this Agreement and (b) Questar Gas either signs this Agreement or commences the Work.
- Cost of the Work.**
 - Customer agrees to pay to Questar Gas the full and complete cost of materials, construction, installation, permitting, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, tax consequences related to the contribution in aid of the construction, and any costs arising from Customer requests or Customer caused delays (collectively "Construction Costs"). Questar Gas personnel costs and overhead shall be borne solely by Questar Gas.
 - Customer agrees to pay, prior to the date of installation, any and all Construction Costs. Customer shall also pay any additional Construction Costs that may arise during installation, including but not limited to frost and/or rock trenching ("Additional Construction Costs") within 30 days of the Questar Gas invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Questar Gas' determination, in its sole discretion, that the initial design must be modified, that result in increased Construction Costs shall also be included as Additional Construction Costs.
 - Interest accrues at the rate of 6.0% per annum on any amount due from such installation or invoice date until the amount due is paid in full. Customer will pay all costs and attorney's fees incurred in the collection of any amount.
- Rights-of-Way.** Customer agrees to provide Company with any necessary rights-of-way required to complete the Work. Company is not obligated to perform unless rights-of-way have been granted.
- Cancellation.** If the Work does not begin within six months of the effective date of this Agreement, Questar Gas may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors.** Questar Gas may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination.** If Questar Gas encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Questar Gas may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Questar Gas' satisfaction and at no cost to Questar Gas. If Questar Gas elects to remediate the contamination, Customer shall pay all costs incurred by Questar Gas arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure.** Questar Gas shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs or ensure the safety of its customers due to emergencies or in the event Questar Gas is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Questar Gas shall not be responsible to Customer or any third party for construction delays resulting from such allocation. Questar Gas shall not be responsible for any delay to the extent arising from or caused by (a) the performance of Customer's responsibilities under this Agreement or (b) shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions (including, but not limited to, conditions that, in Questar Gas's sole judgment, prevent it from safely excavating or backfilling trenches or installing facilities using its normal construction methods and equipment), government rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of Questar Gas.
- Ownership of Facilities.** The Facilities that Questar Gas constructs to render natural gas service shall at all times remain solely the property of Questar Gas.
- Natural Gas Service.** This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Questar Gas will provide natural gas service utilizing the Facilities in accordance with the Questar Gas Company Utah Natural Gas Tariff, PSCU 400 ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time.
- Relocation.** Questar Gas shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Questar Gas agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Work Site Preparation.**
 - Prior to installation of the service line, Customer will ensure that: (i) no parallel utilities are within three feet of the service line location; (ii) the riser location is at least three feet horizontally from electrical panels or meters, air intakes, permanent openings or roof valleys; (iii) grade lines are marked on the building foundation with a horizontal line; (iv) grade is within six inches of finished grade from curb to structure; (v) building materials are cleared from the line locations; (vi) no open trenches where the Work will be performed.
 - Prior to contacting Company to request a gas meter set, Customer will ensure that: (i) the fuel line is run from the gas appliances to the meter location area; (ii) meter protection and pad, if required, is in place; (iii) an appliance installation permit, where required, is obtained from the city and/or county governing agency.
- Indemnity.** To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Questar Gas, its parent company, affiliates at any tier, and contractor(s) at any tier and their respective directors, officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, liens, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively "Liabilities") arising out of, related to, or in connection with any Work contemplated by this Agreement; however, in no event shall Customer be required to indemnify or defend the Indemnified Parties from and against any Liabilities to the extent caused by the negligence or willful misconduct of Questar Gas or Questar Gas's contractors at any tier. The release, indemnification, hold harmless, and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Customer itself, Customer's employees or subcontractors, employees of the Indemnified Parties, or third parties on account of injury, death, property damage, or other losses. Without relieving Customer of any obligation under this Agreement, Company may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.
- Severability.** If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.
- Survival of Terms.** The Parties' representations, rights and obligations of indemnity, and payment created or required to be enforced shall survive termination of this Agreement.
- Applicable Law.** This Agreement is governed by Utah law and the Tariff, rules, and regulations on file with the Commission. In the event that the Tariff, rules, or applicable regulations conflict with any term in this Agreement, the Tariff, rules or applicable regulations shall govern.
- Authority.** Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement to be effective as of the day and year set forth below.

