

River Heights City

****REVISION #3****

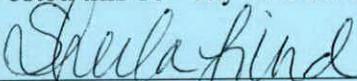
COUNCIL MEETING AGENDA

Tuesday, December 19, 2017

Notice is hereby given that the River Heights City Council will hold its regular council meeting beginning at 4:45 p.m. in the River Heights City Office Building at 520 S 500 E

- 4:45 p.m. Tour the Old School Building
- 5:15 p.m. Opening Remarks (Scott) and Pledge of Allegiance (Clausen)
- 5:20 p.m. Adoption of Previous Minutes and Agenda
Pay Bills
Finance Director Report
Purchase Requisitions
Public Works Report
Administrative Report
Public Comment
- 5:40 p.m. Discuss Tour of the Old School Building
- 5:50 p.m. Ratify Replacement Fire Protection Services Contract
- 6:00 p.m. Report Status of the "Amended Interlocal Agreement Creating Regional Wastewater Treatment Rate Committee"
- 6:10 p.m. Revisit City Council Vote to Accept Annexation Petition of Ironwood Development with Ironwood Development
- 6:20 p.m. Schedule Workshop to Discuss Chugg Property Development Options
- 6:30 p.m. Mayor and Council Reports
- 6:40 p.m. Adjourn

Posted this 18th day of December 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

December 19, 2017

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

Recorder Sheila Lind
Public Works Director Clayton Nelson
Finance Director Clifford Grover
Treasurer Wendy Wilker

Others Present: See attached roll

The following motions were made during the meeting:

Motion #1

Councilmember Clausen moved to "adopt the minutes of the two Council Meetings held December 12, 2017 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.

Proceedings of the Meeting:

The River Heights City Council met at 4:45 p.m. at the Old School Building, 420 South 500 East, on Tuesday, December 19, 2017.

A tour was taken of the Old School Building.

The meeting continued at 5:19 p.m. at the River Heights City Building, 520 South 500 East, in the Ervin R. Crosbie Council Chambers. Councilmember Scott opened the meeting with a thought. Councilmember Clausen led the group in the Pledge of Allegiance.

Mayor Brackner presented a certificate of a job well done to Councilmember Smith since it was his last meeting.

Adoption of Previous Minutes and Agenda: Minutes of the two Council Meetings held on December 12, 2017 were reviewed.

Councilmember Clausen moved to "adopt the minutes of the two Council Meetings held December 12, 2017 and the evening's agenda." Councilmember Scott seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

49 Pay Bills: The bills were presented and discussed. Treasurer Wilker asked for clarification on
50 the Amazon bill for a bathroom fan. PWD Nelson responded, the fans in the park restrooms needed to
51 be replaced because they had quit working.

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

55 Finance Director Report: FD Grover pointed out (on the Financial Summary) the jump in
56 revenue is from property taxes being distributed this month.

57 Purchase Requisition: There were none.

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

- 59 • He called Rocky Mountain Power about the Conservice lights. He was finally able to get a
60 work order number but he hasn’t heard back yet. He requested the usage bill be put in
61 Conservice’s name and a separate bill sent to the city, charging per light, like they do in other
62 areas of the city.

63 Administrative Report: Recorder Lind reminded the Swearing In will take place on January 2
64 at 7:00 p.m.

65 Public Comment: Lisa Ellis said there are two aspects to the Ironwood development: The
66 townhomes and lot size. She reminded that 300 citizens have signed a petition for R-1-15 lots. Many
67 are looking for larger lots to upgrade to and want to stay in River Heights. Mayor Brackner informed
68 this discussion is premature. Ms. Ellis said if River Heights is going to grow bigger, it needs to grow
69 better. She quoted the City’s annexation policy, which states residential property will increase the
70 city’s burden financially. Mayor Brackner restated that this information is premature.

71 Discuss Tour of the Old School Building: Mayor Brackner challenged each of the Council
72 members to think of all the ways they envision the City being able to utilize the Old School building
73 and get their ideas to Mayor-elect Rasmussen. He quoted the school building utilities were \$23,148
74 last year.

