

River Heights City

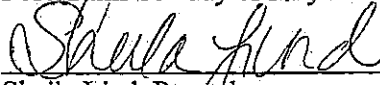
COUNCIL MEETING AGENDA

Tuesday, May 23, 2017

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 (Smith) and Pledge of Allegiance (Scott)
- 6:35 p.m. Adoption of Previous Minutes and Agenda
Pay Bills
Finance Director Report
Purchase Requisitions
Public Works Report
Administrative Report
Public Comment
- 6:50 p.m. Public Hearing and Adoption of a Resolution Amending the 2016-17 Budget
- 6:55 p.m. Discuss the 2017-18 Budget
- 7:05 p.m. Review and Approve the Saddlerock Phase 3 Subdivision
- 7:35 p.m. Discuss Interlocal Sewer Contract Between River Heights and Logan City
- 7:50 p.m. Discuss Installing a Sidewalk on the West Side of 1000 East Between River Heights Boulevard and 350 South and Between 500 South and 600 South
- 7:55 p.m. Discuss Eagle Scout Projects
- 8:00 p.m. Acceptance of a 700 South Sidewalk Grant from UDOT
- 8:05 p.m. Discuss Storing Pro-Log Records
- 8:10 p.m. Discuss the Reduction of Basic Water Rates by \$5 per Meter
- 8:25 p.m. Mayor and Council Reports
- 8:35 p.m. Adjourn

Posted this 18th day of May 2017



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

May 23, 2017

Present: Mayor James Brackner
Council members: Doug Clausen
Robert "K" Scott
Geoff Smith
Dixie Wilson
Blake Wright
Recorder Sheila Lind
Public Works Director Clayton Nelson
Finance Director Clifford Grover
Treasurer Wendy Wilker

Others Present: Gayle Brackner, Cindy Schaub, Kevin Opsal, Engineer
Craig Rasmussen, Shellie Giddings, Ken and Geri
Sorensen, River Heights 4th Ward Scouts, Heather
Lehnig, Dan Hogan

The following motions were made during the meeting:

Motion #1

Councilmember Clausen moved to "adopt the minutes of the May 9, 2017 Council Meeting 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 Scott moved to "pay the bills as listed." Councilmember Clausen seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

Motion #3

Councilmember Clausen moved to "approve Resolution 4-2017, A Resolution Amending the 2016-2017 General Budget." Councilmember Scott seconded the motion, which carried with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

Motion #4

Councilmember Wright moved to "conditionally approve the Saddlerock Phase 3 Subdivision, accepting the recommendation of the Planning Commission, with the exception of item 6, on the memo dated May 18, 2017 which would also include language to be recorded on the final plat relative to developments along 1000 East and that items that have not been installed from punch lists of Phase 1 and 2 be incorporated into the development agreement, including a security of performance or letter

47 of credit covering 150% of the cost of those improvements in addition to 150% of the cost of the
48 improvements of Phase 3.” Councilmember Scott seconded the motion, which carried with Clausen,
49 Scott, Smith, Wilson and Wright in favor. No one opposed.

50
51 Motion #5

52 Councilmember Clausen moved to “sign the Interlocal Agreement Creating Regional
53 Wastewater Treatment Rate Committee with Logan and the other five cities and that our specific sewer
54 treatment agreement with Logan will have a 24-month termination option.” Councilmember Scott
55 seconded the motion, which carried with Clausen, Scott and Wright in favor. Smith and Wilson
56 opposed.

57
58 Motion #6

59 Councilmember Clausen moved to “accept the UDOT Cooperative Agreement (Project S-
60 1206(1)0) grant money under the terms of the agreement given to the council members.”
61 Councilmember Smith seconded the motion, which carried with Clausen, Scott, Smith, Wilson and
62 Wright in favor. No one opposed.

63
64 Proceedings of the Meeting:

65
66 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in
67 the River Heights City Building on Tuesday, February 28, 2017. Councilmember Smith opened the
68 meeting with a prayer. Councilmember Scott led the group in the Pledge of Allegiance.

69 Adoption of Previous Minutes and Agenda: Minutes of the May 9, 2017 Council Meeting, were
70 reviewed.

71 **Councilmember Clausen moved to “adopt the minutes of the May 9, 2017 Council
72 Meeting and the evening’s agenda.” Councilmember Scott seconded the motion, which passed
73 with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.**

74 Pay Bills: The bills were presented and discussed. Councilmember Wilson stated she will hold
75 the check to Badger for T-ball shirts until they are received.

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

79 Finance Director Report: FD Grover said he plans to transfer \$175,000 from the general fund to
80 capital projects to cover expenses.

81 Purchase Requisition: There was none.

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

- 83 • The 600 East road project has been postponed due to a serious accident the forman of the job
84 was involved in. Rupps will have someone else head the project and should be able to start by
85 the first of next month. They have 90 days to complete the job, but will probably have it done
86 in 45.
- 87 • He had an offer on the truck but it fell through because the guy didn’t want to wait for a council
88 meeting to get approval. Mr. Nelson asked the Council if they wanted to stay with the asking
89 price of \$29,800. Councilmember Smith suggested putting it out for bid again at \$27,000. The
90 others agreed.
- 91 • They have been working on the sprinklers in the park.

92 Administrative Report: Recorder Lind followed up on a question from last meeting regarding
93 emailed utility bills. The question was whether a customer would be able to pay their bill from the
94 email. She found out that the email would contain a link to Instant Payments, where they could log in
95 to their account and pay their bill. This is currently possible at no extra charge.

96 Public Comment: Ken Sorensen asked if he could access a utility account online, only to look
97 up the balance. Recorder Lind will get a phone number for Instant Payments so he can call to find out.

98 Public Hearing and Adoption of a Resolution Amending the 2016-17 Budget:

99 **Councilmember Clausen moved to “approve Resolution 4-2017, A Resolution Amending
100 the 2016-2017 General Budget.” Councilmember Scott seconded the motion, which carried with
101 Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.**

102 Discuss the 2017-18 Budget: FD Grover reminded about the report he handed out last meeting
103 and that he’d like everyone to turn in their budgets. He has some but needs all. At the June 13
104 meeting he will present the proposed budget for next year.

105 Review and Approve the Saddlerock Phase 3 Subdivision: Councilmember Wright discussed
106 the Planning Commission’s motion, which listed six items they recommended be taken care of. He
107 reminded of the discussions held in 2015 (when the Saddlerock Preliminary Plat was accepted),
108 regarding a 1000 East buffer. He explained the position of the storm drain along 1000 East and the
109 desire to not have a sidewalk over this. The Commission would like to see a committee decide the
110 buffer area landscaping, in hopes they would come up with something attractive. The homeowners
111 would be required to install and maintain the right-of-way. The Commission felt the homeowners may
112 be more likely to take care of it, if they had some say in how it looked. The land slopes down in the
113 back yards toward the right-of-way. One potential property owner suggested a four-foot retaining wall
114 with four-foot fence on top of it. The Commission liked this idea and suggested allowing a four-foot
115 fence from sidewalk grade. He discussed their desire to see the sidewalk continued in both directions,
116 which will be discussed later. There could be cost benefits if it was done at the same time as
117 Saddlerocks. He hoped the Council would at least look at the south portion.

118 Engineer Rasmussen stated the first five of his comments have been addressed by the
119 developer. The last two are related to the water system improvement which he and PWD Nelson have
120 been discussing how to resolve these questions and will continue working on them with the developer
121 and his engineer. Mr. Turner has sent some preliminary verbiage with respect to items 3 and 4
122 (addressing the buffer area), which he read.

123 The question was raised on what would happen to the formation of a landscaping committee if
124 all the lots hadn’t sold in a timely manner. Engineer Rasmussen would recommend going ahead with
125 the ones who were there. Before getting started the committee would need to address how differences
126 would be resolved.

127 Councilmember Wright explained there are still items outstanding on Phases One and Two.
128 The city attorney said the Council could approve Phase 3 tonight, conditionally, upon the non-
129 performance issues of Phases 1 and 2, which would be addressed in the development agreement.
130 There are a few improvements that have been installed which need correcting or modification, which
131 are covered under a performance bond. Engineer Rasmussen cautioned these have expiration dates, so
132 the City should make sure they are covered, which could also be part of the development agreement.

133 Councilmember Wilson asked about the process. Councilmember Wright said the city engineer
134 and attorney will not sign the development agreement or file the plat until certain items are finished in
135 Phases One and Two. Engineer Rasmussen said they can move dirt around but can’t install
136 infrastructure until the development agreement has been signed.

137 Commissioner Schaub asked how the right-of-way area will get water and who will pay for it.
138 Councilmember Wright said the homeowners are responsible for this. Councilmember Wilson asked if
139 their obligation to this property could be stated on their deed so they would be aware of it.

140 Dan Hogan said they received notifications from the EPA on stormwater in Phase 2. In an
141 effort to prevent this from happening again, they will provide a notice of termination to the property
142 owners when they buy the lots, which will have stormwater/subdivision information for them. He is
143 willing to add some rules from the city.

144 Councilmember Wright suggested making builders aware at the Zoning Clearance Permit level
145 of their responsibility of the right-of-way. Engineer Rasmussen proposed having the notation on the
146 plat and a letter to property owners informing them of the ordinance, stating they are required to
147 maintain the right-of-way.

148 Commissioner Schaub asked if the plat could address house colors so the subdivision won't
149 have the cookie cutter look. Engineer Rasmussen said this is something that would be in the General
150 Plan, but it isn't at this point.

151 Engineer Turner arrived at 7:50 p.m.

152 **Councilmember Wright moved to "conditionally approve the Saddlerock Phase 3**
153 **Subdivision, accepting the recommendation of the Planning Commission, with the exception of**
154 **item 6, on the memo dated May 18, 2017 which would also include language to be recorded on**
155 **the final plat relative to developments along 1000 East and that items that have not been installed**
156 **from punch lists of Phase 1 and 2 be incorporated into the development agreement, including a**
157 **security of performance or letter of credit covering 150% of the cost of those improvements in**
158 **addition to 150% of the cost of the improvements of Phase 3."** Councilmember Scott seconded
159 **the motion, which carried with Clausen, Scott, Smith, Wilson and Wright in favor. No one**
160 **opposed.**

161 Discuss Interlocal Sewer Contract Between River Heights and Logan City: Mayor Brackner
162 sent a request to Mayor Petersen to see if there was any other contract River Heights would be required
163 to sign if we went to the new interlocal agreement. Mayor Petersen sent back a message stating River
164 Heights could keep their current contract except the rate would need to reflect whatever the interlocal
165 agreement was. The rest of the contract could remain the same. He then met with Councilmember
166 Clausen, PWD Nelson and Attorney Jenkins to review all the information. Attorney Jenkins said if we
167 switched to the new interlocal agreement he could work out the wording with Logan's attorney to get
168 the intent of what the Council desires.

