

River Heights City

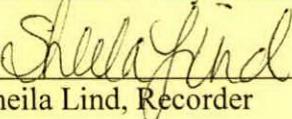
COUNCIL MEETING AGENDA

Tuesday, January 9, 2018

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 (Thatcher) and Pledge of Allegiance (Clausen)
- 6:35 p.m. Adoption of Previous Minutes and Agenda
 - Pay Bills
 - Finance Director Report
 - Purchase Requisitions
 - Public Works Report
 - Administrative Report
 - Public Comment
- 6:45 p.m. Discuss Council Assignments
- 6:50 p.m. Discuss Old School Building
- 7:15 p.m. Discuss and Accept the Inter-City Sewage Treatment Service Agreement
- 7:30 p.m. Mayor and Council Reports
- 7:45 p.m. Adjourn

Posted this 5th day of January 2018



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

January 9, 2018

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8 Present: Mayor Todd Rasmussen
9 Council members: Robert "K" Scott
10 Elaine Thatcher
11 Dixie Wilson
12 Blake Wright
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14 Recorder Sheila Lind
15 Public Works Director Clayton Nelson
16 Finance Director Clifford Grover
17 Treasurer Wendy Wilker
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19 Excused Councilmember Doug Clausen
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21 Others Present: James and Gayle Brackner, Cindy Schaub, Dolly Craney,
22 Heather Lehnig
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25 The following motions were made during the meeting:
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27 Motion #1

28 Councilmember Wright moved to "adopt the minutes of the December 19, 2017 Council
29 Meeting and the evening's agenda." Councilmember Wilson seconded the motion, which passed with
30 Scott, Thatcher, Wilson and Wright in favor. No one opposed. Clausen was absent.
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32 Motion #2

33 Councilmember Scott moved to "pay the bills as listed." Councilmember Thatcher seconded
34 the motion, which passed with Scott, Thatcher, Wilson and Wright in favor. No one opposed. Clausen
35 was absent.
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38 Proceedings of the Meeting:

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40 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in
41 the River Heights City Building on Tuesday, January 9, 2018. Councilmember Thatcher opened the
42 meeting with a thought. Councilmember Wilson led the group in the Pledge of Allegiance. Mayor
43 Rasmussen stated he is humbled by knowing the citizens want him in this position and he vowed to do
44 his best to lead the City. He felt grateful to be able to work with everyone.

45 Councilmember Thatcher felt honored to be able to serve on the Council. Her grandfather was
46 the first mayor of River Heights and her parents grew up here. She has seen the City go through a lot
47 of changes over the years. She hoped to use her best gifts in the service she will give.

48 Adoption of Previous Minutes and Agenda: Minutes of the December 19, 2017 Council
49 Meeting, were reviewed.

50 **Councilmember Wright moved to “adopt the minutes of the December 19, 2017 Council
51 Meeting and the evening’s agenda.” Councilmember Wilson seconded the motion, which passed
52 with Scott, Thatcher, Wilson and Wright in favor. No one opposed. Clausen was absent.**

53 Pay Bills: The bills were presented and discussed. Councilmember Wilson asked if the salt bill
54 from Providence was for the year or just December. PWD Nelson said it is for all that was used this
55 winter so far. Treasurer Wilker explained the bill is actually lower than usual and that the public
56 works guys keep a record of what they pick up and compare it with the bill when it comes. Mr. Nelson
57 said, actually Providence just takes his word for how much he picks up and then bills for that amount.

58 Councilmember Wright asked about the 1000 East bill for sidewalk, curb and gutter. PWD
59 Nelson said the bill was for the amount originally approved to pay Logan for the improvements (which
60 affected River Heights residents) on their project. The individuals who requested driveway assistance,
61 have been paid separately.

62 Mayor Rasmussen asked about the Thurcon bill for street sweeping. PWD Nelson explained
63 Thurcon brings a bin for them to use all year for dumping the street sweeping debris (per state
64 stormwater regulations). They come back and empty it at the end of the season.

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

68 Finance Director Report: FD Grover explained the Financial Summary, designed to help
69 determine where the finances are at a given point. Generally, the balances are tracking pretty close.
70 Some budgets get hit with a large amount at certain times of the year.

71 Councilmember Wright asked why the Planning & Zoning Budget was so skewed. FD Grover
72 explained it is tracking a pass through, which hasn’t been collected yet.