75 Ratify Replacement Fire Protection Services Contract: Mayor Brackner explained the current
76 status of the “Interlocal Agreement Creating Regional Wastewater Treatment Rate Committee” and the
77 “Fire Protection Contract,” per the following prepared statement:

78 “In the process of negotiating the “INTERLOCAL AGREEMENT CREATING REGIONAL
79 WASTEWATER TREATMENT RATE COMMITTEE,” (hereafter referred to as the Wastewater
80 Treatment Rate Agreement), Logan’s Mayor Petersen agreed to reduce the “FIRE PROTECTION
81 CONTRACT” amount from about \$49,000 a year to \$32,000 per year if we signed the Wastewater
82 Treatment Rate Agreement.

83 In May or June of 2017, the City Council approved of me signing the Wastewater Treatment
84 Rate Agreement that would become effective as of 1 July 2017. Upon the advice of our City Attorney,
85 Jon Jenkins, I did not sign the agreement but assured the Rate Committee that it was our intention to
86 sign it when our City Attorney and the city attorney of Logan came to an agreement on a sister contract
87 that Logan wanted us to sign that sets the amount River Heights City will pay for collection cost.

88 Since the sister contract has not yet been agreed upon, I have not signed the Wastewater
89 Treatment Rate Agreement.

90 I have proposed to Jon Jenkins, and he has agreed, that I now sign the Wastewater Treatment
91 Rate Agreement and finalize the FIRE PROTECTION CONTRACT. This is necessary because the
92 FIRE PROTECTION CONTRACT is due on 31 December 2017.

93 I therefore provide the proposed FIRE PROTECTION CONTRACT for the City Council
94 approval.”

95 Mayor Brackner stated the City would be paying almost \$49,000 this year. The new contract is
96 for \$32,000/year. He asked permission to complete this agreement.

97 Councilmembers Clausen, Scott, Smith and Wright agreed. Wilson still had questions. Mayor
100 Brackner explained the Wastewater Treatment Agreement is based on getting a cheaper rate on the fire
101 contract. Wilson opposed since she was uncomfortable with it.

102 Treasurer Wilker asked if this would need to be paid before the end of the year. Mayor
103 Brackner answered, "Yes." The Council agreed for it to be paid as soon as there is a bill, which will
104 happen as soon as Mayor Brackner signs, which he will take care of tomorrow.

105 Report Status of the "Amended Interlocal Agreement Creating Regional Wastewater Treatment
106 Rate Committee": This was taken care of during the prior agenda item.

107 Revisit City Council Vote to Accept Annexation Petition of Ironwood Development with
108 Ironwood Development: Mayor Brackner explained the reason for the revote at tonight's meeting by
109 reading a prepared explanation:

110 "At our last City Council meeting on December 12, the Council discussed the annexation
111 application presented by Ironwood Development for the Chugg property. Craig Winder, legal counsel
112 for Ironwood Development, requested that Ironwood withdraw the application. On the advice of our
113 City Attorney, Jon Jenkins, this request was denied. Mr. Winder then asked the City Council to vote
114 NO on the motion to accept the annexation application. The City Council voted 4 to 1 to accept the
115 application.

116 On Thursday, December 14 Mr. Jeff Jackson of Ironwood Development requested a meeting
117 with me and Councilman Blake Wright. We met with Mr. Jackson on Friday, December 15. At the
118 conclusion of this meeting, Mr. Jackson requested that at the next meeting of the City Council we
119 include an agenda item to schedule a workshop with the City Council and representatives of Ironwood
120 Development to discuss the Chugg property development options. We also discussed the possibility of
121 revisiting the vote by the City Council on the annexation application and agreed to include on the
122 agenda a revisiting at our next City Council meeting if Mr. Jackson called me back and requested this.

123 On Monday, December 18, Mr. Jackson telephoned me and requested that we include revisiting
124 the City Council annexation application vote. I agreed that we would include that agenda item. At the
125 request of Sheila Lind and Blake Wright, I telephoned our City Attorney, Jon Jenkins, and he affirmed
126 that I could include this item on the agenda.

127 I would like Mr. Jeff Jackson to address the City Council before we entertain a second vote on
128 whether or not to accept the annexation application."