RIVER HEIGHTS CITY CUSTOMER	Prepared by: Fiedel,Cristi (435) 755-2206	QUESTAR GAS COMPANY
BY: _____		BY: _____
TITLE _____	DATE _____	TITLE _____
		DATE _____



MAIN EXTENSION AGREEMENT

CENTER LOG	JOB ID MJ0002009216	MAIN EXT ID ML0001031162	CONTRACT ID ME0001043395
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CUSTOMER RIVER HEIGHTS CITY		NATURAL GAS APPLIANCES TO BE CONNECTED	
APPROXIMATE MAIN LOCATION 450 S 700 E		TYPE	QUANTITY
SUBDIVISION PUMP	LOT RANGE 1		
CITY OR COUNTY RIVER HEIGHTS	STATE UT	ZIP CODE 84321	
MAILING ADDRESS 520 S 500 E RIVER HEIGHTS, UT 84321			
OWNER			
MAIN EXTENSION COSTS Contracted length of main 128 Installation charges \$2,323.44		JOB TYPE NEW MAIN INSTALL	
		SPECIAL CONDITIONS	
TOTAL CUSTOMER COST NOW DUE		\$2,323.44	

Please submit payment to Questar Gas, ATTN Remittance DNR 107, PO Box 45360, Salt Lake City, Utah 84145-0360
To pay with credit card please call 1-800-323-5517 or go to speedpay.questar.com

TERMS AND CONDITIONS

- Scope of Work.** Questar Gas Company ("Questar Gas") shall construct and install a natural gas main line extension as set forth above (collectively the "Facilities"). Installation of the Facilities, as specified above and as designated in the field, as well as any related work, is referred to as the "Work". This Agreement shall not be deemed to be in force until (a) Customer has signed this Agreement and (b) Questar Gas either signs this Agreement or commences the Work.
- Cost of the Work.**
 - Customer agrees to pay to Questar Gas the full and complete cost of materials, construction, installation, permitting, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, tax consequences related to the contribution in aid of the construction, and any costs arising from Customer requests or Customer caused delays (collectively "Construction Costs"). Questar Gas personnel costs and overhead shall be borne solely by Questar Gas.
 - Customer agrees to pay, prior to the date of installation, any and all Construction Costs. Customer shall also pay any additional Construction Costs that may arise during installation, including but not limited to frost and/or rock trenching ("Additional Construction Costs") within 30 days of the Questar Gas invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Questar Gas' determination, in its sole discretion, that the initial design must be modified, that result in increased Construction Costs shall also be included as Additional Construction Costs.
 - Interest accrues at the rate of 6.0% per annum on any amount due from such installation or invoice date until the amount due is paid in full. Customer will pay all costs and attorney's fees incurred in the collection of any amount.
- Rights-of-Way.** Customer agrees to provide Company with any necessary rights-of-way required to complete the Work. Company is not obligated to perform unless rights-of-way have been granted.
- Cancellation.** If the Work does not begin within six months of the effective date of this Agreement, Questar Gas may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors.** Questar Gas may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination.** If Questar Gas encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Questar Gas may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Questar Gas' satisfaction and at no cost to Questar Gas. If Questar Gas elects to remediate the contamination, Customer shall pay all costs incurred by Questar Gas arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure.** Questar Gas shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs or ensure the safety of its customers due to emergencies or in the event Questar Gas is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Questar Gas shall not be responsible to Customer or any third party for construction delays resulting from such allocation. Questar Gas shall not be responsible for any delay to the extent arising from or caused by (a) the performance of Customer's responsibilities under this Agreement or (b) shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions (including, but not limited to, conditions that, in Questar Gas's sole judgment, prevent it from safely excavating or backfilling trenches or installing facilities using its normal construction methods and equipment, government rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of Questar Gas.
- Ownership of Facilities.** The Facilities that Questar Gas constructs to render natural gas service shall at all times remain solely the property of Questar Gas.
- Natural Gas Service.** This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Questar Gas will provide natural gas service utilizing the Facilities in accordance with the Questar Gas Company Utah Natural Gas Tariff, PSCU 400 ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time.
- Relocation.** Questar Gas shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Questar Gas agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Grade and Curbing.** Customer will ensure that the grade of the proposed main extension location is within six inches of finished grade, and no parallel utilities will be within three feet of this main extension. After installation, the trench will be backfilled up to the existing grade. Customer agrees to pay any costs incurred to repair, replace, raise, lower, or relocate the main extension because of grade changes subsequent to installation. At its sole discretion, Company may install the main extension based on curb-line stakes provided by the Customer.
- Indemnity.** To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Questar Gas, its parent company, affiliates at any tier, and contractor(s) at any tier and their respective directors, officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, liens, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively "Liabilities") arising out of, related to, or in connection with any Work contemplated by this Agreement, however, in no event shall Customer be required to indemnify or defend the Indemnified Parties from and against any Liabilities to the extent caused by the negligence or willful misconduct of Questar Gas or Questar Gas's contractors at any tier. The release, indemnification, hold harmless, and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Customer itself, Customer's employees or subcontractors, employees of the Indemnified Parties, or third parties on account of injury, death, property damage, or other losses. Without relieving Customer of any obligation under this Agreement, Company may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.
- Severability.** If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.
- Survival of Terms.** The Parties' representations, rights and obligations of indemnity, and payment created or required to be enforced shall survive termination of this Agreement.
- Applicable Law.** This Agreement is governed by Utah law and the Tariff, rules, and regulations on file with the Commission. In the event that the Tariff, rules, or applicable regulations conflict with any term in this Agreement, the Tariff, rules or applicable regulations shall govern.
- Authority.** Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement to be effective as of the day and year set forth below.