169 Councilmember Wilson asked what difference it would make to change the amount we pay and
170 keep the old contract. Mayor Brackner explained the current contract expires in 2025. The interlocal
171 agreement is for 30 years. He said it's a bit confusing since our contract allows us to get out of it, but
172 if we do, other cities will need to pay more.

173 Councilmember Smith verified that the other cities have signed the interlocal agreement plus
174 have their own contract. Mayor Brackner affirmed this to be true and gave examples of how other
175 cities' situations are different from each other. The interlocal agreement embodies how the rates will
176 be determined, how a rate committee will be organized, and how the cost of treatment will be
177 determined. The other individual contracts have to do with other things (such as connections) that are
178 not addressed in the interlocal agreement. Councilmember Clausen read from the interlocal agreement
179 which stated that if any of the cities back out of the interlocal agreement, then the other cities' rates
180 will potentially pick up the slack. Mayor Brackner said at this time, it is unsure if all the cities will
181 stay with Logan.

182 Mayor Brackner said it was proposed that the term for the interlocal agreement was going to be
3 20 years but he negotiated for 30 years because; at the end of 20 years the loans would have been paid
184 off, which means the cost for the service would plummet. He wanted it to go on for 10 more years to
185 allow for the benefit of the rate decrease.

186 Councilmember Wilson asked why we would keep our old contract if we are going to change
187 the rate anyway. Councilmember Clausen said a benefit would be that Logan would lower our fire
188 protection contract. PWD Nelson said if we stay with our contract, except for the rate part, and next
189 year some of the cities pull away from the new facility, River Heights would still pay the same, rather
190 than making up for the lost revenue from other cities. Mayor Brackner said we would make up a
191 portion, but not the full amount. He understands that once our individual contract is up we can pull out
192 when we want to with a 12-month notice.

193 Councilmember Clausen read a provision from the current contract which stated it would
194 remain in effect for 50 years unless a one year notice from either party. Attorney Jenkins doesn't
195 interpret that to mean River Heights can leave the contract early. Mayor Brackner said Logan is
196 offering to let us keep the contract, with only the rate change to prevent the attorneys from having to
197 draft a whole new one. Councilmember Smith feels this means we are obligating ourselves to take on
198 other cities' debt if they back out. Mayor Brackner doesn't see the other cities backing out. The
199 studies for a new system show residents would pay about \$50/month versus \$32 with Logan.

200 Councilmember Clausen said Hyrum currently pays \$42 for sewer (they have their own
201 system). Mayor Brackner doesn't feel it would be economically feasible to go south. Councilmember
202 Clausen thought it could be possible.

203 Councilmember Wright asked again what the benefits are of the current contract, except for the
204 rates. Mayor Brackner said we can get out of it in 2025. Mr. Wright sees the only advantage is the
205 good rate, and that is the part we will be changing. He verified that we are considering signing the
206 interlocal agreement and allowing the city attorneys to come up with some wording that would change
207 our rate.

208 Councilmember Wilson asked why we would agree to something before we see what the
209 attorney comes up with. Mayor Brackner said Mayor Petersen said he could take care of it so that
210 River Heights will be billed the new rate. He asked if they want to have Mayor Petersen here to
211 answer questions. We are up against a deadline since he needs to report to the rate committee the first
212 of June. Councilmembers Wilson and Wright don't believe it's a true deadline.

213 Councilmember Wright clarified that a few weeks ago Logan said River Heights needed to get
214 rid of their 50-year contract to be on the rate setting committee. Mayor Brackner said what they were
215 saying is that River Heights needed to sign the new interlocal agreement. Mr. Wright thought the city
216 had to let the old one go to be a voting member on the rate committee. Mayor Brackner explained that
217 the new interlocal agreement would supersede the current one. Mr. Wright clarified that now Logan is
218 saying we can keep the current contract with the rate modification. Mayor Brackner added that we
219 would also need to sign the interlocal agreement and that becomes the contract associated with the cost
220 of treatment. Collection is a separate issue addressed in the individual contracts. The current contract
221 is peripheral to it.

222 Councilmember Wright asked if Nibley's current contract, which is up in 15 years, is in line
223 with the new facility. Mayor Brackner said when they joined with Logan they supplied and took their
224 own pipes to the facility. Therefore, they don't pay as much for this part of collection, so they
225 negotiate a little differently. Mr. Wright asked if they were needing to renegotiate their contract, like
226 River Heights is being asked to do. Councilmember Clausen said they have already signed the
interlocal agreement so they must have redone their contract.

228 Councilmember Wright submitted written comment from Bob Davis, which was looked over
229 by the Council.

230 Councilmember Smith asked Councilmember Clausen if his opinion stayed the same after his
231 meeting with the attorney. Mr. Clausen said, "Yes," he thinks River Heights should pay their part in
232 fairness. Mr. Smith was concerned about the possibility of other cities pulling out and increasing our
233 rate. Mayor Brackner wasn't too concerned about other cities pulling out since they don't have any
234 feasible options. Even if they did, Logan City would have 70% of the slack. River Heights' share
235 would be 5%, at the most, since our share is so low.

236 It was discussed that River Heights would have .09% of a vote on the committee, and a little bit
237 of persuasion power. Councilmember Clausen pointed out that Mayor Brackner has been a valuable
238 asset at the rate committee meetings because of his accounting background and ability to explain
239 things.

240 Councilmember Smith asked Heather Lehnig (a wastewater chemist), if she has seen changes
241 over time. She said no, chemistry doesn't change.

242 Engineer Rasmussen was asked about the Hyrum system. He responded that they are
243 evaluating a different system which other cities are using. He guesses they will have answers in the
244 next few weeks. He feels there is a likely chance of having a regional system that would work out
245 favorably for the south communities, but they don't have the answers yet.

246 Mayor Brackner said if the Council is concerned about getting out of the contract before 2025,
247 he recommended noting a time limit (possibly 12 or 24 months) for getting out. He would be willing
248 to present this to Logan along with the rate change.

249 Councilmember Wilson asked what parts of the current contract would be retained.
250 Councilmember Wright answered there are no benefits besides rates and the deadline.

251 Councilmember Clausen moved to "sign the interlocal agreement with Logan and the other five
252 cities and that our specific sewer treatment agreement with Logan will have a 24-month termination
253 notification in it."

254 Councilmember Wright suggested addressing that the city attorneys for River Heights and
255 Logan will come up with the correct wording for the contract.

256 Mayor Brackner said we're changing two things by doing this; the rate and the termination
257 period. He's not sure Logan will accept it.

258 Councilmember Smith asked if this would obligate our attorney to go along with it, even
259 though he may not feel like it's the best thing for River Heights. Councilmember Clausen said it will
260 force he and the mayor to not sign something that doesn't specify the 24-month termination period.

261 Commissioner Schaub asked if this motion would eliminate the current contract.
262 Councilmember Clausen said his motion will leave it open to the city attorney and mayor to work out.

263 Engineer Rasmussen has had previous conversations with Issa Hamud and doesn't think Logan
264 would have problems with a 24-month opt out. Mr. Clausen said the advantage of the opt out is that if
265 another treatment option comes available down the road we could go with it. It's not likely, but it's
266 there.

267 **Councilmember Clausen moved to "sign the Interlocal Agreement Creating Regional
268 Wastewater Treatment Rate Committee with Logan and the other five cities and that our
269 specific sewer treatment agreement with Logan will have a 24-month termination option."
270 Councilmember Scott seconded the motion, which carried with Clausen, Scott and Wright in
271 favor. Smith and Wilson opposed.**

272 Discuss Installing a Sidewalk on the West Side of 1000 East Between River Heights Boulevard
273 and 350 South and Between 500 South and 600 South: Councilmember Wright stated he is in support

274 of this and informed there are some topographical issues with the south end. He calculated the cost
275 would be about \$12,000, for concrete and the base courses. Engineer Rasmussen guessed \$15,000.

276 Mayor Brackner asked if the city would need to move the current fence at Luu's.

277 Councilmember Wright responded that it would depend on how the grade ended up.

278 Councilmember Wilson would like to see some cost estimates and have time to think about it.
279 Engineer Rasmussen will get some estimates.

280 Discuss Eagle Scout Projects: Councilmember Wilson said in the interest of time she would
281 like to discuss this later. She has done some checking into the scout requirements and feels the City
282 needs to have specific requirements for eagle scout projects. She would like them to come before the
283 Council to present a project they have come up with on their own, give a detailed plan, carry it out
284 themselves and then come back to the Council when it's finished to give a final report.

285 Acceptance of a 700 South Sidewalk Grant from UDOT: Mayor Brackner asked the Council
286 for permission to execute this grant for the sidewalk project that will go from 100 East to 600 East.
287 Councilmember Smith verified the total cost of the project is estimated at \$210,000. Mayor Brackner
288 confirmed this was correct and explained there will be \$80,000 (400 East to 600 East) in this upcoming
289 budget and there will need to be another \$100,000 in next year's budget. Engineer Rasmussen stated
290 he has checked with the State and found out there is \$30,000 available this year, but there is the
291 potential of more funding next year. PWD Nelson stated the project needs to be finished by December
292 31, 2018. Mr. Rasmussen said there is no penalty if the project isn't finished; we just wouldn't get the
293 \$30,000.

294 Mayor Brackner reported on the Anna Marie Anderson property (corner of 700 South
295 Summerwild). The county shows she owns property to the side of the corner lot and the right-of-way
296 in front of the property east of it, owned by Brian Anderson. Ms. Anderson has said she WONT give
297 up the property for a sidewalk. Mr. Anderson has said he is working with an attorney to show
298 ownership of the right-of-way property belongs to him. After the property ownership is settled the
299 City will try again to work with her. They may need to offer her a trade of some kind.

300 **Councilmember Clausen moved to "accept the UDOT Cooperative Agreement (Project S-**
301 **1206(1)0) grant money under the terms of the agreement given to the council members."**

302 **Councilmember Smith seconded the motion, which carried with Clausen, Scott, Smith, Wilson**
303 **and Wright in favor. No one opposed.**

304 Discuss Storing Pro-Log Records: Mayor Bracker explained he received an email from Chris
305 Milbank, who served as the president of ProLog some years ago. He had been storing 2 filing cabinets
306 for them of historical paperwork, which he can no longer store. He wondered if the city had room to
307 store them. Councilmember Clausen would like the city to have their hands on them in a safe place
308 where they wouldn't get lost. He suggested storing them in the City Building or the Old Church.

309 Mayor Brackner said the city office building doesn't have the space for them. He reminded the
310 building is accessible to those who rent it. Prolog doesn't have a key to the building so they would
311 have to bother someone from the city each time they want to access the files. He also wondered how
312 much of the files are old and no longer relevant.