129 Mayor Brackner asked Jeff Jackson to address the City Council. Mr. Jackson explained the
130 two current issues: One is the legal issue of whether or not they have a legal right to withdraw their
131 petition. They feel they have the right to do so but are waiting on City Attorney Jenkins to get back
132 with them by the end of this week. Mayor Brackner said there is a case law that indicated other
133 applicants have been able to take back their petition. There has since been changes to the state law,
134 which Mr. Jenkins wants to sort out.

135 Jeff Jackson stated the other issue, which he desired to talk about, is the political side. He felt
136 they have had very good interactions with the City through the whole process. He explained that a
137 workshop was suggested at the meeting he attended on Friday with Mayor Brackner and
138 Councilmember Wright, where the Planning Commission and Council come together to talk about
139 what the project looks like with an open and clean slate. They are willing to put all the ideas on the
140 table. They are NOT willing to discuss 15,000 square foot lots. They are not interested in coming to a
141 workshop when they feel they are in an unfair advantage. The only way they can accomplish this is for
142 the City Council to vote to deny their annexation petition so the property is in the County. He feels at
143 that point all of those involved can discuss what is best for this property. If the Council isn't willing to
144 deny the petition they are not willing to come to a workshop and will continue to work with
145 Providence to see what will happen there. He read the following statement:

146 "Because of the open dialog that occurred between both the Planning Commission and the City
147 Council to move forward, they would continue to come to these meetings and the only question he

146 would ask is, "Is this something the City can work with?" and he would get affirmatives to continue to
147 move down this path. At the City's collaborative posture Ironwood proceeded to take the next step by
148 submitting an annexation petition. This was done with the understanding that Ironwood would be
149 allowed to withdraw their petition in the event it elected to pursue annexation into Providence. After
150 the annexation petition was submitted the City began moving from a collaborative stance to an
151 authoritative stance, in which it sought control over the Chugg property. This comment has been
152 echoed a few times from council members and the mayor, that the full intent of annexing is to control
153 the property. If this is the City's intent for annexation, we are done. We are out of here. If we are
154 coming to do a good project that benefits the community and we work together then we are in. If it's
155 all about control, they will hang their hat on a withdrawal and move forward with Providence.

156 They do not desire to burn any bridges with River Heights since they have made it clear that
157 they may want to re-engage with the City later, after options have been explored. However, they do
158 interpret the City's approval of a previously withdrawn petition as an intent to burn bridges between
159 the City and Ironwood. Continuing in such a manner will only decrease the trust that we diligently
160 attempted to establish. My request tonight is that the Council will deny their annexation petition and
161 then schedule a workshop to discuss the property. Thank you."

162 Councilmember Smith feels the City has done everything in good faith and hasn't tried to be
163 bullies but to protect the integrity of River Heights. He feels they have been well within their rights in
164 what they have done and have been fair and open. Nowhere have they ever implied that they accept
165 townhomes by saying, "this is a good plan" and "we like what we are seeing." Jeff Jackson clarified
166 they didn't feel the City was approving townhomes, but every time they refined their concept the
167 responses from the Council and Commission were positive and said they were headed in the right
168 direction. Mr. Smith said because they applied for the annexation in good faith the City acted upon
169 this.

170 Jeff Jackson noted there was a workshop scheduled with the Planning Commission after the
171 public hearing at the school where they were intending to hear very good feedback from what was
172 discussed at the hearing about the project itself. This was shut off and not allowed to happen. This
173 was the point where their uneasiness started to settle in. He has expressed multiple times, his concern
174 was that as soon as they filed an annexation petition, all the control would go to the City. The City's
175 action to not deny their petition and the comments he's heard since has verified that. He'd like to
176 come back to a level playing field to open dialog on what is best for the property.

177 Councilmember Smith said they have the responsibility to reflect what the citizens have
178 suggested, as well as respect property owner's rights. In following their legal counsel's advice they
179 accepted the annexation petition which puts the City on more of a level playing field instead of
180 Ironwood being in total control. He realized they had hoped to play both cities against each other.

