

# River Heights City

---

## COUNCIL MEETING AGENDA Tuesday, March 7, 2023

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

Pledge of Allegiance and Opening Thought (Milbank)

Adoption of Previous Minutes and Agenda

Reports, Approval of Payments, and Purchase Requisitions (Mayor, Council, Staff)

Public Comment

Ratification of Contract with Eagle Environmental, Inc. for Asbestos Abatement of Old Church

Discuss and Adopt Water Conservation Plan

Discuss Notice to the Prolog Shareholders and Outcome of Recent Shareholder Meeting

Discuss and Decide on Contracting with Cache County for Elections 2023

Review Signal Site Plan for 700 South 100 East

Accept Contract with DWA for Work on the Lower Well

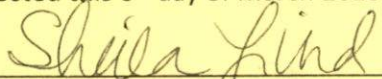
Discuss Master Plan and Divide Among Council for Review

Adjourn

To join the Zoom meeting:

<https://us02web.zoom.us/j/87884606375?pwd=L1hJNUVrUzBFU2tCU2FwdERWOEtSZz09>

Posted this 6<sup>th</sup> day of March 2023

  
\_\_\_\_\_  
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

March 7, 2023

3  
4  
5  
6  
7 Present: Mayor Jason Thompson  
8 Council members: Sharlie Gallup  
9 Tyson Glover  
10 Janet Mathews  
11 Chris Milbank  
12 Blake Wright  
13  
14 Recorder Sheila Lind  
15 Public Works Director Clayton Nelson  
16 Treasurer Michelle Jensen  
17  
18 Others Present: Cindy Schaub, Noel Cooley  
19  
20

21 The following motions were made during the meeting:  
22

### Motion #1

24 Councilmember Milbank moved to “adopt the minutes of the council meeting of February 7,  
25 2023, and the evening’s agenda.” Councilmember Mathews seconded the motion, which passed with  
26 Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.  
27

### Motion #2

29 Councilmember Milbank moved to “pay the preapproved bills of February 21, 2023.”  
30 Councilmember Mathews seconded the motion, which passed with Gallup, Glover, Mathews, Milbank,  
31 and Wright in favor. No one opposed.  
32

### Motion #3

34 Councilmember Wright moved to “approve payments listed for March 7, 2023.” Councilmember  
35 Glover seconded, with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.  
36

### Motion #4

38 Councilmember Wright moved to “approve that the city enter into a contract with Eagle  
39 Environmental for asbestos abatement of the Old Church in the amount of \$89,762.” Councilmember  
40 Milbank seconded the motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor.  
41 No one opposed.  
42  
43  
44

46 Motion #5

47 Councilmember Mathews moved to “adopt the Water Conservation Plan dated July 2022, with the  
48 change of water shares from 40 to 55.” Councilmember Gallup seconded the motion, which carried with  
49 Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

50

51 Motion #6

52 Councilmember Milbank moved to “accept the interlocal agreement between Cache County and  
53 River Heights City for the administration of the 2023 municipal elections.” Councilmember Wright  
54 seconded, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

55

56

57

Proceedings of the Meeting:

58

59 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the  
60 River Heights City Building on Tuesday, March 7, 2023, for their regular council meeting.

61 Pledge of Allegiance and Opening Thought: Councilmember Milbank gave opening comments.

62 Adoption of Previous Minutes and Agenda: Minutes for the February 7, 2023, meeting were  
63 reviewed.

64 Councilmember Milbank moved to “adopt the minutes of the council meeting of February 7,  
65 2023, and the evening’s agenda.” Councilmember Mathews seconded the motion, which passed with  
66 Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

67 Reports and Approval of Payments (Mayor, Council, Staff):

68 Treasurer Jensen

- 69 • She presented the list of February 21, 2023 bills that were previously approved by the council  
70 through email, following the past meeting being canceled due to the snow.

71 Councilmember Milbank moved to “pay the preapproved bills of February 21, 2023.”

72 Councilmember Mathews seconded the motion, which passed with Gallup, Glover, Mathews,  
73 Milbank, and Wright in favor. No one opposed.

- 74 • The evening’s list of bills was presented. Councilmember Milbank asked if they were still  
75 withholding payment from Senske. The mayor answered, “Yes.” He would give a report later.