RIVER HEIGHTS CITY CUSTOMER	QUESTAR GAS COMPANY
BY: _____	BY: _____
TITLE _____	TITLE _____
DATE _____	DATE _____
Prepared by: Fiedel,Cristi (435) 755-2206	

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
RIVER HEIGHTS CITY
FOR
ANIMAL CONTROL SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and River Heights City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described animal control functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Interlocal Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary animal control and to enforce State laws and City ordinances within the corporate limits of River Heights City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or

manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of employees who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all animal control services which fall under regular business hours from 8:00 am to 6:00 pm, Monday thru Friday, and all *emergency* animal control services 24-hours per day, to reasonably enforce all state laws, federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Investigate complaints from the public regarding animal bites, nuisance, stray, uncontrolled, dangerous, wild, or diseased *domestic* animals. *Emergency animal control services will include the following: vicious animals, animal bites and traffic hazards involving domestic animals or livestock.*
 - B. Patrol assigned areas, respond to calls for service, and issue citations for violations of animal regulations, ordinances, or laws.
 - C. Impound stray, vicious, or diseased *domestic* animals or *livestock* according to city or state regulations, ordinance, or laws.
 - D. It is agreed that the cost per hour for animal control services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, and other equipment necessary and incident to full fill animal control function.

6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.
9. The CITY shall be responsible and indemnify COUNTY for any costs associated with the housing of impounded animals or any other costs associated with the Animal Welfare Act of Utah.
10. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all

claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.

11. Except as herein otherwise specified, the CITY shall not be liable for any workers' compensation claim to any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2016 and shall run for a one year period. With the consent of the River Heights City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.

13. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.
14. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 on or before December 31, 2016. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

IN WITNESS WHEREOF, the City of River Heights, by approval of the River Heights City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County

Approved as to form and as
Compatible with State law:

Legal Counsel

Craig Buttars, County Executive

ATTEST: (seal)

Clerk

CITY OF River Heights

Approved as to form and as
Compatible with State law:

Legal Counsel

Mayor

ATTEST: (seal)

City Recorder

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2016 through June 30, 2017. The cost to furnish animal control services to River Heights City is \$32.00 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 6,144.00	192
TOTAL	\$ 6,144.00	

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
RIVER HEIGHTS CITY
FOR
LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and River Heights City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of River Heights City, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel

so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all necessary law enforcement investigation, protection and service 24-hours per day to reasonably enforce all State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.
 - F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
 - i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
- A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.
8. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the CITY shall be responsible for all damages to persons or property that occurs as a result of

the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the CITY, its officers, agents or employees.

9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, the COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or wrongful acts of the COUNTY, its officers, agents, and employees.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim to any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
11. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2016 and shall run for a one year period. With the consent of the River Heights City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the Sheriff, not later than May 15th, may notify said CITY Council of his or her determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.
12. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

13. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 on or before December 31, 2016. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.

IN WITNESS WHEREOF, the City of River Heights, by approval of the River Heights City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County

Approved as to form and as
Compatible with State law:

Legal Counsel

Craig Buttars, County Executive

ATTEST: (seal)

Clerk

CITY OF River Heights

Approved as to form and as
Compatible with State law:

Legal Counsel

Mayor

ATTEST: (seal)

Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2016 through June 30, 2017. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$48.53 per hour. State Liquor Control Funds will be expended at \$48.53 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 10,239.83	211
TOTAL	\$ 10,239.83	

State Liquor Funds can be paid to the COUNTY as the CITY receives them. The CITY agrees to meet or exceed the level of State Liquor Funds identified above.

The COUNTY will supply, at the direction of the Sheriff, approximately 527 hours additional patrol coverage as available to the CITY.

The CITY shall be charged for only one deputy when that deputy has an additional deputy in training working with them. Reserve deputies while performing their volunteer function will not charge their time to the CITY.

Analysis of River Heights City Water Charges using Different Rate Schedules (for Homes Only)

Present Rate Structure

First Tier - Base rate	\$ 32.75
2nd Tier - 8,333-16,665 gallons	\$0.50 per 1,000 Gallons
3rd Tier - 16,666-24,998 gallons	\$0.55 per 1,000 Gallons
4th Tier - 24,999-33,331 gallons	\$0.75 per 1,000 Gallons
5th Tier - 33,332 +	\$0.95 per 1,000 Gallons

Proposed Rate Structure

First Tier - Base rate	\$ 33.00
2nd Tier - 10,000 to 30,000 gallons	\$0.75 per 1,000 Gallons
3rd Tier - 30,000 + gallons	\$1.00 per 1,000 Gallons

Low Volume User

Date	Usage	Amount Using	
		Present Rate	Proposed Rate
4/30/2015	2,970	\$ 32.75	\$ 33.00
5/31/2016	3,940	\$ 32.75	\$ 33.00
6/30/2015	7,150	\$ 32.75	\$ 33.00
7/31/2015	22,090	\$ 39.90	\$ 42.07
8/31/2015	15,270	\$ 36.22	\$ 36.95
9/30/2015	15,320	\$ 36.24	\$ 36.99
10/31/2015	5,310	\$ 32.75	\$ 33.00
11/30/2015	2,420	\$ 32.75	\$ 33.00
12/31/2015	2,160	\$ 32.75	\$ 33.00
1/31/2016	2,540	\$ 32.75	\$ 33.00
2/29/2015	2,490	\$ 32.75	\$ 33.00
3/31/2016	2,170	\$ 32.75	\$ 33.00
Total Amount	83,830	\$ 407.11	\$ 413.01

Medium-low Volume User

Date	Usage	Amount Using	
		Present Rate	Proposed Rate
4/30/2015	10,470	\$ 33.82	\$ 33.47
5/31/2016	12,360	\$ 34.76	\$ 34.77
6/30/2015	12,670	\$ 34.92	\$ 35.00
7/31/2015	52,260	\$ 65.73	\$ 70.26
8/31/2015	30,720	\$ 45.79	\$ 48.72
9/30/2015	4,600	\$ 54.37	\$ 58.30
10/31/2015	24,430	\$ 41.19	\$ 43.82
11/30/2015	8,750	\$ 32.96	\$ 33.00
12/31/2015	7,170	\$ 32.75	\$ 33.00
1/31/2016	5,850	\$ 32.75	\$ 33.00
2/29/2015	2,580	\$ 32.75	\$ 33.00
3/31/2016	3,480	\$ 32.75	\$ 33.00
Total Amount	175,340	\$ 474.54	\$ 489.34