313 Ken Sorensen thought the records were current. He suggested they could be digitized.

314 Councilmember Clausen is concerned the records are disorganized and could get lost under the
315 city's care. Engineer Rasmussen said Hyrum had a similar situation. Their irrigation company never
316 looked at the records after the city stored them. He believes there are probably important documents.
317 He also recommended digitizing them. Councilmember Clausen would like he and the mayor to talk
318 to the irrigation board. Mayor Brackner reiterated that he doesn't want them to end up in the City
Building.

320 Discuss the Reduction of Basic Water Rates by \$5 per Meter: Councilmember Clausen
321 discussed a survey he handed out of water rates from other cities in the valley. River Heights' rates are
322 quite high and (he feels) we are out of sync with the other cities. He reminded, the rates were raised
323 when River Heights needed an additional water storage tank, which is now paid off. Mayor Brackner
324 felt they should first decide if they are going to raise sewer rates before deciding whether to lower
325 water rates. Councilmember Scott suggested letting the citizens know they are raising one and
326 lowering one.

327 Councilmember Smith left the meeting at 8:40 p.m.

328 PWD Nelson agreed our base rate is a little higher, but the overage rate is comparable. River
329 Heights also doesn't have a spring source like most cities. It costs more to pump the water to a
330 reservoir. He thinks the upcoming and historical costs should be looked at more closely. If the City
331 had a major maintenance cost, there should be money saved to cover it.

332 Engineer Rasmussen pointed out River Heights has been exemplary in maintaining water lines
333 which is why costs aren't too high. He suggested looking at upcoming projects that have been
334 discussed and scheduled. PWD Nelson stated the next 15 years of water projects will cost over 2
335 million dollars, which doesn't include unpredictable situations. Currently there is \$177,000 in the
336 water fund. Engineer Rasmussen informed, a few years ago the large well had a perforated casing that
337 needed repaired at a cost of \$85,000 to get it back on line.

338 Councilmember Clausen said they have all talked about how Logan should lower the sewer rate
339 once their bond is paid off, rather than continuing to charge the higher rates. River Heights is
340 essentially doing the same thing. Engineer Rasmussen agreed but cautioned they need to consider
341 other things, such as maintenance on the old reservoir.

342 Mayor Brackner said by next year they would have about \$250,000 in the water fund.


343 Councilmember Clausen will put this on a future agenda to discuss further.

344 Mayor and Council Reports: Councilmember Scott said, in behalf of Councilmember Smith,
345 Apple Days is going along smoothly.

346 Councilmember Wilson discussed dates for a summer party at her Bear Lake home. She is
347 thinking a Saturday or Monday. They leaned towards Monday. She reported the tennis lights should
348 be installed in a couple weeks. PWD Nelson said the light repair guy had to rent a higher lift to reach
349 them. It could be done sooner.

350 The meeting adjourned at 8:45p.m.

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354 Sheila Lind, Recorder

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354 _____
355 James Brackner, Mayor

River Heights City Bills To Be Paid

May 23, 2017

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Al's Trophies & Frames	T-Ball Trophies			\$360.00						\$360.00
2	Badger Screen Printing	T-Ball Shirts & Caps			\$684.00						\$684.00
3	Cache County Treasurer	2016 Final distribution overpayment/return	\$228.94								\$228.94
4	Cache Valley Publishing	Legal Meeting Notice		\$41.71							\$41.71
5	Chyanne Lind	Office Cleaning	\$110.00								\$110.00
6	City of Logan	Sanitation, 911, Sewer	\$11,607.10			\$1,920.00				\$8,296.96	\$21,824.06
7	Comcast	Business Internet	\$21.97						\$21.96	\$21.96	\$65.89
8	Denny's Business	Office Supplies	\$224.02								\$224.02
9	Intermountain Farmers Association	Fertilizer & Weed Killer			\$359.88						\$359.88
10	Logan City	Water Consumption							\$278.24		\$278.24
11	Questar	Gas	\$29.70		\$57.82			\$34.41	\$159.24	\$34.41	\$315.58
12	South Fork Hardware	Ant Traps Office	\$5.18								\$5.18
13	The Clean Spot	Park Restroom Cleaning and Supplies			\$79.89						\$79.89
14	The Flower Shoppe	Royalty Flowers					\$28.00				\$28.00
15	Thomas Petroleum	Fuel for City Vehicles			\$34.78			\$34.77	\$34.77	\$34.77	\$139.09
16	Thurcon Inc.	Road Base and Rock for Water Leaks & Hydrants							\$5,915.00		\$5,915.00
17											
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38	Visa Payment on 05/18/2017										
39	Adobe	Adobe Use	\$15.98								\$15.98
40	Modern Display	Float Decorations					\$412.50				\$412.50
41	Safecart Previlon	Car Facts for Truck Sale			\$3.74			\$3.73	\$3.74	\$3.74	\$14.95
42	St. George Inn & Suites	Mayor & Doug Room for League of Cities	\$122.02						\$122.03	\$122.03	\$366.08
43	Dominos	Budget Workshop Snack	\$26.82								\$26.82
44	Google	G-Mail Account	\$41.66								\$41.66
45	Nextiva	Office Phone & Fax	\$42.74						\$42.74	\$42.74	\$128.22
46	DRI Crash	Cloud	\$9.99								\$9.99

Page 1 SubTotals

\$12,486.12 \$41.71 \$1,580.11 \$1,920.00 \$440.50 \$72.91 \$6,577.72 \$8,556.61 \$31,675.68

Page 1 Total Amount to be Paid: \$31,675.68

River Heights City
 Financial Summary
 May 23, 2017

	<u>Cash Balance By Fund</u>		Net Change	% of Total
	04/30/17	05/23/17		
General Fund	338,090.91	346,535.29	8,444.38	27.50%
Capital Projects Fund	(45,131.95)	(48,039.45)	(2,907.50)	-3.81%
Water Fund	171,648.49	177,064.66	5,416.17	14.05%
Sewer Fund	777,256.50	784,615.94	7,359.44	62.26%
Total Cash Balance	<u>1,241,863.95</u>	<u>1,260,176.44</u>	<u>18,312.49</u>	100.00%

Budget Summary - June 30, 2017

	YTD Actual	Annual Budget	Unexpended Budget	% Of	
				Budget Incurred	% Of Time Incurred
General Fund					
Revenue	634,859.29	791,836.00	156,976.71	80.18%	89.59%
Expenditures					
Administrative	129,320.68	155,970.00	26,649.32	82.91%	89.59%
Office	13,449.23	14,298.72	849.49	94.06%	89.59%
Community Affairs	14,682.06	22,600.00	7,917.94	64.96%	89.59%
Planning & Zoning	4,852.72	6,650.00	1,797.28	72.97%	89.59%
Public Safety	93,729.77	102,578.00	8,848.23	91.37%	89.59%
Roads	77,978.10	90,800.00	12,821.90	85.88%	89.59%
Parks & Recreation	48,689.08	79,066.00	30,376.92	61.58%	89.59%
Sanitation	112,191.21	144,000.00	31,808.79	77.91%	89.59%
Transfer To CP Fund	-	375,000.00	375,000.00		
Total Expenditures	<u>494,892.85</u>	<u>990,962.72</u>	<u>496,069.87</u>	49.94%	89.59%
Net Revenue Over Expenditures	<u>139,966.44</u>	<u>(199,126.72)</u>	<u>(339,093.16)</u>		
Capital Projects Fund					
Revenue	63.36	50.00	(13.36)		89.59%
Transfer From General Fund	-	375,000.00	375,000.00		
Expenditures					
Administrative	-	35,000.00	35,000.00		89.59%
Parks & Recreation	19,547.50	-	(19,547.50)		89.59%
Roads	147,614.66	420,000.00	272,385.34		89.59%
Electricity	4,162.74	4,162.74	-		89.59%
Total Expenditures	<u>171,324.90</u>	<u>459,162.74</u>	<u>287,837.84</u>		89.59%
Net Revenue Over Expenditures	<u>(171,261.54)</u>	<u>(84,112.74)</u>	<u>87,148.80</u>		
Water Fund					
Revenue	336,432.71	380,480.00	44,047.29	88.42%	89.59%
Expenditures	318,372.02	369,357.00	50,984.98	86.20%	89.59%
Net Revenue Over Expenditures	<u>18,060.69</u>	<u>11,123.00</u>	<u>(6,937.69)</u>		
Sewer Fund					
Revenue	161,647.73	184,612.00	22,964.27	87.56%	89.59%
Expenditures	198,912.73	248,031.00	49,118.27	80.20%	89.59%
Net Revenue Over Expenditures	<u>(37,265.00)</u>	<u>(63,419.00)</u>	<u>(26,154.00)</u>		

RESOLUTION 4-2017

A RESOLUTION AMENDING THE 2016-2017 GENERAL BUDGET

WHEREAS , on June 14, 2016 the River Heights City Council adopted and passed the 2016-2017 Budget; and

WHEREAS, subsequent to the adoption of said budget additional and unanticipated expenses have arisen and certain other expenses have been reduced or the necessary revenues have been secured to cover these additional expenses; and

WHEREAS, it appears both necessary and proper that appropriate adjustments be made to the 2016-2017 budget to reflect these changes; and

WHEREAS, a public hearing was held on May 23, 2017 to hear comment and discuss the adjustments;

THEREFORE, BE IT RESOLVED by the City Council of River Heights, Cache County, State of Utah, that the changes to the 2016-2017 Budget, attached hereto as Exhibit "A," are hereby approved.

BE IT FURTHER RESOLVED that this resolution shall become effective upon adoption.

ADOPTED AND PASSED by the River Heights City Council this 23rd day of May, 2017.