181 Councilmember Clausen said at the last Council Meeting Craig Winder asked the Council to
182 deny their petition unless they felt they could accept their plan; which felt like a threat. Mr. Winder
183 clarified that if the City Council was not comfortable with the concept they had proposed, then deny it.
184 It wasn't intended to be a threat. Mr. Clausen felt this statement was a little different than what Mr.
185 Jackson read tonight, which is that if the City denies the petition they will come back and have a
186 workshop. This was not mentioned previously. Mr. Jackson said this idea came up at the Friday
187 meeting with the Mayor and Councilmember Wright. They tried to figure out what they could do to
188 keep this moving through the political arena. Mr. Clausen asked why they couldn't have a workshop
189 while the annexation was moving along. Mr. Jackson said he isn't willing to do this because it changes
190 their position.

191 Mayor Brackner reminded Jeff Jackson that he mentioned if they had a workshop they could
192 discuss things like taking the townhomes off of the table. Mr. Brackner asked why they would do that
193 then, but not now. Mr. Jackson clarified at the Friday meeting he talked about coming back with a
194 plan that replaced townhomes with single-attached homes, which they felt would be a compromise.

195 They are open to presenting a different plan. Councilmember Clausen wondered why they can't
196 proceed with that idea at a workshop. Mr. Jackson discussed the drastic change in open space that will
197 occur if they take townhomes out of the plan. There is still a lot of negotiation that needs to take place,
198 which they are not willing to do under the cloud of an annexation they have asked to have denied. He
199 sees the issue is all about control. He isn't willing to go into a workshop with a noose hanging over his
200 head. He wants to go into it with a clean slate and a level playing field. They are willing to take the
201 townhomes out, but not under these conditions.

202 Councilmember Wilson remembered the City's counsel advising that the City couldn't make
203 decisions on this property because they didn't have jurisdiction. Jeff Jackson said they have told the
204 City all along that there is nothing that precludes them from having discussion about projects, which
205 they do in other cities they have worked with. They just can't take legal action on a project until its
206 annexed.

207 Craig Winder pointed out the unique situation of them having an option to annex between two
208 different cities. They aren't trying to nail something down, rather they would like to build a consensus.
209 Jeff Jackson said the workshop was their step forward to try to solve the political issue.

210 Mayor Brackner reported that Ironwood presented two plans to Providence last week. One
211 showed 100 townhomes along 1000 East, which Providence seemed receptive to. If this happens River
212 Heights would have no say about the density and traffic, and no revenue to offset the effects on River
213 Heights. Jeff Jackson stated the two plans they presented to Providence were the same two they
214 brought to River Heights in the beginning. He used them strictly as conversational points. Providence
215 has been discussing their new life cycle zone. They did not get into the details of these particular
216 plans.

217 Jeff Jackson sees three resolutions to this matter: One is, the Council denies the petition and
then we have a workshop. Two, Attorney Jenkins comes back and says it's legal for them to withdraw
their petition. The third option is they head to court, which he doesn't believe anyone wants.

220 Councilmember Wilson suggested perhaps the Council's vote puts the City on a level playing
221 field. Jeff Jackson doesn't feel this because he's heard comments that they voted for control.

222 Mayor Brackner stated if a motion is made to deny the petition, it must be made and seconded
223 by someone who voted in favor on the previous vote.

224 Councilmember Wright expressed confusion. He doesn't feel things will be leveled by a
225 denial. He guesses if River Heights denies the petition, Ironwood will run to Providence and not come
226 to a workshop in River Heights, unless they don't get what they want in Providence. Jeff Jackson gave
227 his word that they would come to a workshop with River Heights.

228 Mayor Brackner entertained a motion. There wasn't one.

229 Councilmember Smith asked for a workshop because they are very much in favor of working
230 with Ironwood. Jeff Jackson refused. He didn't believe River Heights has any interest in working
231 together for a good development. Each council member disagreed. Councilmember Clausen reminded
232 of a previous meeting with himself, Councilmember Wright, the mayor and Mr. Jackson in which they
233 were presented some alternative ideas besides townhomes and Mr. Jackson said he wasn't interested.
234 Mr. Jackson said at that time, they weren't. Mayor Brackner asked why they weren't willing to change
235 when there was no leverage but now he says they are willing to discuss it. Mr. Jackson says the
236 changes come in an effort to work things out. Mayor Brackner said the Commission and Council are
237 willing to work with having the property in River Heights, but they don't like the townhomes. Mr.
238 Jackson said they are asking for this discussion after the vote is stayed. Discussion was had on
239 commitment by the developer and the city. Mr. Jackson said the City wants control and he wants
240 control. Mayor Brackner said the City is committed to working with him, except for townhouses.