Medium-high Volume User

Date	Usage	Amount Using	
		Present Rate	Proposed Rate
4/30/2015	14,630	\$ 35.90	\$ 36.47
5/31/2016	13,680	\$ 35.40	\$ 35.76
6/30/2015	27,550	\$ 43.41	\$ 46.16
7/31/2015	75,270	\$ 87.59	\$ 93.27
8/31/2015	62,190	\$ 75.16	\$ 80.19
9/30/2015	75,550	\$ 87.86	\$ 93.55
10/31/2015	26,180	\$ 42.38	\$ 45.14
11/30/2015	13,710	\$ 35.44	\$ 35.78
12/31/2015	5,220	\$ 32.75	\$ 33.00
1/31/2016	8,340	\$ 32.75	\$ 33.00
2/29/2015	6,570	\$ 32.75	\$ 33.00
3/31/2016	5,590	\$ 32.75	\$ 33.00
Total Amount	334,480	\$ 574.14	\$ 598.32

High Volume User

Date	Usage	Amount Using	
		Present Rate	Proposed Rate
4/30/2015	1,810	\$ 32.75	\$ 33.00
5/31/2016	70,450	\$ 83.01	\$ 88.45
6/30/2015	3,410	\$ 32.75	\$ 33.00
7/31/2015	192,740	\$ 199.19	\$ 210.74
8/31/2015	187,160	\$ 193.89	\$ 205.16
9/30/2015	250,580	\$ 254.13	\$ 268.58
10/31/2015	23,940	\$ 40.92	\$ 43.46
11/30/2015	25,720	\$ 42.04	\$ 44.79
12/31/2015	2,840	\$ 32.75	\$ 33.00
1/31/2016	2,660	\$ 32.75	\$ 33.00
2/29/2015	3,280	\$ 32.75	\$ 33.00
3/31/2016	2,050	\$ 32.75	\$ 33.00
Total Amount	766,640	\$ 1,009.68	\$ 1,059.18

River Heights City Rate Schedule

Water

Monthly Water Base Rates

Single Family Units	\$33.00
Multi Family Units (per unit)	\$33.00 28.00

*Commercial/2" meter \$44.00

*zero gallons included in base rate

Water Consumption Rates

Single Family Units	
first 10,000 gallons/month included in base rate	
10,000-30,000 gallons/month	\$.75kgal
30,000+ gallons/month	\$1.00kgal

Multi Family Units

landlords will be charged for all water from 10,000 gallons

Commercial/2" meter	
all gallons/month	\$1.00kgal

Other Fees

Disconnect or Reconnect M-F 7am-4pm	\$25.00
Reconnect after hours	\$50.00
Door Hanger	\$20.00
Utility Deposit	\$100.00

Sewer

Monthly Sewer Base Rates

Residential	\$19.05
Commercial	\$19.05

Consumption (Commercial accounts only)

water usage 0-50,000 gallons/month	\$65.25
water usage 50,001-100,000 gallons/month	\$130.50
water usage 100,001-150,000 gallons/month	\$195.75
water usage 150,001+ gallons/month	\$391.50

Storm Water? → \$550.00 ≈

Garbage Pass through

Commer: 911 — 3.00

BOUNDARY ADJUSTMENTS

When two municipalities that have a common boundary want to change the boundary, it is done with what is called a boundary adjustment. This is different from a disconnection or an annexation. There is a specific procedure for boundary adjustments outlined by state law.⁴³²

The first step in a boundary adjustment is that both cities intending to adjust the boundary must adopt a resolution indicating the intent to do so. The resolution does not have to be in any specific form. It should contain a description of the property that is involved in the boundary adjustment and indicate the intent of the city to adjust the boundary conditioned on the compliance with state law and the agreement of the other involved city. If one city passes the resolution and the other city does not, then no boundary adjustment will take place.