BY:

James W Brackner, Mayor

ATTEST:

Sheila Lind, Recorder

Exhibit A

Report Criteria:

- Print Fund Titles
- Page and Total by Fund
- Print Source Titles
- Total by Source
- Print Department Titles
- Total by Department
- All Segments Tested for Total Breaks

Budget Amendments 2016-17

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
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General Fund

Taxes

10-31-10	Property Tax	90,000-	0	90,000-	3,000-	93,000-
10-31-20	Sales Tax	180,000-	0	180,000-	105,000-	285,000-
10-31-30	Franchise Tax	65,000-	0	65,000-	7,000-	72,000-
10-31-50	Redemption Taxes	1,400-	0	1,400-	600-	2,000-
10-31-60	UPP Taxes (personal property)	150-	0	150-	350-	500-
10-31-70	UPP Fees & Lieu (Vehicle Tax)	10,500-	0	10,500-	200	10,300-
Total Taxes:		347,050-	0	347,050-	115,750-	462,800-

Licenses and Permits

10-32-10	Zoning Clearance Permits	3,500-	0	3,500-	500-	4,000-
10-32-20	Home Occupation License	2,000-	0	2,000-	1,500-	3,500-
10-32-30	Conditional Use Permits	200-	0	200-	100-	300-
10-32-40	Subdivision Fees	1,000-	0	1,000-	1,800-	2,800-
10-32-50	Cache County 20% Bldg. Fee	2,800-	0	2,800-	1,700-	4,500-
10-32-60	Dog Fees	3,500-	0	3,500-	100-	3,600-
10-32-65	Sanitation	124,000-	0	124,000-	14,000-	138,000-
10-32-70	Impact Fees - Parks	6,320-	0	6,320-	0	6,320-
10-32-75	Impact Fees - Roads	2,800-	0	2,800-	0	2,800-
10-32-80	Storm Drainage	20,000-	0	20,000-	4,000-	24,000-
10-32-85	911	20,000-	0	20,000-	2,000-	22,000-
Total Licenses and Permits:		186,120-	0	186,120-	25,700-	211,820-

Intergovernmental Revenue

10-33-10	State Liquor	0	0	0	0	0
10-33-20	Class 'C' Road	60,000-	0	60,000-	16,000-	76,000-
10-33-25	Park Grant (RAPZ)	5,500-	0	5,500-	2,200	3,300-
10-33-30	Sidewalk Improvement - Propert	0	0	0	0	0
Total Intergovernmental Revenue:		65,500-	0	65,500-	13,800-	79,300-

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
Charges for Services						
10-34-10	Parks and Recreation	1,000-	0	1,000-	.200	800-
10-34-15	Ball Diamond Rental	0	0	.0	0	0
10-34-16	Soccer Field Rental	0	0	0	0	0
10-34-20	T-Ball	2,000-	0	2,000-	0	2,000-
10-34-30	Late Fees	300-	0	300-	75	225-
Total Charges for Services:		3,300-	0	3,300-	275	3,025-

Fines and Forfeitures

10-35-10	Fines and Forfeitures	3,000-	0	3,000-	1,200	1,800-
Total Fines and Forfeitures:		3,000-	0	3,000-	1,200	1,800-

Other Revenue

10-36-10	Other	0	0	0	2,100-	2,100-
10-36-15	Bad Debt Recovery	0	0	0	0	0
10-36-20	Apple Days	800-	0	800-	1,300-	2,100-
10-36-25	Community Affairs - Other	0	0	0	0	0
10-36-30	Rent - City Building	0	0	.0	100-	100-
10-36-50	Contribution	0	0	0	0	0
10-36-60	Interest Income	200-	0	200-	.400-	600-
10-36-70	Recovery Fees - (Weed Control)	0	0	0	125-	125-
10-36-75	Tennis Court - Light Meter	0	0	0	0	0
10-36-80	Sidewalk Cost Recovery	0	0	.0	66-	66-
10-36-85	Sale of Capital Assets	28,000-	0	28,000-	0	28,000-
Total Other Revenue:		29,000-	0	29,000-	-4,091-	33,091-

Administration

10-41-01	Mayor and Council	18,096	0	18,096	504	18,600
10-41-03	Treasurer	6,778	0	6,778	778-	6,000
10-41-05	Recorder	21,924	0	21,924	1,724-	20,200
10-41-06	Finance Director	1,870	0	1,870	0	1,870
10-41-08	Webmaster	0	0	0	0	0
10-41-10	Supervisor of Public Works	15,246	0	15,246	354	15,600
10-41-15	Payroll Taxes	5,300	0	5,300	300-	5,000
10-41-16	Health Insurance	2,000	0	2,000	0	2,000
10-41-40	Audit	3,500	0	3,500	50-	3,450
10-41-41	Professional Fees	3,500	0	3,500	0	3,500
10-41-42	Bad Debt	0	0	0	0	0
10-41-43	Legal	7,000	0	7,000	4,000-	3,000
10-41-46	Dues and Subscriptions	1,800	0	1,800	0	1,800
10-41-50	Gas, Oil, Vehicle Repairs	0	0	0	0	0
10-41-55	Insurance Liability and Other	1,500	0	1,500	200-	1,300

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
10-41-65	Repairs and Maintenance	1,300	0	1,300	3,200	4,500
10-41-70	Training and Meetings	900	0	900	200	1,100
10-41-75	Gas	0	0	0	0	0
10-41-80	Bank Service Charges	500	0	500	60	550
10-41-83	Capital Expenditures	0	0	0	0	0
10-41-85	Security System	0	0	0	0	0
10-41-87	Capital Expenditures	0	0	0	0	0
10-41-90	Depreciation Expense	60,000	0	60,000	6,400	66,400
10-41-95	Miscellaneous	3,000	0	3,000	1,900	1,100
Total Administration:		154,214	0	154,214	1,756	155,970

Office Expenses

10-44-10	Office and General Supplies	2,500	0	2,500	600	1,900
10-44-12	Office Cleaning	500	0	500	0	500
10-44-15	Dinner & Party	800	0	800	324	476
10-44-17	Computer Maintenance	500	0	500	200	700
10-44-20	Computer Updates	300	0	300	150	150
10-44-25	Computer - Recorder	0	0	0	0	0
10-44-30	Copy Machine Maintenance	400	0	400	100	300
10-44-35	1/3 Caselle	1,100	0	1,100	0	1,100
10-44-40	Elections	100	0	100	100	200
10-44-45	Fax Copier, Printer	0	0	0	0	0
10-44-47	Fire Extinguisher Service	105	0	105	33	138
10-44-49	Nameplates	20	0	20	15	35
10-44-50	Newsletter/Fliers	400	0	400	200	600
10-44-52	Newspaper Ads	600	0	600	350	250
10-44-55	Postage	800	0	800	200	1,000
10-44-60	Cash Over/Cash Under Petty CSH	0	0	0	0	0
10-44-62	Recorder's Bond	0	0	0	0	0
10-44-65	Software	800	0	800	500	1,300
10-44-70	Training - Recorder	400	0	400	400	0
10-44-75	Gas	700	0	700	150	550
10-44-77	Electricity	1,300	0	1,300	150	1,450
10-44-78	Telephone	2,000	0	2,000	0	2,000
10-44-79	Internet	500	0	500	250	750
10-44-80	Web Page Domain	600	0	600	0	600
10-44-85	Web Master	100	0	100	200	300
Total Office Expenses:		14,525	0	14,525	226	14,299

Community Affairs

10-48-10	Apple Days Dinner	0	0	0	0	0
10-48-20	Apple Days	7,500	0	7,500	3,100	10,600
10-48-21	Events (X-mas Tree Lighting)	1,500	0	1,500	0	1,500
10-48-25	Apple Days - Quilt	0	0	0	0	0
10-48-30	Civic Projects	1,500	0	1,500	200	1,700
10-48-40	Emergency Prep - Do not use	0	0	0	0	0
10-48-50	Float	0	0	0	0	0
10-48-55	Float Decorations	100	0	100	800	900
10-48-60	Library	5,000	0	5,000	0	5,000
10-48-65	Museum	0	0	0	0	0

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
10-48-67	Neighborhood Watch- Do not use	0	0	0	0	0
10-48-70	Royalty	1,700	0	1,700	200	1,900
10-48-80	Youth Council	1,000	0	1,000	0	1,000
10-48-90	Sound System	0	0	0	0	0
Total Community Affairs:		18,300	0	18,300	-4,300	22,600

Planning & Zoning

10-51-07	Planning Commission	1,200	0	1,200	500-	700
10-51-10	Zoning Administrator/Planner	2,700	0	2,700	0	2,700
10-51-15	Payroll Taxes	200	0	200	0	200
10-51-19	Advertising, Notices	500	0	500	0	500
10-51-20	Cache County Planner	0	0	0	0	0
10-51-25	Copies of Ordinances, Maps, Ot	500	0	500	-450-	50
10-51-41	Professional Fees	5,000	0	5,000	3,500-	1,500
10-51-45	Training	1,000	0	1,000	0	1,000
Total Planning & Zoning:		11,100	0	11,100	4,450-	6,650

Public Safety

10-54-10	Crossing Guards	9,880	0	9,880	120	10,000
10-54-15	Payroll Taxes	800	0	800	20	820
10-54-19	Crossing Guard Supplies	500	0	500	500-	0
10-54-20	Crossing Guard Training	200	0	200	200-	0
10-54-25	Emergency Preparedness	800	0	800	900	1,700
10-54-26	Neighborhood Watch	0	0	0	0	0
10-54-30	Fire	-47,000	0	-47,000	42-	46,958
10-54-40	911	22,000	0	22,000	3,000	25,000
10-54-50	Liquor Law	0	0	0	0	0
10-54-60	Police	11,000	0	11,000	500-	10,500
10-54-70	Animal Control	7,000	0	7,000	0	7,000
10-54-75	Electricity - School Flashers	300	0	300	300	600
Total Public Safety:		99,480	0	99,480	3,098	102,578

Roads

10-60-10	Supervisor - Roads	15,246	0	15,246	354	15,600
10-60-11	Part-Time Wages	2,920	0	2,920	920-	2,000
10-60-12	Maintenance Assistant	10,477	0	10,477	123	10,600
10-60-15	Payroll Taxes	2,300	0	2,300	100-	2,200
10-60-16	Health Insurance	7,300	0	7,300	0	7,300
10-60-22	Engineering & Professional	500	0	500	500-	0
10-60-24	Trails	900	0	900	0	900
10-60-26	Paint Supplies	500	0	500	0	500
10-60-30	Walkway Repairs	0	0	0	150	150
10-60-40	Signs	4,000	0	4,000	2,000-	2,000
10-60-41	Professional Fees	2,000	0	2,000	1,000	3,000
10-60-46	Dues and Subscriptions	0	0	0	0	0
10-60-50	Gas, Oil & Vehicle Repair	2,000	0	2,000	400-	1,600
10-60-55	Snow Removal	20,000	0	20,000	7,000-	13,000

Account Number	Account Description	(1)		(2)		(3)
		Approved Budget	Adjustment	Modified Budget	Adjustment	Final Budget
10-60-56	Insurance, Liability and Other	5,000	0	5,000	350	5,350
10-60-60	Street Lighting	14,000	0	14,000	500	14,500
10-60-65	Street Repairs	5,000	0	5,000	4,500-	500
10-60-70	Street Sweeping	0	0	0	0	0
10-60-75	Gas - Heating Garage	700	0	700	100-	600
10-60-76	Storm Water	5,000	0	5,000	1,000-	4,000
10-60-77	Electricity	0	0	0	0	0
10-60-79	Internet	0	0	0	0	0
10-60-80	Repairs and Maintenance	7,000	0	7,000	0	7,000
10-60-83	Capital Expenditures	0	0	0	0	0
10-60-84	400 South 700 East Project	0	0	0	0	0
10-60-85	100 East Road Project	0	0	0	0	0
10-60-86	French Drain - Shop	0	0	0	0	0
10-60-87	Water Line - Shop	0	0	0	0	0
10-60-89	City Shed - Fencing	0	0	0	0	0
10-60-90	Utilities - Do Not Use	0	0	0	0	0
Total Roads:		104,843	0	104,843	14,043-	90,800