76 Councilmember Wright moved to “approve payments listed for March 7, 2023.”

77 Councilmember Glover seconded, with Gallup, Glover, Mathews, Milbank, and Wright in favor.  
78 No one opposed.

79 Mayor Thompson

- 80 • He discussed the Countywide Planning services bill, which was based on population. The bill was  
81 broken down into \$1,608 for GIS and countywide planning, \$928.80 for trails, and \$350 for  
82 additional GIS tools, for a total of \$2,886.80. Last year when the county staff presented it to the  
83 council, he wasn’t confident the trails funding would be worth the money for River Heights and  
84 wasn’t aware that anyone from their office had met with anyone from River Heights. He knew  
85 there were trails in other areas of the county, which our residents had access to. If the trails fee  
86 wasn’t included, the total would be \$1,958.

87 Councilmember Mathews agreed with him. Councilmember Milbank was in favor of  
88 paying the trail fee because he uses them all over the valley. Councilmember Wright said years  
89 ago River Heights didn’t pay the countywide planner portion of the bill because they didn’t see  
90 any benefit for River Heights. He would like to understand what the city would get for their  
91 money for the planner and trails.

PWD Nelson said it was his understanding that the county planner was there as a resource for the city, as needed, which is how they work the GIS department. He felt it was based on the city's need and the city reaching out. Mayor Thompson agreed that was probably the case and said they would have further discussion at their next meeting.

- COG had approved funding for the 700 South 100 East traffic lights. River Heights was NOT being asked to contribute to the funding of the project.
- Phase 2 of the city's agreement with Environmental Health Services for asbestos abatement has been finished. They will see the city all the way through to permits from the state. He wanted the council to be aware and asked if anyone had questions. He said the company had been able to shave off about \$75,000 on the asbestos abatement bid. They advise, do contracts, inspections, etc. He explained what was basically included in the three phases. There was no objection so the mayor said they would move forward. Phase 3 was scheduled to be finished up in April.
- On June 15, 2022 the council discussed the purchase of a new lawn mower as an addition to the capital projects list. He asked PWD Nelson to start looking for one.
- They are still working on the contract with the trash hauler.
- He reported that he'd called Senske four times and was getting the run around. He may need to send a letter to them about why they are not being paid for the poor Christmas Tree lighting they did this past year.

Recorder Lind

- She reminded them that newsletter contributions needed to be turned in to her by March 15.

Councilmember Wright didn't have anything to report.

Councilmember Gallup

- She took the library board on a tour of the Old School. They were interested in a map of the building, which included load bearing walls. PWD Nelson will check with the school district to see if they have one.
- She has been receiving notification that the Flood Plain Ordinance needs to be updated. FEMA had sent a sample ordinance that she planned to pass on to the Planning Commission. She noted that River Heights already had an ordinance. Councilmember Wright informed that it was put together about 15 years ago and offered to take the new changes to the Planning Commission.
- For the Arbor Day celebration this year they are planning to plant a new Christmas tree in the park at the end of April.
- She brought up what the city's plans were to help with potential flooding this week. She had talked with PWD Nelson about it. Mayor Thompson planned to get information to Recorder Lind that she would send out through social media, explaining what was available to our citizens.

Councilmember Glover

- Engineer Rasmussen had a few minor changes to the 400 South sidewalk plans, which will go out to bid in a couple weeks.

Councilmember Mathews

- In regard to the lower well, some of the new property lines on the plan extend into Boyd Humpherys property 9.5 feet and possibly a little on the front. He needs 5.1 acres to keep his property in greenbelt. Engineer Dursteler suggested giving back 9.5 feet on the east side of the well because the city wouldn't need it. PWD Nelson said the new well footprint would be smaller, and the fence will be removed. Ms. Mathews asked to add back the portions the city won't be using. Mayor Thompson agreed that Mr. Humpherys had been more than gracious to work with and wanted to make things right for him.

137 • She said some citizens had asked if the city would consider offering a tour of the Old Church  
138 before it gets torn down. Mayor Thompson wanted to know it was safe before he decided. It  
139 was brought up that there would be citizens who would like portions of the building to keep. The  
140 mayor said they would discuss this at a future meeting.

141 Councilmember Milbank

142 • He filled out and filed for the RAPZ grant this year. He asked for \$150,000 for further  
143 improvements to the Stewart Hill Park.