The planning commission does not have any mandatory role in boundary adjustments. If a city or town wants to get a recommendation from its planning commission on a proposed boundary adjustment this is perfectly alright. It is better if planning commission involvement takes place before the resolution of intent is passed. Once a resolution is passed, the time table for the public hearing and notices described below starts. If the planning commission is involved after the resolution of intent is passed and does not complete its work in a timely fashion, their efforts will either be wasted, or the city will have wasted the costs of the notices and will have to start the process anew.

After the resolution is adopted, the cities must hold public hearings on the proposed adjustment. Each city holds its own public hearing. The public hearing must be held no less than 60 days after the adoption of the resolution. The purpose of the public hearing is to get input from residents, property owners, and anyone else who wishes to speak on the subject of the boundary adjustment.

A notice of the public hearing must be published at least once a week for three successive weeks in a newspaper of general circulation within the city or town and on the Utah Public Notice Website for three weeks. The first publication of the notice of this public hearing must be made within 14 days of the city or town council's adoption of the resolution of the intent. If there is no newspaper of general circulation published within the city or town, then the city or town can post notice. At least one notice per each 1000 population must be posted. They must be posted in places within the municipality that are most likely to give notice to the residents of the city or town.

The notice, whether published or posted, must contain some minimum information. The information includes that the city or town has adopted a resolution indicating the intent to adjust the boundaries, the notice must describe the area proposed to be adjusted, the notice must give the date, time, and place of the public hearing, and the notice must state in "conspicuous and plain terms" that the city council will adjust the boundaries unless, at or before the public hearing, written protests to the adjustment are filed by the owners of

⁴³²Utah Code 10-2-419.

private real property within the area intended for adjustment.⁴³³ The property owners that can protest the proposed adjustment must own property located within the area proposed for the adjustment. There is no provision in law for a resident of the municipality who does not own property in the area proposed for adjustment, to protest.

If protests are received by the city from property owners who own at least 25 percent of the total private land area within the area proposed for adjustment and if the property the protesters own is also equal in value to at least 15 percent of the value of all private real property within the area, then the municipality cannot adjust the boundaries. Obviously, it is not possible to do a boundary adjustment without the cooperation of most of the property owners and without the agreement of both municipalities.

At the conclusion of the public hearing, the city council may adopt an ordinance adjusting the common boundaries unless sufficient protests have been filed with the city recorder or town clerk. If an ordinance adjusting the boundaries is adopted, then the municipality must make sure that it complies with the requirements of state law to notify both the county and the state about the boundary change. The boundary adjustment becomes effective when all of those requirements have been met and when the lieutenant governor's office issues a certificate. (Except that in Salt Lake County the adjustment is not effective until either January 1 or July 1.)

The filing requirements are located in two places in the state statute.⁴³⁴ The city or town must file, within 30 days of both cities passing the ordinance with the lieutenant governor's office, a notice of the impending boundary change together with a copy of the approved final local entity plat. The notice of impending boundary change must be directed to the office of the lieutenant governor, contain the name of the city, describe the boundary action taken, and contain a statement signed and verified by the city officials that all legal requirements have been met. If this meets with the state's approval, a certificate will be issued. The cities involved in the boundary adjustment then must file with the county recorder the original notice of impending boundary action, the certificate of boundary adjustment and the approved final entity plat, and a certified copy of the ordinance adjusting the boundary.