Parks & Recreation

10-70-10	Supervisor - Parks	15,246	0	15,246	0	15,246
10-70-11	Part-Time Wages	4,717	0	4,717	1,917-	2,800
10-70-12	Maintenance Assistant	13,533	0	13,533	533-	13,000
10-70-15	Payroll Taxes	2,400	0	2,400	0	2,400
10-70-16	Health Insurance	7,700	0	7,700	570	8,270
10-70-20	Events (Apple Days)	0	0	0	0	0
10-70-25	Advertising	0	0	0	0	0
10-70-30	Cleaning Supplies	350	0	350	0	350
10-70-35	Coin Operated Light Controller	0	0	0	0	0
10-70-40	Maintenance Ryan's Park	1,500	0	1,500	0	1,500
10-70-41	Professional Fees	0	0	0	2,500	2,500
10-70-45	Maintenance - Grounds	4,200	0	4,200	0	4,200
10-70-50	Maint. Tennis-Pickleball Court	3,000	0	3,000	7,000	10,000
10-70-55	Plant Restoration	500	0	500	0	500
10-70-56	Insurance Liability and Other	1,600	0	1,600	0	1,600
10-70-60	T-Ball	1,700	0	1,700	0	1,700
10-70-65	Soccer League Expenses	600	0	600	0	600
10-70-67	Eccles Ice Center	1,400	0	1,400	0	1,400
10-70-70	Tennis Court Utilities	450	0	450	0	450
10-70-75	Gas	1,300	0	1,300	100-	1,200
10-70-77	Electricity	1,000	0	1,000	100	1,100
10-70-79	Internet	0	0	0	0	0
10-70-80	Repairs & Maintenance	9,000	0	9,000	0	9,000
10-70-82	Dugout Benches - Ball Diamond	300	0	300	0	300
10-70-83	Capital Expenditures	0	0	0	0	0
10-70-86	Park Restroom	650	0	650	0	650
10-70-90	Miscellaneous	300	0	300	0	300
Total Parks & Recreation:		71,446	0	71,446	7,620	79,066

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
Capital Improvements						
10-80-20	Dugout Benches - Ball Diamond	0	0	0	0	0
10-80-30	Equipment Purchase - Mower	0	0	0	0	0
10-80-80	Sidewalks and Trails	0	0	0	0	0
10-80-85	Park Sprinkler	0	0	0	0	0
Total Capital Improvements:		0	0	0	0	0
Other Expenses						
10-90-10	Sanitation	124,000	0	124,000	20,000	144,000
10-90-92	Transfer to CP Fund	0	0	0	375,000	375,000
Total Other Expenses:		124,000	0	124,000	395,000	519,000
General Fund Revenue Total:		633,970-	0	633,970-	157,866-	791,836-
General Fund Expenditure Total:		597,908	0	597,908	393,055	990,963
Total General Fund:		36,062-	0	36,062-	235,189	199,127

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
Capital Projects Fund						
Other						
40-36-10	Interest - Capital Improvement	100-	0	100-	50	50-
40-36-90	Transfers from General Fund	0	0	0	375,000-	375,000-
40-36-91	Transfers from Water Fund	0	0	0	0	0
40-36-92	Transfers from Sewer Fund	0	0	0	0	0
Total Other:		100-	0	100-	374,950-	375,050-
Department: 40						
40-40-85	Capital Improvements	0	0	0	0	0
40-40-90	Transfers to Water Fund	0	0	0	0	0
Total Department: 40:		0	0	0	0	0
Department: 41						
40-41-83	Administrative	28,000	0	28,000	7,000	35,000
Total Department: 41:		28,000	0	28,000	7,000	35,000
Department: 60						
40-60-83	Roads	423,000	0	423,000	3,000-	420,000
Total Department: 60:		423,000	0	423,000	3,000-	420,000
Department: 70						
40-70-83	Parks & Recreation	0	0	0	0	0
Total Department: 70:		0	0	-0	0	0
Department: 80						
40-80-83	Electricity	0	0	0	4,163	4,163
Total Department: 80:		0	0	0	4,163	4,163
Capital Projects Fund Revenue Total:		100-	0	100-	374,950-	375,050-
Capital Projects Fund Expenditure Total:		451,000	0	451,000	8,163	459,163

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
	Total Capital Projects Fund:	450,900	0	-450,900	366,787-	84,113

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
Water Fund						
Other						
51-36-10	Charges for Services - Water	300,000-	0	300,000-	45,000-	345,000-
51-36-15	Interest Earned - Water	20-	0	20-	260-	280-
51-36-20	Hookups & Other - Water	12,000-	0	12,000-	0	12,000-
51-36-30	Impact Fees - Water	21,480-	0	21,480-	480	21,000-
51-36-40	Water Connection Fees	0	0	0	0	0
51-36-91	Transfers from Cap Proj Fund	0	0	0	0	0
51-36-95	Misc. Income	100-	0	100-	0	100-
51-36-96	Scrap Recovery	0	0	0	0	0
51-36-98	Container Refunds	0	0	0	2,100-	2,100-
Total Other:		333,600-	0	333,600-	46,880-	380,480-

Water Department

51-40-01	Mayor and Council	6,552	0	6,552	252-	6,300
51-40-03	Treasurer	5,529	0	5,529	71	5,600
51-40-05	Recorder	5,158	0	5,158	128-	5,030
51-40-06	Finance Director	1,815	0	1,815	0	1,815
51-40-10	Supervisor - Public Works	22,870	0	22,870	530	23,400
51-40-11	Part Time Wages	2,583	0	2,583	183-	2,400
51-40-12	Maintenance Assistant	13,096	0	13,096	296-	12,800
51-40-15	Payroll Taxes	4,500	0	4,500	0	4,500
51-40-16	Health Insurance	8,200	0	8,200	1,100	9,300
51-40-20	1/3 Caselle Fee	1,100	0	1,100	0	1,100
51-40-22	Bad Debt	300	0	300	0	300
51-40-25	Billing Expense	260	0	260	0	260
51-40-26	Postage	700	0	700	300	1,000
51-40-30	Bond Payment - Interest	0	0	0	0	0
51-40-35	Capital Expenditures	0	0	0	0	0
51-40-37	Depreciation	68,800	0	68,800	1,200	70,000
51-40-40	Audit	2,100	0	2,100	0	2,100
51-40-41	Professional Fees	5,000	0	5,000	1,950	6,950
51-40-43	Legal	500	0	500	0	500
51-40-46	Dues and Subscriptions	100	0	100	750	850
51-40-50	Gas, Oil, & Vehicle Repair	1,500	0	1,500	200	1,700
51-40-51	Logan City Water Fees	5,000	0	5,000	0	5,000
51-40-55	Insurance Liability and Other	6,100	0	6,100	800	6,900
51-40-60	ProLog Water Share Assessment	1,550	0	1,550	0	1,550
51-40-65	Repairs and Maintenance	12,000	0	12,000	6,000	18,000
51-40-66	Materials and Supplies	2,000	0	2,000	600	2,600
51-40-70	Training and meetings	1,000	0	1,000	0	1,000
51-40-71	Rural Water Fees	0	0	0	0	0
51-40-75	Gas	1,500	0	1,500	100	1,600
51-40-76	Duplicate - DO NOT USE	0	0	0	0	0
51-40-77	Electricity	35,000	0	35,000	7,000	42,000
51-40-78	Telephone	1,600	0	1,600	100	1,700
51-40-79	Internet	300	0	300	400	700

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
51-40-80	Chlorine	2,500	0	2,500	1,400	3,900
51-40-83	Capital Expenditures-Water	0	0	0	128,502	128,502
51-40-85	Replace Water Meters	0	0	0	0	0
51-40-86	Flow Meters	0	0	0	0	0
51-40-90	Replace Reservoir	0	0	0	0	0
51-40-91	Transfers to Other Funds	0	0	0	0	0
Total Water Department:		219,213	0	219,213	150,144	369,357
Water Fund Revenue Total:		333,600-	0	333,600-	46,880-	380,480-
Water Fund Expenditure Total:		219,213	0	219,213	150,144	369,357
Total Water Fund:		114,387-	0	114,387-	103,264	11,123-

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
Sewer Fund						
Other						
52-36-10	Charges for Services - Sewer	140,000-	0	140,000-	15,000-	155,000-
52-36-20	Interest Earned - Sewer	8,000-	0	8,000-	6,700	1,300-
52-36-25	Sewer Assessment & Other	9,600-	0	9,600-	0	9,600-
52-36-30	Impact Fees - Sewer	18,712-	0	18,712-	0	18,712-
52-36-40	Connection Fees	0	0	0	0	0
Total Other:		176,312-	0	176,312-	8,300-	184,612-
Sewer Department						
52-40-01	Mayor and Council	6,552	0	6,552	252-	6,300
52-40-03	Treasurer	5,529	0	5,529	271	5,800
52-40-05	Recorder	5,158	0	5,158	128-	5,030
52-40-06	Finance Director	1,815	0	1,815	0	1,815
52-40-10	Supervisor - Public Works	7,624	0	7,624	176	7,800
52-40-11	Part Time Wages	1,012	0	1,012	212-	800
52-40-12	Maintenance Assistant	6,548	0	6,548	198-	6,350
52-40-15	Payroll Taxes	2,300	0	2,300	300	2,600
52-40-16	Health Insurance	3,755	0	3,755	745	4,500
52-40-20	1/3 Caselle Fee	1,100	0	1,100	0	1,100
52-40-22	Bad Debt	100	0	100	0	100
52-40-25	Billing Expense	200	0	200	0	200
52-40-26	Postage	700	0	700	250	950
52-40-35	Capital Expenditures	0	0	0	49,095	49,095
52-40-37	Depreciation	11,100	0	11,100	5,166	16,266
52-40-40	Audit	2,100	0	2,100	75-	2,025
52-40-43	Legal	100	0	100	0	100
52-40-45	Professional Fees	100	0	100	5,100	5,200
52-40-46	Dues and Subscriptions	200	0	200	0	200
52-40-50	Gas, Oil & Vehicle Repair	1,500	0	1,500	0	1,500
52-40-55	Insurance Liability and Other	6,400	0	6,400	1,000	7,400
52-40-65	Repairs and Maintenance	16,000	0	16,000	6,000	22,000
52-40-70	Training and meetings	1,000	0	1,000	0	1,000
52-40-75	Gas	750	0	750	0	750
52-40-77	Electricity	500	0	500	100	600
52-40-78	Telephone	1,600	0	1,600	50	1,650
52-40-79	Internet	300	0	300	0	300
52-40-80	Sewer Treatment	85,000	0	85,000	11,500	96,500
52-40-85	Supplies	100	0	100	0	100
52-40-90	Transfers	0	0	0	0	0
Total Sewer Department:		169,143	0	169,143	78,888	248,031
Sewer Fund Revenue Total:		176,312-	0	176,312-	8,300-	184,612-
Sewer Fund Expenditure Total:		169,143	0	169,143	78,888	248,031