73 Purchase Requisition: There were none. FD Grover asked PWD Nelson what he found out
74 about a new electric service meter at Conservice. PWD Nelson said he was finally able to talk to
75 someone from Rocky Mountain Power about a work order. He’s hoping they can get together this
76 week to figure out when to schedule the meter replacement.

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

- 78 • He has gotten a bid on a snow blade for the Kubota, like Providence has. He was surprised at
79 the expense of \$6,000, which is due to the hydraulic system to run the blade. He feels it is the
80 best option, but is still looking. Currently in the City, there is someone with a 4-wheeler who
81 has been plowing almost all the City’s sidewalks. FD Grover asked if there is a used market
82 for these types of blades. Mr. Nelson will check around.
- 83 • He has been working on the annual reports for the State.
- 84 • He explained that Dan Hogan owes the City almost \$10,000 for the seal coat in Saddlerock
85 Phase 2, which the City paid for. The developer is required to have the work done and pay for
86 it himself within 18 months of when the initial asphalt is installed. The problem is that once
87 development starts the roads get too dirty to apply the seal coat. Mr. Nelson suggested the
88 contractor pay ahead for the work and the City will have it done after the road has been cleaned
89 up. FD Grover suggested the addition of a security deposit, which would cover any differences
90 between the initial bid and the actual cost at the time of installation. The Council agreed.

91 Councilmember Wright read from 11-6-3:W of the RHC Code which states, "To ensure
92 completion of the seal coat, the developer shall post a security of performance of 150% of the
93 amount of the engineer's estimate of the cost of sealing the asphalt." Mr. Nelson said the only
94 company that meets the City's specs only comes once a year. Therefore, the City has been
95 scheduling Saddlerock at the time they have the other roads done. He suggested a couple
96 clarifications to the code. FD Grover had a recommendation on the amount of the security
97 bond. The two of them will come up with changes for the Planning Commission to consider.

98 Administrative Report: Recorder Lind explained there are times when the City needs to pass
99 on a bill to an individual/company, for work done in their behalf, but paid for by the City. Some
100 individuals are hard to collect from in a timely manner. She asked about the possibility of a late fee for
101 bills that are 30 days past due. FD Grover suggested a minimum late charge of \$25 plus 18% annual
102 interest. He felt this was an administrative procedure, rather than a council action. He will forward
103 some verbiage to Recorder Lind, to include with the bills.

104 Public Comment: Jim Brackner would like to buy out his phone, which the City provided for
105 him as mayor. He felt \$340 would be a fair price. It's a two year-old iPhone 6. FD Grover suggested
106 most phones are wasted after 2-3 years. Councilmember Wright suggested gifting it to him, which Mr.
107 Grover agreed to.

108 Discuss Council Assignments: Mayor Rasmussen said he would like to visit one on one with
109 each council member to determine if any of the assignments will be changed.

110 Discuss Old School Building: Mayor Rasmussen asked the Council to email their ideas for
111 City use of the Old School to him.

112 Councilmember Thatcher suggested they consider if the City's investments in the building
113 would be able to be offset by any revenue ideas.

114 Councilmember Wilson feels the City should accept it for the sake of keeping the property and
115 preventing an unwanted use. She felt it wasn't too bad cosmetically.

116 Councilmember Wright asked if anyone knew of safety code issues with the building which
117 would preclude an assembly of people, such as children's operas or concerts. Mayor Rasmussen said
118 the engineer's report stated some items were up to safety code and others were not.

119 Councilmember Thatcher sees an opportunity to have indoor community activities through the
120 winter, such as plays or dances.

121 The annual building utility costs are about \$23,000.

122 Mayor Rasmussen said it has seismic issues and believed it couldn't be used as retail space, but
123 could be used for City use.

124 Jim Brackner said if the building's use didn't change from what it is now, no upgrades would
125 need to be made to the building.

126 Councilmember Wright said the current zone of the property is R-1-8. They have talked in the
127 past about changing this zone in the General Plan zone to Parks and Recreation.

128 Councilmember Scott suggested tearing down the Old Church for a soccer field.

129 Councilmember Wilson admitted she is greedy for the space for the City in the centrally
130 located place. Once it's gone we can't get it back.