241 Craig Winder said, after reviewing this situation, he is fairly certain they have a right for
242 withdrawal

243 . He recognized the Council is following their counsel's advice. He plans to send a letter to each of
244 the council members which will go into more depth on the legal side of the situation. The land
245 proposed for annexation must be represented by signatures of those owning 51% of the land, which
246 was not done. He is hopeful that he can work with Attorney Jenkins to find a conclusion that works
247 for them to withdraw. If this happens the City will need to decide if they are going to fight to stop this
248 process. They would like to maintain a good relationship with River Heights because they may want
249 to come back.

250 Schedule Workshop to Discuss Chugg Property Development Options: No workshop was
251 scheduled.

252 Mayor and Council Reports: Councilmember Smith expressed appreciation for everyone and
253 said it's been a pleasure to work with the City.

254 Mayor Brackner reported that Brian Anderson has started building a large shed without a
255 permit. He has been issued a stop order, which he has done. He has picked up a Zoning Clearance
256 Permit but hasn't turned it back in yet. Its also been reported that he is living in the basement of his
257 duplex (which makes it a triplex) which is against zoning. The City is working on resolving these
258 situations.

259 Mayor Brackner reported that Anna Marie Anderson is not willing to give her property for a
260 sidewalk. The City is proceeding with the condemnation of the property. She has received a letter
261 from the City Attorney stating the City's intent. She has not responded so Mr. Brackner will send her
262 a letter asking for a response by January 12. The sidewalk project needs to go out for bid by March.

263 Mayor Brackner discussed employee compensation. He fully intended to have this discussion
264 on the agenda but was side-tracked by everything else going on. He referred to the information he
265 previously emailed to the council members and asked for a discussion without a vote. Councilmember
266 Clausen explained he won't be at the January 9 meeting and would like to be included in the vote.
267 Councilmember Wilson asked, if the City joins the Utah Retirement System can they ever get out.
268 Mayor Brackner answered, "no."

269 Councilmember Wright stated he is very opposed to joining with URS. He asked what had
270 prompted this discussion. Mayor Brackner said when he came on as mayor he was informed that PWD
271 Nelson was receiving \$10,000/year in lieu of retirement. He decided to check into it while he was
272 mayor and is trying to finish up his investigations before his term runs out.

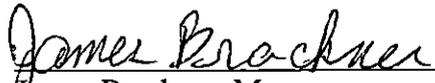
273 The meeting adjourned at 6:30 p.m.

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James Brackner, Mayor


Sheila Lind, Recorder

Please print your name on the roll.

Elaine Thatcher

TOOD RASMUSSEN

Gayle Brackner

Ruth Ann Nelson

Jharlie Gallup

Craig Winder

Lisa Ellis

~~JEFF JACOBSON~~

Heather Lehmy

Kelly Hymas

Robert Astle

Shellie Giddings

Steve Billbo

River Heights City Bills To Be Paid

December 19, 2017

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Cache County Corporation	Law Enforcement & Animal Control FY18				\$16,715.10					\$16,715.10
2	Daines & Jenkins	Legal Fees	\$846.25								\$846.25
3	Denny's Stationery	Office Supplies	\$79.41								\$79.41
4	Freedom Mailing Services, Inc.	Monthly Bill Processing	\$136.42						\$45.47	\$45.47	\$227.36
5	Logan City	Water Consumption							\$134.62		\$134.62
6	National Equipment Services	Snow Plow Maintenance						\$375.36			\$375.36
7	Sheila Lind	Office-Funeral Gift Basket	\$55.94								\$55.94
8	Southfork Hardware	Shop Supplies			\$1.40			\$1.40	\$1.40	\$1.38	\$5.58
9	Tomas Petroleum	Fuel For City Vehicles			\$11.50			\$11.50	\$11.50	\$11.50	\$46.00
10	Watkins Printing	Checks	\$169.95								\$169.95
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21	Zions Visa										
22	National Background Check	New Crossing Guard Check				\$15.95					\$15.95
23	Adobe Acro Pro	Computer Adobe	\$15.98								\$15.98
24	Amazon	Bathroom Fan			\$114.82						\$114.82
25	Google	G-mail	\$41.65								\$41.65
26	Nextiva	Phone & Fax	\$43.48						\$43.48	\$43.49	\$130.45
27	Dri Crash Plan	Cloud	\$9.99								\$9.99
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Page 1 SubTotals			\$1,399.07		\$127.72	\$16,731.05		\$388.26	\$236.47	\$101.84	\$18,984.41