144 Public Works Director Nelson

145 • Today he cleared out an area in the Stewart Hill Park area for sand. He is on the waiting list for  
146 some. He will have sandbags available for residents to fill themselves. The mayor said the city  
147 would keep the website updated for citizens to be informed.

148 • Councilmember Mathews said a concerned citizen asked her if any of the fire hydrants are  
149 covered by snow. PWD Nelson said they uncovered them once and they need to do it again.  
150 Some residents are good at keeping them uncovered.

151 Public Comment: Noel Cooley asked for clarification on the sandbags. He reminded that last time  
152 there was flooding they picked them up in Providence. PWD Nelson said Providence doesn't have sand  
153 right now either. He will give details once he knows them.

154 Ratification of Contract with Eagle Environmental, Inc. for Asbestos Abatement of Old Church:  
155 Mayor Thompson said Attorney Jenkins wanted to see 'liquidation of damages' addressed in case they  
156 were late getting the job done so that was added to the contract.

157 **Councilmember Wright moved to "approve that the city enter into a contract with Eagle  
158 Environmental for asbestos abatement of the Old Church in the amount of \$89,762." Councilmember  
159 Milbank seconded the motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in  
160 favor. No one opposed.**

161 Discuss and Adopt Water Conservation Plan: Councilmember Milbank pointed out the city owns  
162 55 irrigation shares, rather than 40 as noted in 2.1 of the Plan. PWD Nelson agreed to make that change.  
163 Councilmember Glover had a question on 4.2: System Water Loss Control. The Plan noted there was  
164 about 20% of water not accounted for. He asked if that was high or low compared to other years. PWD  
165 Nelson said it depended on the year and how soon a water leak surfaced. In areas with rocky soil, it takes  
166 a long time for the water to surface. He said 20% was the average.

167 **Councilmember Mathews moved to "adopt the Water Conservation Plan dated July 2022, with  
168 the change of water shares from 40 to 55." Councilmember Gallup seconded the motion, which carried  
169 with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

170 Discuss Notice to the Prolog Shareholders and Outcome of Recent Shareholder Meeting: The  
171 mayor thanked Councilmember Milbank for all his efforts with the irrigation company. Mr. Milbank gave  
172 a review of the recent meeting which had about 80 attendees. A couple of people stepped up to be on  
173 the board. Isaac Halling will be the president and Justin Roberts will serve as vice president. Mr. Milbank  
174 will be on the ad hoc committee to guide the new members. He discussed the extra water the company  
175 has and would like to designate it for a specific use. He suggested it would be nice to recoup money for it  
176 to use as revenue in the company. He asked if River Heights City really needed the 55 shares they had.  
177 They could be converted into groundwater. He asked that they think about it. The rule is that once the  
178 city has the shares, they can't sell or give them away.

179 Mayor Thompson asked how much it would cost to convert to a pressurized system.  
180 Commissioner Milbank said when he checked in 1995 it was one million dollars. PWD Nelson said he had  
181 looked up information about it and found that for 200 meters it would cost four million dollars, which

would only cover meters. More discussion was had. PWD Nelson would also serve on the ad hoc committee.

Councilmember Milbank said spring clean-up is coming up for the ditches. He would add the information about it to the city newsletter.

Discuss and Decide on Contracting with Cache County for Elections 2023: Mayor Thompson reviewed the costs for the county to run the city's municipal election at a cost of \$2.30/registered voter, which came to a total of \$5,204 if the city had a primary and general election and if all registered voters voted. If there was no primary the cost would be cut in half. It was pointed out that the final invoice would be based on actual voter turnout.

**Councilmember Milbank moved to "accept the interlocal agreement between Cache County and River Heights City for the administration of the 2023 municipal elections." Councilmember Wright seconded, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

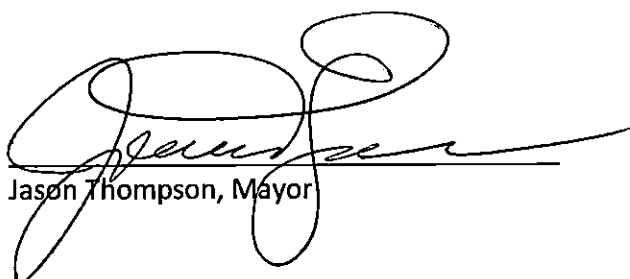
Review Signal Site Plan for 700 South 100 East: Councilmember Glover reviewed the site plan. The light will be a great benefit to River Heights. Initially River Heights was going to need to participate in cost. COG funding came through and during some conversations he was involved in with Logan, he helped the cost participation for River Heights go away. Logan will pay for it, with the understanding that River Heights owns an easement where one of the traffic lights will be installed. The agreement states that River Heights will never make Logan pay to relocate it in the future. As soon as River Heights signs the agreement it will go out to bid.