131 Councilmember Wright agreed and felt it behooved this Council to hold on to the property even
132 if its not used for a number of years.

133 Discussion was held on the cost for utilities and if the City can afford it. Some areas of the
134 building could be closed off to cut utility costs. Councilmember Wilson asked how much it costs to
135 maintain the current City Building. Mayor Rasmussen said he would find out.

136 The Council will need to make a decision by May. Each council member expressed interest in
137 keeping the property for perpetuity.

138 Mayor Rasmussen asked again for an email from each council member and employees of pros
139 and cons for taking the building.

140 FD Grover will pull the expense information for the City Building maintenance and give it to
141 Mayor Rasmussen.

142 Discuss and Accept the Inter-City Sewage Treatment Service Agreement: Mayor Rasmussen is
143 still getting conflicting stories. There may be an option for River Heights to join a treatment facility in
144 Hyrum, a few years down the road. If we sign with Logan, we would have to wait 2 years to get out of
145 the contract. He has understood all the cities are signing their contracts and will have them back to
146 Logan within the next week or so. Jim Brackner said there is still no firm commitment for Hyrum's
147 plant and there isn't a firm enough cost figure to say if its feasible.

148 The City has already signed the 30-year rate agreement. Jim Brackner said if any conflicts
149 come up, this maintenance contract will take precedence over the 30-year rate agreement.

150 Mayor Rasmussen will do more checking and put this on a future agenda.

151 Mayor and Council Reports: Recorder Lind asked Councilmember Thatcher when Apple Days
152 would be scheduled. It was decided it will be August 25. Heather Lehnig said this is a good date
153 because families will be back in town since school starts that week. PWD Nelson said it's a good date
154 for the PW department, in regards to the park looking good and the weather still being nice.

155 FD Grover asked Councilmember Thatcher to meet with him and Treasurer Wilker to discuss
156 the past budget issues with Apple Days.

157 The meeting adjourned at 7:40 p.m.

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Sheila Lind, Recorder

Todd Rasmussen, Mayor

River Heights City Bills To Be Paid

January 9, 2018

Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1 AT&T Mobility	City Cell Phones	\$67.89						\$67.89	\$67.88	\$203.66
2 Blue Stakes of Utah	Billable Notifications						\$38.15	\$38.15	\$39.30	\$115.60
3 Brag Area Clerks	Annual Recorder Membership	\$35.00								\$35.00
4 Cache Valley Publishing	Appeals Meeting Notice	\$39.87								\$39.87
5 Caselle, Inc.	Monthly Billing Fee	\$91.69						\$91.66	\$91.65	\$275.00
6 Chevron & Texaco	Fuel For City Vehicles			\$51.76			\$51.78	\$51.78	\$51.78	\$207.10
7 City of Logan	Share Cost 1000 East Curb & Gutter, Sidewalks						\$10,230.00			\$10,230.00
8 Daines & Jenkins	Legal P&Z, Sewer, Admin	\$1,640.00	\$100.00						\$100.00	\$1,840.00
9 Freedom Mailing Services, Inc.	Bill Processing	\$136.01						\$45.33	\$45.33	\$226.67
10 Hydro Specialties Company	Chlorinator Repair Kit							\$372.30		\$372.30
11 It Works	Office Scanner Cleanup and Reinstall	\$90.00								\$90.00
12 Lowe's	Heater Connectors for Wells							\$37.14		\$37.14
13 Macey's Providence	Council Meeting Luncheon	\$52.98								\$52.98
14 Providence City	Salt For December 2017						\$2,063.53			\$2,063.53
15 Rocky Mountain Power	Electricity	\$106.73		\$77.23	\$25.45		\$1,158.61	\$1,860.82	\$44.03	\$3,272.87
16 Secure Instant Payments, LLC	Monthly Billing Fee	\$14.82						\$14.82	\$14.81	\$44.45
17 Thurcon	Street Sweeping for Storm Water						\$247.70			\$247.70
18 Xerox	Monthly Copier Usage Billing	\$46.11								\$46.11
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Page 1 SubTotals		\$2,321.10	\$100.00	\$128.99	\$25.45		\$13,789.77	\$2,579.89	\$454.78	\$19,399.98