Account Number	Account Description	(1) Approved Budget	Adjustment	(2) Modified Budget	Adjustment	(3) Final Budget
Total Sewer Fund:		7,169-	0	7,169-	70,588	63,419
Grand Totals:		293,282	0	293,282	-42,253	335,535

Report Criteria:

- Print Fund Titles
 - Page and Total by Fund
 - Print Source Titles
 - Total by Source
 - Print Department Titles
 - Total by Department
 - All Segments Tested for Total Breaks
-

Memo

To: City Council
From: Sheila Lind
Date: May 18, 2017
Re: Saddlerock Phase 3 Final Plat

The Planning Commission made the following motion at their meeting on May 17, 2017:

Commissioner Pitcher moved to "approve the revised final plat for Saddlerock Subdivision Phase 3 and recommend that the city council approve it upon satisfactory completion of the following conditions:

1. That the seven items listed by the city engineer in a memo dated May 17, 2017 be addressed to the city engineer's satisfaction.
2. That the 1000 East right-of-way configuration be: three feet of park strip from the existing curb to the sidewalk, a sidewalk four feet width and five feet from the sidewalk to the property line.
3. That a notation be added to the final plat regarding the establishment of a design committee that will include property owners of lots 58-62 and 72 to coordinate with the city the landscape and fence design of the 1000 East right-of-way.
4. That a notation be added to the final plat stating the 1000 East right-of-way maintenance will be the responsibility of the adjacent property owners.
5. That the backyard fence height along 1000 East be no more than four feet above the sidewalk grade for lots 58-62 and 72.
6. That the city council consider extending the 1000 East sidewalk north to River Heights Blvd. and south to 600 South from the Saddlerock Subdivision sidewalk."

Commissioner Zollinger seconded the motion, which carried with Petersen, Pitcher, Schaub and Zollinger in favor. No one opposed.

May 17, 2017

Mark Malmstrom
Planning Commission Chairman
River Heights City
420 South 500 East
River Heights City, Utah 84321

**RE: Saddlerock Subdivision Phase 3
Plat and Const. Plan Review – 3rd Iteration**

Dear Chairman Malmstrom,

I have completed a review of the resubmitted Saddlerock Subdivision Phase 3 construction documents prepared by Turner Design Engineering. A revised Final Plat was provided with the updated construction documents for review. Outstanding items associated with the review are as follows:

Final Plat Comments

1. The access configuration to Lot 58 maintains the 25 foot minimum width into the lot as approved on the preliminary plat. During review meetings it was discussed that rather than having two segments along the access into Lot 58 between Lots 58 and 59, that the segment noted as L34 on the plat would be eliminated to simplify the border between the two lots to a single segment without a slight angle point.

Construction Document Comments

Street and Storm Sewer Plan

2. Sidewalk along the west side of 1000 East is shown as per the approved preliminary plat, with ADA ramps at the 400 South intersection. A detail for the 1000 East Improvements is shown on the plan and should be reviewed/discussed by the Planning Commission with respect to landscaping and park strip options for recommendation to the Council.
3. The previous review does not address fencing along 1000 East. The fencing should be consistent across the lots fronting 1000 East. Fencing was discussed in review meetings with the developer's engineer. It was suggested that restrictive covenants may be used to establish a uniform fence to be constructed along 1000 East. Whereas there is an existing electrical switch gear box above grade on Lot 61, it is expected that the fence will need to jog around the switch box. Rocky Mountain Power should be consulted with respect to the required clearance around the vault. Notation that the fence on Lot 61 must conform to clearance requirements for the electrical equipment should be included in the covenants.

4. The right side curb elevation at 400 South Station 7+07.96 has been adjusted. However, in the change, the left side curb elevation has incurred the same issue as formerly exhibited on the right side. The left side TBC elevation changes 1.37 feet vertical in 12.33 feet horizontal as shown on the plan for an 11.1% slope for a short section. Provide a more smooth transition from the existing to proposed grades. It may be helpful to specify the slope of the existing curb from Phase 2.
5. Verify/adjust the high point location/elevation on the west side of 970 East at 400 South. Sta. 7+94.16 TC elevation 4606.43. If this is high point, stormwater would need to flow crosswise to the street cross section from this point to the next curb elevation on 400 South. It is suspected that the high point is intended to be at the center of the arc, but this is not indicated on the plans. Staking with the information provided may not result in the intended grades.

Sanitary Sewer and Water Plan

6. Water-system plan needs to account for filling, flushing, and testing of the water system. Notation has been added to the plan; however, all connection points to the existing system now indicate to connect after flushing and testing has been completed. One connection is usually noted as the source point for filling/flushing the new line. A 2" temporary flushing port is not adequate to meet flushing velocities in the 12" line. Based in pipe diameter calculations approximate flow of 850 gallons per minute is required to adequately flush the 12 inch line.
7. Coordinate with River Heights City Public Works Director for the blow-off assembly at the back of the 960 East culdesac. Notation on the plans should be as per discussion with City Public Works prior to approval. (This item may have been confirmed with Clayton but I have not heard about a resolution.)

Please let me know if you have questions related to the engineering review for this phase of Saddlerock Subdivision.

Respectfully,



Craig L. Rasmussen, P.E.
Contract City Engineer

CC: Blake Wright, River Heights City Council
Clayton Nelson, River Heights City Public Works
Sheila Lind, City Recorder



Sheila Lind <office@riverheights.org>

Saddlerock Phase 3 Final Plat Notes

1 message

Craig Rasmussen <crasmussen@forsgren.com>
To: "Sheila Lind (sheila@riverheights.org)" <sheila@riverheights.org>
Cc: Dan Turner <tumerdesigneng@msn.com>

Wed, May 24, 2017 at 8:29 AM

Sheila,

Here are the additional notes added to the final plat for Saddlerock based upon the Planning Commission recommendations.

4. Owners of Lots 58-62 and 72 are required to maintain the park strip, sidewalk, and buffer zone of 1000 East in the same way as the frontage of the lot, in accordance with River Heights City code. These lot owners will be part of a design committee with River Heights City representatives to design a uniform corridor appearance for fencing, vegetation, and ground cover along 1000 East Street, recognizing the limitations presented by the buried storm drain.

5. Lots 58-62 and 72 have a fence height limit on 1000 East Street of 4 feet above the sidewalk grade. Fencing for all lots at street intersections shall conform to River Heights City ordinance to provide clear sight distance at intersections.

Let me know if you have questions regarding the above notes.

Thanks,

Craig R.

Craig Rasmussen

Division Manager

95 West 100 South, Ste. 115

Logan, UT 84321

435.227.0333 / 435.232.7265 Cell

435.227.0334 Fax

FORSGREN
Associates Inc.

SECTION	LENGTH	AREA	CURVE DATA
101	0.000	0.000	
102	20.000	400.000	
103	40.000	1600.000	
104	60.000	3600.000	
105	80.000	6400.000	
106	100.000	10000.000	
107	120.000	14400.000	
108	140.000	19600.000	
109	160.000	25600.000	
110	180.000	32400.000	
111	200.000	40000.000	
112	220.000	48400.000	
113	240.000	57600.000	
114	260.000	67600.000	
115	280.000	78400.000	
116	300.000	90000.000	
117	320.000	102400.000	
118	340.000	115600.000	
119	360.000	129600.000	
120	380.000	144400.000	
121	400.000	160000.000	
122	420.000	176400.000	
123	440.000	193600.000	
124	460.000	211600.000	
125	480.000	230400.000	
126	500.000	250000.000	
127	520.000	270400.000	
128	540.000	291600.000	
129	560.000	313600.000	
130	580.000	336400.000	
131	600.000	360000.000	
132	620.000	384400.000	
133	640.000	409600.000	
134	660.000	435600.000	
135	680.000	462400.000	
136	700.000	490000.000	
137	720.000	518400.000	
138	740.000	547600.000	
139	760.000	577600.000	
140	780.000	608400.000	
141	800.000	640000.000	
142	820.000	672400.000	
143	840.000	705600.000	
144	860.000	739600.000	
145	880.000	774400.000	
146	900.000	810000.000	
147	920.000	846400.000	
148	940.000	883600.000	
149	960.000	921600.000	
150	980.000	960400.000	
151	1000.000	100000.000	

COUNTY SURVEYOR'S CERTIFICATE

I CERTIFY THAT I HAVE THIS DATE EXAMINED AND THAT THIS DEED AND THE ACCOMPANYING MAPS AND INSTRUMENTS ARE IN ACCORDANCE WITH THE RECORDS OF THIS COUNTY RECORDS OFFICE AND I HAVE THE RECORDS OF THIS COUNTY RECORDS OFFICE TO PROVE THE ACCURACY OF THE DEED AND THE ACCOMPANYING MAPS AND INSTRUMENTS.

DATE: _____

COUNTY SURVEYOR:

MAYOR APPROVAL

I HEREBY APPROVE THIS DEED AND THE ACCOMPANYING MAPS AND INSTRUMENTS AS THEY ARE FILED IN THE PUBLIC RECORDS OF THIS COUNTY AND AS THEY APPEAR ON THE CITY ENGINEERS' CERTIFICATE AND THE CITY ENGINEERS' CERTIFICATE IS IN ACCORDANCE WITH THE CITY ORDINANCES AND THE CITY ENGINEERS' CERTIFICATE IS IN ACCORDANCE WITH THE CITY ORDINANCES.

DATE: _____

MAYOR:

CITY ENGINEERS' CERTIFICATE

I HEREBY CERTIFY THAT THE DEED AND THE ACCOMPANYING MAPS AND INSTRUMENTS AS THEY ARE FILED IN THE PUBLIC RECORDS OF THIS COUNTY AND AS THEY APPEAR ON THE CITY ENGINEERS' CERTIFICATE AND THE CITY ENGINEERS' CERTIFICATE IS IN ACCORDANCE WITH THE CITY ORDINANCES AND THE CITY ENGINEERS' CERTIFICATE IS IN ACCORDANCE WITH THE CITY ORDINANCES.

DATE: _____

CITY ENGINEER:

CITY ATTORNEY APPROVAL

I HEREBY APPROVE THIS DEED AND THE ACCOMPANYING MAPS AND INSTRUMENTS AS THEY ARE FILED IN THE PUBLIC RECORDS OF THIS COUNTY AND AS THEY APPEAR ON THE CITY ENGINEERS' CERTIFICATE AND THE CITY ENGINEERS' CERTIFICATE IS IN ACCORDANCE WITH THE CITY ORDINANCES AND THE CITY ENGINEERS' CERTIFICATE IS IN ACCORDANCE WITH THE CITY ORDINANCES.