Accept Contract with DWA for Work on the Lower Well: Mayor Thompson informed that they would postpone this since the city attorney was out of town and hadn't had time to review and give his recommendation.

Discuss Master Plan and Divide Among Council for Review: Mayor Thompson was ready to get back to the General Plan. The Commission put a lot of work into the Plan in 2021. He wanted to divide the document into sections for each council member to review. He asked that they be responsible to read through it and bring back any thoughts or recommendation to the council. He asked for feedback on the idea. Councilmember Wright said he would take Land Use. Councilmember Glover would review Transportation, Councilmember Milbank would review Affordable Housing, Councilmember Mathews took on Water and Sewer, Councilmember Gallup would review the appendices, and Mayor Thompson took the Introduction section. Recorder Lind was asked to put all the documents and maps in the Drive for the council to access. The mayor said he would like to get through it and vote on the documents before the end of June.

Commissioner Cooley informed that if there were going to be major changes there would need to be another public hearing. Minor changes would be fine. Mayor Thompson said if there were major changes, they would send it back to the Commission for a hearing. Mr. Cooley commented on the secondary irrigation system. The General Plan states the city should investigate this. The state is providing funding for this right now and he felt it would be feasible.

The meeting adjourned at 8:00 p.m.



Jason Thompson, Mayor



Sheila Lind, Recorder

Report Criteria:

Report type: Summary  
Check.Check number = 105544-105556  
Check.Type = {<>} "Adjustment"  
Check.Check issue date = 02/21/2023

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
02/23	02/21/2023	105544	995	Ask AllTech LLC	51-2000	72.96
02/23	02/21/2023	105545	85	Daines and Jenkins, LLP	10-2000	2,744.50
02/23	02/21/2023	105546	246	Dominion Energy	10-2000	4,755.54
02/23	02/21/2023	105547	634	Forsgren Associates, Inc.	51-2000	5,415.00
02/23	02/21/2023	105548	633	Freedom Mailing Services	10-2000	327.38
02/23	02/21/2023	105549	143	Intermountain Traffic Safety	10-2000	2,529.99
02/23	02/21/2023	105550	635	Interstate All Battery Center	10-2000	496.15
02/23	02/21/2023	105551	625	Lacal Equipment, Inc.	10-2000	427.82
02/23	02/21/2023	105552	188	Logan City	51-2000	153.86
02/23	02/21/2023	105553	217	National Equipment Services	10-2000	1,455.44
02/23	02/21/2023	105554	133	Thomas Petroleum. LLC	10-2000	286.90
02/23	02/21/2023	105555	844	Wasatch Document Solutions, Inc.	10-2000	30.59
02/23	02/21/2023	105556	364	Xerox Corporation	10-2000	150.50
Grand Totals:						<u>18,846.63</u>

Reviewed and approved by:

Mayor: \_\_\_\_\_

Second Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 03/07/2023

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Sewer Department</b>						
<b>5240</b>						
52-40-06	1070	DS Accounting Services	2023-0398	Monthly Acct Services	02/28/2023	249.97
52-40-16	552	Select Health	202303	Health & Dental Marc 2023	03/01/2023	580.85
52-40-16	558	Opticare of Utah	000177349	Vision Monthly Premium Feb 2023	03/01/2023	4.35
52-40-20	66	Caselle	123200	Monthly Support Charges	03/01/2023	94.65
52-40-25	623	Wonderware, Inc. dba Core busin	INV-17852	CC Processing 2022	02/28/2023	36.93
52-40-26	633	Freedom Mailing Services	44862	Utility Bill Processing	03/03/2023	65.48
52-40-50	104	Ellis Equipment	464062	Skid Steer Repair	02/27/2023	33.35
52-40-50	133	Thomas Petroleum. LLC	M025811	Sewer Gas, Oil, Vehicle Repair	02/28/2023	73.73
52-40-50	133	Thomas Petroleum. LLC	M025943	Sewer Gas, Oil, Vehicle Repair	03/06/2023	80.93
52-40-55	338	Utah Local Governments Trust	1603690	Sewer Ins. Liability & Other	01/10/2023	79.16
52-40-55	338	Utah Local Governments Trust	1604165	Sewer Ins. Liability & Other	02/10/2023	71.50
52-40-55	338	Utah Local Governments Trust	1604621	Sewer Ins. Liability & Other	03/07/2023	79.16
52-40-65	193	Lowe's	202303	split-credit machine	02/25/2023	152.22
52-40-78	863	Verizon Wireless	2023_01	Split	02/23/2023	68.82
52-40-79	80	Comcast	202303	Internet - Sewer	02/26/2023	28.77
52-40-80	76	City Of Logan	202303-02901	Sewer Pretreatment	02/22/2023	20,822.39