Page 1 Total Amount to be Paid \$19,399.98

River Heights City
 Financial Summary
 January 09, 2018

Cash Balance By Fund

	12/31/17	01/09/18	Net Change	% of Total
General Fund	220,252.43	187,384.92	(32,867.51)	13.16%
Capital Projects Fund	61,270.51	61,270.51	-	4.30%
Water Fund	341,969.36	347,432.73	5,463.37	24.40%
Sewer Fund	822,266.09	827,803.42	5,537.33	58.14%
Total Cash Balance	1,445,758.39	1,423,891.58	(21,866.81)	100.00%

		YTD Actual	Annual Budget	Unexpended Budget	% Of Budget Incurred	% Of Time Incurred
General Fund						
Revenue		438,022.26	767,990.00	329,967.74	57.03%	52.88%
Expenditures						
	Administrative	86,646.39	160,120.00	73,473.61	54.11%	52.88%
	Office	7,983.35	14,975.00	6,991.65	53.31%	52.88%
	Community Affairs	9,449.90	22,600.00	13,150.10	41.81%	52.88%
	Planning & Zoning	11,424.26	7,100.00	(4,324.26)	160.91%	52.88%
	Public Safety	33,524.62	99,460.00	65,935.38	33.71%	52.88%
	Roads	43,841.47	104,150.00	60,308.53	42.09%	52.88%
	Parks & Recreation	33,883.20	80,846.00	46,962.80	41.91%	52.88%
	Sanitation	72,101.17	144,000.00	71,898.83	50.07%	52.88%
	Transfer To CP Fund	-	100,000.00	100,000.00		
Total Expenditures		298,854.36	733,251.00	434,396.64	40.76%	52.88%
Net Revenue Over Expenditures		139,167.90	34,739.00	(104,428.90)		
Capital Projects Fund						
Revenue		307.94	50.00	(257.94)		52.88%
Transfer From General Fund			375,000.00	375,000.00		
Expenditures						
	Administrative	4,900.00	35,000.00	30,100.00		52.88%
	Parks & Recreation	114.90	-	(114.90)		52.88%
	Roads	56,338.66	420,000.00	363,661.34		52.88%
	Electricity	-	4,162.74	4,162.74		52.88%
Total Expenditures		61,353.56	459,162.74	397,809.18		52.88%
Net Revenue Over Expenditures		(61,045.62)	(84,112.74)	(23,067.12)		
Water Fund						
Revenue		266,033.51	332,480.00	66,446.49	80.01%	52.88%
Expenditures		157,449.19	241,305.00	83,855.81	65.25%	52.88%
Net Revenue Over Expenditures		108,584.32	91,175.00	(17,409.32)		
Sewer Fund						
Revenue		182,798.86	231,300.00	48,501.14	79.03%	52.88%
Expenditures		142,476.42	259,411.00	116,934.58	54.92%	52.88%
Net Revenue Over Expenditures		40,322.44	(28,111.00)	(68,433.44)		

INTER-CITY SEWAGE TREATMENT SERVICE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2017~~8~~ by and between the CITY OF LOGAN, hereinafter "LOGAN", and the CITY OF RIVER HEIGHTS, hereinafter "RIVER HEIGHTS":

WITNESSETH:

WHEREAS, RIVER HEIGHTS presently has no sewage treatment system; and

WHEREAS, LOGAN has a sewage treatment facility, capable of handling and treating the sewage of RIVER HEIGHTS; and

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

1. RIVER HEIGHTS will grant appropriate enforcement authority to LOGAN, to act as the agent and representative of RIVER HEIGHTS, to enforce pre-treatment requirements in conjunction with operation of the RIVER HEIGHTS sewer collection system. This includes the ability and legal authority to impose fines, penalties, and other actions as necessary to assure the integrity and safe operation of the sewage treatment system. The enforcement authority granted to LOGAN by RIVER HEIGHTS does not relieve RIVER HEIGHTS from its enforcement responsibilities pursuant to this agreement and federal, state and local laws and regulations.
2. Transportation to LOGAN Trunk Line. RIVER HEIGHTS will provide the sewage collections system within its corporate limits at its sole cost and expense, and a trunk line extending from the collection system to a point at 1,700 East of the intersection of 7th South and U.S. Hwy 91, where a connection ~~will be~~ has been made to the Logan City's fifteen-inch sewer trunk line. This point shall be referred to hereinafter as the "Main Collection Point."
3. Main Collection Point. At the Main Collection Point, a collection box and measuring device with attached recorder or totaling meter has been installed by LOGAN to the specifications acceptable to the Logan City Engineer to measure the volume of waste discharged through the trunk line into Logan City's trunk line.
4. Ownership/Maintenance. It is agreed that all lines above or on the RIVER HEIGHTS side of the ~~mMain eCollection pPoint~~ (the metering station) shall be owned and maintained by RIVER HEIGHTS. The ownership of pumps and metering station equipment at the ~~mMain eCollection pPoint~~ shall be owned by LOGAN. Maintenance shall be performed