The city or town adjusting the boundary is also required to send notice of the passage of the ordinance to affected entities. This requirement only exists if there are affected entities. Affected entities are defined as the counties, school districts, local districts or independent special service districts serving the area, and any other city or town within one-half mile of the affected area.⁴³⁵

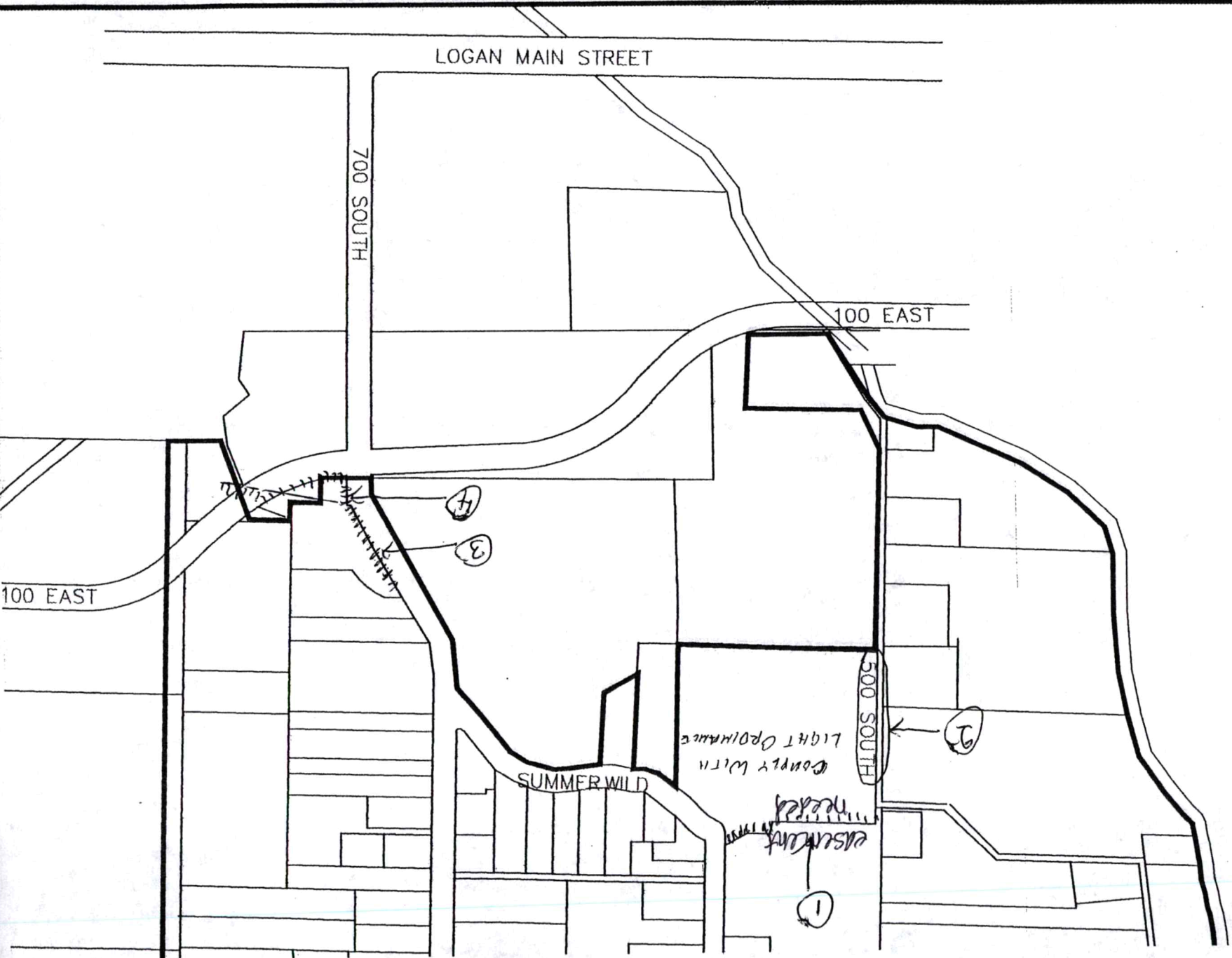
⁴³³Utah Code 10-2-419(2)(b).

⁴³⁴Utah Code 10-2-425, 67-1a-6.5.

⁴³⁵Utah Code 10-2-401(1) (a).