DATE: _____

CITY ATTORNEY:

ACKNOWLEDGEMENT

NAME OF GRANTEE: _____

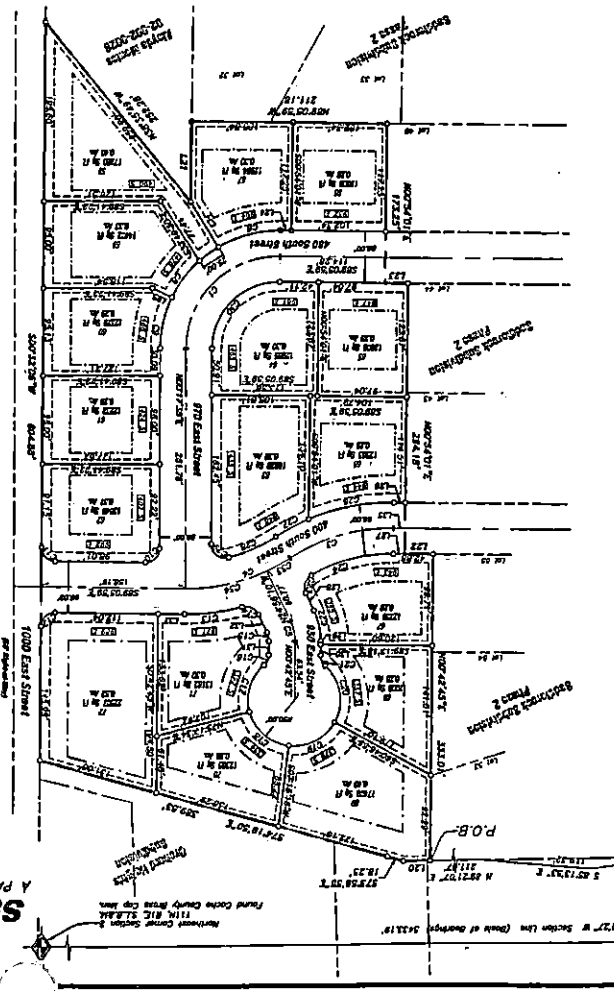
CITY OF CACHÉ: _____

DATE OF DEED: _____

DATE OF RECORDED: _____

BOOK: _____

PAGE: _____



Saddlerock Subdivision

FINAL PLAN
Containing 844 Acres and 17 Lots

A PART OF THE NORTHWEST QUARTER OF SECTION 2, T11N, R1E, S1B.M., A PART OF THE RIVER HEIGHTS, CACHE COUNTY, UTAH

607 E

SCALE 1"=60'

LEGEND

PROPERTY LINE
EASEMENT
RIGHT-OF-WAY
DISTRICT RIGHT-OF-WAY
PUBLIC UTILITY EASEMENT
PUBLIC UTILITY EASEMENT
FENCE LINE
STATION CORNER
ADJACENT PROPERTY

3" = 1" GRAPHIC SCALE

Saddlerock Subdivision Phase 3

SURVEYOR'S CERTIFICATE

I, JEFFREY M. HALL, DO HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR IN THE STATE OF UTAH AND THAT I HAVE PREPARED AND RECORDED THIS DEED AND THE ACCOMPANYING MAPS AND INSTRUMENTS AS THEY APPEAR ON THE CITY ENGINEERS' CERTIFICATE AND THE CITY ENGINEERS' CERTIFICATE IS IN ACCORDANCE WITH THE CITY ORDINANCES AND THE CITY ENGINEERS' CERTIFICATE IS IN ACCORDANCE WITH THE CITY ORDINANCES.

DATE: _____

SURVEYOR:



ACKNOWLEDGEMENT

NAME OF GRANTEE: _____

CITY OF CACHÉ: _____

DATE OF DEED: _____

DATE OF RECORDED: _____

BOOK: _____

PAGE: _____

FORESIGHT SURVEYING

2005 North 600 West Suite D
Logan, Utah 84321
(435) 753-1910 Office
(435) 753-3213 Fax

1-3-3 Subdivision Phase 3

ACKNOWLEDGEMENT

NAME OF GRANTEE: _____

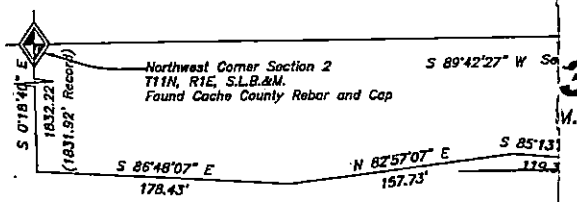
CITY OF CACHÉ: _____

DATE OF DEED: _____

DATE OF RECORDED: _____

BOOK: _____

PAGE: _____



PARCEL LINE DATA		
SEGMENT	DIRECTION	LENGTH
L20	N89°21'07"E	28.73'
L21	S00°53'17"W	86.96'
L22	N89°05'59"W	30.56'
L23	N89°05'59"W	24.89'
L24	N89°05'59"W	11.94'
L25	S64°11'18"E	22.99'
L26	N89°05'59"W	12.32'
L27	S89°05'59"E	12.32'
L28	N24°58'10"W	21.24'
L29	N00°42'45"E	3.25'
L30	N00°42'45"E	11.57'
L31	S00°42'45"W	14.60'
L32	S24°58'10"E	21.60'
L33	S89°05'59"E	28.87'
L34	N30°54'01"W	57.59'
L35	S89°05'59"E	12.32'

PARCEL CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	158.14'	100.00'	90°36'24"	142.17'	N45°35'49"E
C3	118.90'	200.00'	34°03'49"	117.18'	N73°52'07"E
C4	118.90'	200.00'	34°03'49"	117.18'	S73°52'07"W
C5	22.38'	50.00'	25°38'53"	22.20'	S12°08'43"E
C6	69.96'	128.08'	31°17'52"	69.10'	S78°14'45"W
C8	50.31'	128.00'	23°31'17"	49.89'	S37°04'20"W
C9	57.00'	128.09'	25°29'57"	56.54'	S15°02'58"W
C10	23.72'	15.00'	90°36'24"	21.33'	S45°33'49"W
C11	23.47'	15.00'	89°38'03"	21.15'	N46°18'58"W
C12	23.68'	15.00'	80°21'53"	21.28'	N45°43'04"E
C13	62.25'	228.00'	15°38'39"	62.06'	N83°04'42"E
C14	20.89'	15.00'	78°48'27"	19.25'	S84°50'24"E
C15	9.85'	22.00'	25°38'55"	9.77'	S12°08'43"E
C16	12.72'	15.00'	48°54'58"	12.34'	S25°00'14"W
C17	55.85'	50.00'	64°00'09"	52.89'	S17°17'38"W
C18	59.37'	50.00'	88°02'18"	55.95'	S48°43'55"E
C19	59.37'	50.00'	68°02'11"	55.95'	N83°14'11"E
C20	67.27'	50.00'	77°05'18"	62.31'	N09°19'34"W
C21	12.72'	15.00'	48°54'58"	12.34'	N23°34'44"W
C22	34.92'	78.00'	25°38'55"	34.63'	N12°06'43"W
C23	22.20'	15.00'	84°47'48"	20.23'	N17°27'44"E
C24	95.18'	172.00'	31°02'23"	92.04'	N75°22'59"E
C26	95.22'	228.00'	25°55'38"	94.52'	S78°56'12"W
C27	40.34'	228.00'	10°08'10"	40.28'	S81°54'18"W
C28	55.13'	172.00'	18°21'47"	54.89'	S66°01'08"W
C29	27.51'	15.00'	105°05'38"	23.82'	N32°15'11"W
C30	113.88'	72.00'	80°36'24"	102.36'	N45°35'49"E
C33	28.72'	200.00'	8°13'37"	28.69'	S60°57'01"W
C34	50.19'	200.00'	25°50'11"	49.42'	S77°58'58"W

SURVEYOR'S CERTIFICATE

I, **JEFF C. NIELSEN**, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 5152661 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS: SADDLEROCK SUBDIVISION PHASE 3 AND THE SAME HAS BEEN CORRECTLY SURVEYED AND ALL STREETS ARE THE DIMENSIONS SHOWN.

Subdivision Boundary

A PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE NORTHEAST CORNER OF SADDLEROCK SUBDIVISION PHASE 2 AND AT A POINT ON THE SOUTH LINE OF ORCHARD HEIGHTS SUBDIVISION LOCATED SOUTH 00°18'40" EAST A DISTANCE OF 1832.22 FEET, AND SOUTH 86°48'07" EAST A DISTANCE OF 178.43 FEET, AND NORTH 82°57'07" EAST A DISTANCE OF 157.73 FEET, AND SOUTH 85°13'53" EAST A DISTANCE OF 119.32 FEET, AND NORTH 89°21'07" EAST A DISTANCE OF 211.67 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 2 AND RUNNING THENCE ALONG THE SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 89° 21' 07" EAST, A DISTANCE OF 28.73 FEET (2) SOUTH 73° 56' 53" EAST, A DISTANCE OF 18.25 FEET (3) THENCE SOUTH 74° 19' 50" EAST, A DISTANCE OF 389.53 FEET TO THE WEST RIGHT-OF-WAY LINE OF 1000 EAST STREET; THENCE ALONG SAID WEST LINE SOUTH 00° 32' 08" WEST, A DISTANCE OF 804.88 FEET; THENCE NORTH 38° 35' 49" WEST, A DISTANCE OF 252.28 FEET; THENCE SOUTH 00° 53' 17" WEST, A DISTANCE OF 86.96 FEET TO THE NORTHEAST CORNER OF LOT 32 OF SAID PHASE 2 OF SADDLEROCK SUBDIVISION; THENCE ALONG SAID PHASE 2 THE FOLLOWING SIX (6) COURSES; (1) NORTH 89° 05' 59" WEST, A DISTANCE OF 211.18 FEET (2) NORTH 00° 54' 01" EAST, A DISTANCE OF 173.25 FEET (3) NORTH 89° 05' 59" WEST, A DISTANCE OF 24.86 FEET (4) NORTH 00° 54' 01" EAST, A DISTANCE OF 294.18 FEET (5) NORTH 89° 05' 59" WEST, A DISTANCE OF 30.56 FEET (6) NORTH 00° 42' 45" EAST, A DISTANCE OF 333.01 FEET TO THE POINT OF BEGINNING. CONTAINING 6.94 ACRES AND 17 LOTS.



SIGNATURE _____ DATE _____

for
the
by
East
to
de.
ion
ng
road
at
vide
1939

FORESIGHT SURVEYING

2005 North 600 West Suite D
Logan, Utah 84321
(435) 753-1910 Office
(435)-755-3213 Fax
15-5 Saddlerock Phase 3

ACKNOWLEDGMENT

state of UTAH
County of CACHE
on this _____ day of _____
personally appeared before me, the undersigned notary public in and for said county of Cache, in the state of Utah, the signers of the attached owners dedication, _____ in numbers, who duly acknowledged to me they signed it freely and voluntarily and for the purpose therein mentioned.