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by LOGAN. All lines (gravity and pressure), below or on the LOGAN side of said Main Collection Point (the metering station) shall be owned and maintained by LOGAN.

5. Meter. The measuring devices installed at any collection points, including the Main Collection Point, shall be installed and owned by LOGAN. RIVER HEIGHTS shall have the right to verify the meter readings and the devices at any time.

6. Acceptance of Permits and Sewage Waste. LOGAN agrees to accept the sewage waste from RIVER HEIGHTS so long as said sewage conforms to all requirements of federal, state and LOGAN laws and regulations, including pre-treatment and Local Limits Standards. RIVER HEIGHTS agrees to set up sewage collection and treatment ordinances that equal or exceed EPA and State requirements, as well as LOGAN standards. RIVER HEIGHTS also agrees to the establishment of user charges associated with the treatment of industrial and/or commercial wastes and that permits for the above be administered and approved by LOGAN. RIVER HEIGHTS hereby agrees to provide all necessary data to enable LOGAN to administer said permits. As a condition of connecting to the domestic sewer system, RIVER HEIGHTS will require industrial and commercial users to allow random, unannounced on-site inspections of pre-treatment facilities. RIVER HEIGHTS also grants to LOGAN authority to perform unannounced on-site, random inspections for pre-treatment purposes, as necessary, and to charge the sewage client for the same, and to allow LOGAN to charge pre-treatment clients with the costs of administering the program, at the same rate charged to LOGAN clients. RIVER HEIGHTS agrees to inform Logan City Environmental Department once every month for any potential new industries, businesses and any other commercial entities that could discharge materials that are subject to pre-treatment standards. RIVER HEIGHTS will also require these businesses to obtain pre-treatment permits from Logan City Permits and Compliance Division before RIVER HEIGHTS will issue building permits and licenses to do business in RIVER HEIGHTS, subject to LOGAN approving or denying all pretreatment permit applications within 30 days of a complete permit application being submitted to Logan. In the event LOGAN fails to respond to a complete application within 30 days, RIVER HEIGHTS may issue building permits and business licenses. RIVER HEIGHTS agrees to abide by regulations that equal or exceed EPA and State requirements, as well as LOGAN standards. As a condition of connecting to the domestic sewer system, RIVER HEIGHTS will require industrial and commercial users to allow random, unannounced on-site inspections of pre-treatment facilities. RIVER HEIGHTS agrees to inform Logan City Environmental Department for any potential new industries, businesses and any other commercial entities that could discharge materials that are subject to pre-treatment standards.

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7. Payments. RIVER HEIGHTS agrees to pay LOGAN, and LOGAN agrees to receive from RIVER HEIGHTS, for treating and disposing of sewage waste, a regular fee as ~~per a~~

schedule as established by Logan Municipal Council Resolution as measured at the Collection Point set forth in paragraph 8 of this Agreement. RIVER HEIGHTS further agrees to pay Logan, and Logan agrees to receive from RIVER HEIGHTS for accepting, conveying and transporting sewer waste a fee in the amount of \$.27 for each 1,000 gallons of waste as measured at the Collection Point. This fee may be adjusted in the future as described in paragraph 8. In no case will sewage treatment costs for RIVER HEIGHTS exceed those treatment costs paid for by other contributors to the system. The provisions of the paragraph concerning treatment and disposing of sewage waste will be amended when new resolutions or ordinances are passes by the LOGAN City Council affecting the sewage rate schedule be subsidized by or be less than those costs charged to equivalent customer classes for LOGAN customers.