Detailer: _____

File Name: boundry.dwg



BOUNDARY
ADJUSTMENT
INFORMATION

Lowe's Community Partners Grants

Lowe's Community Partners grant program helps build better communities by providing monetary assistance to nonprofit organizations and municipalities looking for support of high-need projects such as: building renovations/upgrades, grounds improvements, technology upgrades as well as safety improvements.

Grants range from \$2,000 to \$100,000, with most projects falling between \$10,000 and \$25,000. Our Lowe's Heroes employee volunteer program is another opportunity for support, which Lowe's can provide to some grant recipients to help supplement the labor of projects. We encourage applicants to speak to their local store manager to see if this is a possibility before applying.

The spring application cycle will run March 30 – May 29, 2015. To apply, visit www.lowes.com/community.

Please note that it takes 90 days from cycle close date to review the grant applications. Your status will be emailed to you at that time.

The fall application cycle will run June 29 – August 28, 2015.

GUIDELINES FOR SUBMISSION OF A COMMUNITY GRANT

The Foundation provides funding only to 501(c) (3) tax-exempt nonprofit organizations and public agencies in communities where Lowe's operates stores and distribution centers.

Lowe's Charitable and Educational Foundation requires that all applicants take an eligibility test. Organizations that pass will be considered, but not guaranteed a grant. LCEF receives far more requests than it can accommodate. Many times, requests that pass the eligibility test and fall within the stated guidelines are not approved.

- Grants generally range from \$5,000 to \$25,000. Larger amount requests will be considered, but are seldom awarded.
- The Foundation will reserve the right to consider an organization's grant application only once per calendar year.

The Foundation's charitable contributions are not used for:

- Individuals and families
- National health organizations and their local affiliates
- Religious organizations and church or denomination-sponsored programs or events
- Special events, such as conferences, dinners, sport competitions, festivals or art exhibits
- Sponsorship of fundraising events (i.e. dinners, walks, golf tournaments and auctions)
- Goodwill advertising or marketing
- Political, labor, veteran/fraternal organizations, civic clubs or candidates
- Sports teams or athletic events
- Arts-based programs
- Animal rescue and support groups
- Travel-related events, including student trips or tours
- Development or production of books, films, videos or television programs
- Capital campaigns, endowments or endowed chairs
- Activities of organizations serving primarily their own membership
- Private schools
- Continuing education for teachers and staff
- Institutional overhead and/or indirect cost (i.e. salaries, stipends, benefits and most project labor costs)
- Memorial campaigns
- Multi-year requests
- Tickets to events

Benson Culinary Water Improvement District

April 4, 2016

Cache County Executive

Cache County Council

179 North Main

Logan, Utah 84321

Dear County Officials,

We support the creation of a Water Conservancy District in Cache County.

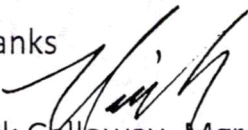
However, we do not support the creation of a Water Conservancy District which would be involved with retail water sales to individual consumers, or in the use of tax funds collected county wide to support or develop facilities and infrastructure for private developments outside municipal boundaries, as has been done in other conservancy districts (Bear River Water Conservancy District in Box Elder county, for example).

At the present time, the bylaws for the proposed Cache district states that the purpose of the district would be to provide for both wholesale AND retail water development.

We believe that the sole purpose for a water conservancy district should be to develop large water storage and wholesale distribution facilities and to provide water to municipalities, irrigation companies, and water districts, which own and operate their own distribution systems to deliver water to retail customers. Countywide tax funds should be used to benefit the entire county.

This is a serious issue. Please discuss it with your council. If we are going to have a water conservancy district, we should have one we can live with.

Thanks



Nick Galloway, Mgr.

Benson Culinary Water Improvement District

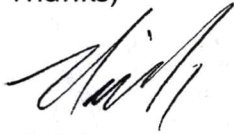
Benson Culinary Water Improvement District

April 4, 2016

Dear Mayor and City Council,

In the near future you will be asked to support the creation of a water conservancy district in Cache County. We support that effort. However, there are some issues that should be resolved before that happens. Please read and discuss the attached letter to Cache County officials.

Thanks,



Nick

RECEIVED
APR 07 2016