NOTARY PUBLIC

ACKNOWLEDGMENT

state of UTAH
County of CACHE
on this _____ day of _____
personally appeared before me, the undersigned notary public in and for said county of Cache, in the state of Utah, the signers of the attached owners dedication, _____ in numbers, who duly acknowledged to me they signed it freely and voluntarily and for the purpose therein mentioned.

NOTARY PUBLIC

COUNTY SUR

I CERTIFY THAT I HAVE THE
DATE _____ AND
COUNTY REC'D _____ 2017.
STATE OF UTAH, COUNTY OF _____
AT THE REQUEST OF _____
DATE _____
BOOK _____
CACHE COUNTY REC'D _____

6/17/15 sent to Utah Water Quality Board.

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**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

Robert L. Davis
May 23, 2017

Dear River Heights City Council:

Last meeting of the council I noted some items that bear repeating. I noted:

1. That several members of the rate committee were pleased that River Heights had a "really good" 50 year contract with Logan and were not upset with us.
2. That for the most part, the RHC council would consider a supplemental contract such as the one I presented at the last meeting.
3. That Logan cannot shut down our sewer service.
4. That Logan cannot charge RHC "catch up" rates as a result of the anticipated new contract in 2025.

I now believe the best options in order of preference are:

1. Continue with the 50 year contract until its termination in 2025 and negotiate a new contract at that time.
2. Continue with the 50 year contract until its termination in 2025. Create a supplemental sewer contract to be funded by a price increase to RHC hookups. These funds, would be used as backup (aside from the funds already in our sewer fund) for the negotiations in 2025.
3. Continue with the 50 year contract until its termination in 2025. Create a supplemental sewer contract to be funded by a price increase to RHC hookups. These new funds would be paid to Logan on quarterly and be the RHC payment toward the new sewer system. RHC could also offer an up front payment to Logan City of an amount determined by the RHC council. This number 3 option would absolutely require full participation and voting rights on the rate committee.
4. Under no circumstances should RHC abandon its existing contract. If we did, would anyone take our contracts seriously in the future? Remember, Logan is offering nothing of value for River Heights City giving up over \$600,000 to them.

In closing, let me thank you all for your service, time, and effort to in making River Heights such a great place to live. You all do make a difference.

Thanks again.

Bob Davis



**State of Utah
Department of Transportation**

Cooperative Agreement Converted TAP Funds for Local Agency	Project Description: Pedestrian Sidewalk on 700 South from 100 East to 600 East Local Agency: River Heights City	Charge ID No. 72548
Pin: 15124 Job/ Project:S-1206(1)0		Date Executed

THIS COOPERATIVE AGREEMENT, made and entered into on the executed date, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and **River Heights City**, a political subdivision of the State of Utah, hereinafter referred to as the “**Local Agency**.”

RECITALS

WHEREAS, in the interest of the public, it is the desire of the parties hereto to construct and thereafter maintain a Pedestrian Sidewalk on 700 South in River Heights, Utah described as a pedestrian sidewalk to be constructed on the North side 700 South from 100 E. to 600 E.]; and

WHEREAS, funds for the construction of Transportation Alternative Program (TAP) projects have been made available by UDOT; and

WHEREAS, it is the intent of UDOT that participation in TAP projects be on a 62.5% Local, 37.5% State match basis with a maximum State participation of \$30,000.00; and

THIS COOPERATIVE AGREEMENT is made to set out the terms and conditions where the work shall be performed.

AGREEMENT

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

I. The **Local Agency** with its regular engineering and construction forces at the standard schedule of wages and working hours and in accordance with the terms of its agreement with such employees, or through qualified contractors with whom it has obtained contracts upon appropriate solicitation in accordance with the laws of the State of Utah, shall perform the necessary field and office engineering, furnish all materials and perform the construction work covered by this Agreement.

II. The **Local Agency** is required to pay, as part of the total project cost, 50% of the cost of any utility facility relocations required within the UDOT highway right-of-way, and the utility company is required to pay the remainder of the cost of relocation. The **Local Agency** will determine, as part of the design of the project, those utility companies with facilities that will require relocation and the cost thereof, and will execute a Utility Relocation – 50% Reimbursement Agreement with those companies prior to advertising the project for bids. Contact the Region One Utility and Railroad Coordinator, telephone number 801-620-1635 or [dalley@utah.gov] for assistance in preparing the Reimbursement Agreement.

III. The **Local Agency** will comply with all applicable state and federal environmental regulations, including, but not limited to, Section 404 of the Clean Water Act and Utah Administrative Code 9-8-404. Contact the Region One Environmental Manager, telephone number 801-620-1687 for assistance with

any environmental compliance requirements.

IV. All construction work performed by the **Local Agency** or its contractor within **UDOT** highway right-of-way shall conform to **UDOT's** standards and specifications. For work performed within **UDOT's** right-of-way, the **Local Agency** shall submit plans to **UDOT** for review and approval prior to starting construction. The **Local Agency** shall comply with Utah Administrative Code R930-6 if performing any work within **UDOT's** right-of-way. Any inspection by **UDOT** does not relieve the **Local Agency** of its obligation to meet the standards and specifications. **Local Agency's** construction may conform to local standards if they are equal to or greater than **UDOT's** standards and specifications.

V. All construction performed under this Agreement shall be barrier free to wheelchairs at crosswalks and intersections according to state and local standards.

VI. The **Local Agency** will participate at a minimum of 62.5% of the total project. **Local Agency's** participation can be through financial contribution, preliminary or construction engineering costs, donated labor or equipment, etc. Supporting documentation will be required to verify all costs.

VII. The total estimated cost of the project including **Local Agency's** participation is as follows:

UDOT Funds (Allocated Amount)	\$30,000.00
Local Agency's Funds (Participation Amount)	\$50,000.00
Total Project	\$80,000.00

VIII. Upon completion of construction and final inspection by **UDOT**, and upon request of the **Local Agency**, **UDOT** will deliver to the **Local Agency** a lump sum amount of \$30,000.00 or 100% of **UDOT's** funds for the construction of the facilities covered by this Agreement. This amount is the maximum amount of **UDOT's** contribution. If the project should overrun the estimated project amount contained herein, the **Local Agency** shall be responsible to cover the additional amount. If the project is completed for an amount less than the estimated cost, the amounts in paragraph 7 will be adjusted proportionally and **UDOT** will deliver to the **Local Agency** a lump sum amount based on the percentages as stated in this Agreement.

IX. The **Local Agency** will furnish to **UDOT** a statement upon completion of the project for which the grant was made certifying the amount expended on the project and certification that the project was completed in accordance with the standards and specifications adopted for the project by this Agreement.

X. **UDOT** shall have the right to audit all cost records and accounts of the **Local Agency** pertaining to this project. Should the audit disclose that **UDOT's** share of the total cost should be less than the lump sum payment made to the **Local Agency** under this Agreement, the **Local Agency** will promptly refund to **UDOT** the identified overpayment. For purpose of audit, the **Local Agency** is required to keep and maintain its records of work covered herein for a minimum of 3 years after completion of the project.

XI. Upon commencement of the construction, the **Local Agency** agrees to complete the construction by December 31, 2018. If for any reason, the **Local Agency** cannot complete construction by December 31, 2018, the **Local Agency** must request, in writing before July 1, 2018, an extension of the grant with a full explanation of why the project cannot be completed on time and provide a new planned completion date. **UDOT** will review the request and inform the **Local Agency**, in writing, whether or not the request has been approved. Reasons for which **UDOT** will allow an extension of time include, but are not limited to, weather delays, material shortages, labor strike, natural disaster, or other circumstances that are beyond the **Local Agency's** control. If the request is not approved the **Local Agency** will relinquish the grant allocation for the project and this Agreement shall be terminated.

XII. If the **Local Agency** modifies its project and the modification affects the work, the **Local Agency**

will notify **UDOT**. In the event there are changes in the scope of the work, extra work, or changes in the planned work that require a modification of this Agreement, such modification must be approved in writing by the parties prior to the start of work on the changes or additions.

XIII. Upon completion of the work covered by this Agreement, the **Local Agency** shall be responsible for all costs associated with the ongoing care and maintenance of the resulting improvements.

XIV. **UDOT** and the **Local Agency** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other party from any and all damages, claims, suits, costs, attorney's fees and actions arising from or related to its actions or omissions or the acts or omissions of its officers, agents, or employees in connection with the performance and/or subject matter of this Agreement. It is expressly agreed between the parties that the obligations to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections of this paragraph. This paragraph shall not be construed as a waiver of the protections of the Governmental Immunity Act by the parties. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

XV. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purposes of the Agreement at the request of the other party.

XVI. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.

XVII. This Agreement does not create any type of agency relationship, joint venture or partnership between the parties.

XVIII. Each party represents that is has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

River Heights City				Utah Department of Transportation			
By		Date		By		Date	
Mayor James Brackner				UDOT Region One Project Manager Rodney Terry			
By		Date		By		Date	
				UDOT Region One Director Kris Peterson			
By		Date		By		Date	
				Comptroller Office			

MONTHLY SEWER AND WATER RATES IN SELECTED CITIES IN CACHE COUNTY
As of 1 May 2017

	Hyde Park	Logan	Nibley	North Logan	Providence	Richmond	River Heights	Smithfield	Average
Sewer	\$ 35.00	\$ 27.31	\$ 42.00	\$ 22.10	\$ 29.15	\$ 49.00	\$ 19.05	\$ 24.00	\$ 30.95
Water:									
Base amount and for first 10,000 gallons	\$ 26.00	\$ 25.90	\$ 10.50	\$ 22.81	\$ 23.25	\$ 56.00	\$ 32.75	\$ 15.00	\$ 26.53
For next 10,000 gallons to 20,000 gallons	\$ 5.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 7.50	\$ 10.00	\$ 7.50	\$ 6.00	\$ 9.65
For next 10,000 gallons to 30,000 gallons	\$ 5.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 7.50	\$ 10.00	\$ 7.50	\$ 7.00	\$ 9.78
For next 10,000 gallons to 40,000 gallons	\$ 5.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 7.50	\$ 10.00	\$ 10.00	\$ 7.00	\$ 10.09
For next 10,000 gallons to 50,000 gallons	\$ 5.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 7.50	\$ 10.00	\$ 10.00	\$ 7.00	\$ 10.09
For next 10,000 gallons to 60,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
For next 10,000 gallons to 70,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
For next 10,000 gallons to 80,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
For next 10,000 gallons to 90,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
For next 10,000 gallons to 100,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
Over 100,000 gallons - rates vary									

Note 1 - This is a base rate & varies. \$1.96 per 1,000 gallons of water used is added to this base rate.

Note 2 - This is calculated using a base rate of \$7.11 plus a usage amount of \$1.57 per 1,000 gallons used.

Note 3 - Smithfield is planning to raise their water rates and is presently studying their costs.