8. Rates. It is agreed that fees charged to RIVER HEIGHTS will be as established and adjusted by the Regional Wastewater Treatment Rate Committee (hereinafter Rate Committee) that was created by interlocal agreement dated November 9th, 2015 (hereinafter Rate Committee Interlocal Agreement). In the event that the Rate Committee fails to act, the rates shall be set by Logan City pursuant to Section 15 of the Rate Committee Interlocal Agreement.

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9. Regulated Users. RIVER HEIGHTS agrees that all regulated users within RIVER HEIGHTS boundaries will be required to obtain a pretreatment permit from LOGAN to enable LOGAN to monitor waste water quality, in accordance with federal, state, RIVER HEIGHTS and LOGAN regulations. Any charges for testing, sampling or other charges to regulated user, in addition to the base rate and charges made pursuant to the LOGAN pretreatment rate, including surcharge fees and fines, will be billed and collected directly by LOGAN. RIVER HEIGHTS shall be notified of any formal enforcement action taken by Logan against businesses located in RIVER HEIGHTS. LOGAN ordinances pertaining to the sewer system will have precedence and legal binding authority on all parties to this agreement.

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8-10. Severability of Agreement. Savings Clause. If any provision of this Agreement is found to be in violation of law or unenforceable, then notwithstanding any other provision of this Agreement, the remaining provisions of the Agreement shall remain effective and be interpreted consistent with the remaining provisions to give effect to the mutual intent of the parties to the maximum extent allowed by law.

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9-11. Uniform User Rules. RIVER HEIGHTS and LOGAN agree that uniform rules and regulations will be established to regulate, including but not limited to, the discharge of harmful substances into the sewage system in excess of minimum standards prescribed; the use of food waste disposal units for domestic and commercial food wastes entering the sanitary system; and the provision of adequate inspection of building, sewer and street construction to prevent such items from entering the sewer system.

Enforcement of these provisions will be the responsibility of the entity owning the collection system.

~~10~~12. Effective Period. This Agreement shall remain in effect for a period of two (2) years from the date hereof. It shall continue in effect for two-year periods thereafter unless terminated by either party by giving the other party six months written notice. In the event of a major change in projected growth rates and subsequent sewage flows, federal and state regulations, or capital improvement needs, both cities mutually pledge to renegotiate the terms of this agreement. In addition, any legislative changes that would prohibit Logan's ability to transfer funds as set forth in Section 5 of the Rate Committee Interlocal Agreement shall give Logan the ability to terminate this Agreement early upon two-year notice.

~~11~~13. Adoption and Compliance with Rules and Ordinances. So long as such rules or ordinances are in compliance with federal, state, and LOGAN regulations governing the treatment of sewage, RIVER HEIGHTS agrees to adopt rules and ordinances that equal or exceed those of LOGAN as they presently exist and as they may be amended or added upon, governing the discharge of water or materials of any kind into RIVER HEIGHTS's collection system and to be responsible for the administration and enforcement of said rules or ordinances. if after reasonable notice, RIVER HEIGHTS fails to take appropriate enforcement action against violators within their jurisdiction for violations of said rules or ordinances, LOGAN may take any action it deems appropriate, including not accepting waste at the collection point and/or terminating this agreement.

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~~12~~14. Conflict of Contract. In the event of a conflict of rules or law concerning this Agreement and the Regional Wastewater Treatment Rate Agreement, this Agreement shall govern.

~~13~~15. Damages and Expenses. All costs, damages and expenses (including but not limited to attorney's fees and the reasonable value of equipment and employee time) incurred by a non-breaching party because of a default or a breach by a defaulting party of this Agreement, shall be born and paid by the defaulting party.

~~14~~16. System Responsibility. Each party shall be responsible for their own collection system and trunk lines, and each agrees to indemnify and hold the others harmless for loss, damage or claims of any kind arising from their own acts or neglect relating to the installation or use of these collection system and trunk lines.

~~15~~17. Authorization. The undersigned representative of each City confirms his or her authority to execute this agreement and represents that his or her governing body has authorized this agreement by resolution.

CITY OF LOGAN

ATTEST:

City Recorder

By _____
~~James Bracker~~ _____, Mayor

RIVER HEIGHTS CITY CORPORATION

ATTEST:

City Recorder

By _____
~~Craig Petersen~~~~Holly Daines~~, Mayor

APPROVED AS TO FORM:

Logan City Attorney

RIVER HEIGHTS City Attorney