Page 1 Total Amount to be \$18,984.41

River Heights City
 Financial Summary
 December 19, 2017

Cash Balance By Fund

	11/30/17	12/19/17	Net Change	% of Total
General Fund	121,258.29	212,249.42	90,991.13	14.81%
Capital Projects Fund	61,733.01	61,270.51	(462.50)	4.28%
Water Fund	325,136.28	333,182.16	8,045.88	23.25%
Sewer Fund	816,732.92	826,383.22	9,650.30	57.66%
Total Cash Balance	1,324,860.50	1,433,085.31	108,224.81	100.00%

		YTD Actual	Annual Budget	Unexpended Budget	% Of Budget Incurred	% Of Time Incurred
General Fund						
Revenue		408,246.73	767,990.00	359,743.27	53.16%	47.12%
Expenditures	Administrative	71,252.72	160,120.00	88,867.28	44.50%	47.12%
	Office	7,207.27	14,975.00	7,767.73	48.13%	47.12%
	Community Affairs	9,449.90	22,600.00	13,150.10	41.81%	47.12%
	Planning & Zoning	11,112.26	7,100.00	(4,012.26)	156.51%	47.12%
	Public Safety	13,954.21	99,460.00	85,505.79	14.03%	47.12%
	Roads	40,615.50	104,150.00	63,534.50	39.00%	47.12%
	Parks & Recreation	30,465.36	80,846.00	50,380.64	37.68%	47.12%
	Sanitation	59,842.60	144,000.00	84,157.40	41.56%	47.12%
	Transfer To CP Fund	-	100,000.00	100,000.00		
Total Expenditures		243,899.82	733,251.00	489,351.18	33.26%	47.12%
Net Revenue Over Expenditures		164,346.91	34,739.00	(129,607.91)		
Capital Projects Fund						
Revenue		307.94	50.00	(257.94)		47.12%
Transfer From General Fund			375,000.00	375,000.00		
Expenditures	Administrative	4,900.00	35,000.00	30,100.00		47.12%
	Parks & Recreation	114.90	-	(114.90)		47.12%
	Roads	56,338.66	420,000.00	363,661.34		47.12%
	Electricity	-	4,162.74	4,162.74		47.12%
Total Expenditures		61,353.56	459,162.74	397,809.18		47.12%
Net Revenue Over Expenditures		(61,045.62)	(84,112.74)	(23,067.12)		
Water Fund						
Revenue		237,275.13	332,480.00	95,204.87	71.37%	47.12%
Expenditures		143,562.18	241,305.00	97,742.82	59.49%	47.12%
Net Revenue Over Expenditures		93,712.95	91,175.00	(2,537.95)		
Sewer Fund						
Revenue		156,204.77	231,300.00	75,095.23	67.53%	47.12%
Expenditures		121,761.60	259,411.00	137,649.40	46.94%	47.12%
Net Revenue Over Expenditures		34,443.17	(28,111.00)	(62,554.17)		

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT, made and entered into this 14th day of June, 2017, by and between the City of Logan, a municipal corporation of the State of Utah, hereinafter referred to as "Logan" and River Heights, a municipal corporation of the State of Utah, hereinafter referred to as "River Heights."

This agreement is made and entered into pursuant to sections 11-13-1 and 11-13-14 through 11-13-18, of the Utah Interlocal Cooperation act.

This agreement is made and entered into based upon the following recitals:

- A. For the purpose of this agreement, the term "fire protection services" shall include services within the scope of normal firefighting and fire prevention services that are provided to residents within the City of Logan.
- B. Logan currently and has for a number of years provided River Heights with fire protection services.
- C. The parties wish to promote the health, safety, welfare and well-being of their citizens and meet their respective responsibilities by providing fire protection services.
- D. Logan presently possesses the administrative and technical expertise and is able to provide and acquire the necessary personnel and equipment for full-time professional fire protection service.

WITNESSETH:

WHEREAS, the parties hereto have previously been party to an agreement for fire protection services dated the 1st day of April 2013; and

WHEREAS, the parties desire to enter into a new fire protection agreement to commence on the first day of July 2017; and

WHEREAS, the parties are desirous of cooperating to mutual advantage by providing the most effective and economical fire protection services possible.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Logan agrees to provide fire protection and fight all fires located within the city limits of River Heights.

2. As and for consideration of said fire protection and fire prevention services to be provided by Logan, River Heights agrees to compensate Logan for said services as follows:
 - a. \$32,000 for the 2017-2018 fiscal year and increase by 3% annually.
 - b. Payment will be made annually prior to January 1st.
3. This agreement is in effect beginning July 1, 2017 and will expire on July 1st 2021 or until changed or rescinded by either party by giving at least sixty (60) days written notice prior to the end of the then current year budget.
4. It is agreed that the Logan City Mayor and/or his/her designees will meet with the River Heights Mayor and/or his/her designees each year during the period when the budget of Logan is being prepared. These meetings must be requested by River Heights and lacking a request, Logan City will be justified in assuming that the agreement will continue as written without any substantial changes except for changes in assessments for the forthcoming year. If a meeting is called the parties agree to discuss the agreement, its effectiveness, and whether or not either party desires to give notice of withdrawal.
5. Logan agrees to provide fire suppression service contingent upon River Heights providing appropriate water pressure and volume and sufficient hydrant capability. If sufficient capability does not exist, Logan can only provide this service within the context of that capability.
6. Logan is not responsible for River Heights' portion of any cost share agreements for the suppression of wildland fires.
7. Logan agrees to provide fire prevention education for the community, schools, and community groups.
8. In the event that a request is made to Logan to fight fires outside Logan, Logan covenants and agrees to provide continual protection to River Heights on the same basis as to Logan, via mutual-aid agreements with other fire departments.
9. This agreement supersedes all previous agreements.

River Heights Mayor

ATTEST:

City Recorder

Logan Mayor

ATTEST:

City Recorder

**AMENDED INTERLOCAL AGREEMENT
CREATING REGIONAL
WASTEWATER TREATMENT RATE COMMITTEE**

THIS AMENDED INTERLOCAL AGREEMENT CREATING REGIONAL WASTEWATER TREATMENT RATE COMMITTEE (this "Agreement") is made and entered into as of this ____ day of _____, 2017, 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").

This Agreement shall replace the original Interlocal Agreement creating the Regional Wastewater Treatment Rate Committee dated November 9th, 2015 and is amended for the sole purpose of adding the City of River Heights as a member.

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	2016 Revenue	Proportional Contribution	Number of Votes for 2017
LOGAN	\$4,216,157.27	66.5%	665
SMITHFIELD	\$398,337.17	6.3%	63
HYDE PARK	\$260,873.43	4.1%	41
NORTH	\$737,548.63	11.6	116
RIVER	\$55,572.54	0.9%	9

PROVIDENCE	\$431,445.9	6.8%	68
NIBLEY	\$239,384.18	3.8%	38
TOTAL	\$6,339,319.12	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.

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

(d) 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 of any default in the performance of any obligation hereunder or any breach of any term hereunder by a Contributing 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 Sections 5(b) and 16 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 unenforceable, 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

Attest:

Approved as to form:

City Recorder

Attorney for Logan City

SMITHFIELD CITY

By: _____
Mayor

Attest:

Approved as to form:

City Recorder

Attorney for Smithfield City

HYDE PARK CITY

By: _____
Mayor

Approved as to form:

Attest:

City Recorder

Attorney for Hyde Park City
NORTH LOGAN CITY

By: _____
Mayor

Approved as to form:

Attest:

City Recorder

Attorney for North Logan City

RIVER HEIGHTS CITY

By: _____
Mayor

Approved as to form:

Attest:

City Recorder

Attorney for River Heights City

PROVIDENCE CITY

By: _____
Mayor

Attest:

Approved as to form:

City Recorder

Attorney for Providence City

NIBLEY CITY

By: _____
Mayor

Attest:

Approved as to form:

City Recorder

Attorney for Nibley City