Total 5240:

22,522.26

## Water Department

<b>5140</b>						
51-40-06	1070	DS Accounting Services	2023-0398	Monthly Acct Services	02/28/2023	249.98
51-40-16	552	Select Health	202303	Health & Dental March 2023	03/01/2023	1,101.82
51-40-16	558	Opticare of Utah	000177349	Vision Monthly Premium Feb 2023	03/01/2023	9.12
51-40-20	66	Caselle	123200	Monthly Support Charges	03/01/2023	94.66
51-40-25	623	Wonderware, Inc. dba Core busin	INV-17852	CC Processing 2022	02/28/2023	36.93
51-40-26	633	Freedom Mailing Services	44862	Utility Bill Processing	03/03/2023	65.48
51-40-41	27	Bear River Health Department	202303	Coliform test 230534, 230535	03/01/2023	50.00
51-40-50	104	Ellis Equipment	464062	Skid Steer Repair	02/27/2023	33.35
51-40-50	133	Thomas Petroleum. LLC	M025811	Water Gas, Oil, Vehicle Repair	02/28/2023	73.73
51-40-50	133	Thomas Petroleum. LLC	M025943	Water Gas, Oil, Vehicle Repair	03/06/2023	80.93
51-40-51	188	Logan City	202303-00399	Account 003992-001 51-40-51	02/22/2023	35.86
51-40-51	188	Logan City	202303-00399	Account 003993-001 51-40-51	02/22/2023	30.77
51-40-51	188	Logan City	202303-00399	Account 003994-001 51-40-51	02/22/2023	40.95
51-40-51	188	Logan City	202303-00399	Account 003995-001 51-40-51	02/22/2023	32.47
51-40-51	188	Logan City	202303-00399	Account 003996-001 51-40-51	02/22/2023	35.86
51-40-51	188	Logan City	202303-00399	Account 003997-001 51-40-51	02/22/2023	34.16
51-40-51	188	Logan City	202303-02097	Account 020975-001 51-40-51	02/22/2023	11.97
51-40-51	188	Logan City	202303-02192	Account 021927-001 51-40-51	02/22/2023	42.64
51-40-55	338	Utah Local Governments Trust	1603690	Water Ins. Liability & Other	01/10/2023	75.20
51-40-55	338	Utah Local Governments Trust	1604165	Water Ins. Liability & Other	02/10/2023	67.92
51-40-55	338	Utah Local Governments Trust	1604621	Water Ins. Liability & Other	03/07/2023	75.20
51-40-65	193	Lowe's	202303	split-credit machine	02/25/2023	152.21
51-40-78	863	Verizon Wireless	2023_01	Split	02/23/2023	68.81
51-40-79	80	Comcast	202303	Internet - Water	02/26/2023	28.76

Total 5140:

2,528.78

## Administration

<b>1041</b>						
10-41-06	1070	DS Accounting Services	2023-0398	Monthly Acct Services	02/28/2023	250.05



GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-41-16	552	Select Health	202303	Health & Dental March 2023	03/01/2023	903.69
10-41-16	558	Opticare of Utah	000177349	Vision Monthly Premium Feb 2023	03/01/2023	6.51
10-41-50	104	Ellis Equipment	464062	Skid Steer Repair	02/27/2023	33.34
10-41-55	338	Utah Local Governments Trust	1603690	Admin	01/10/2023	12.65
10-41-55	338	Utah Local Governments Trust	1604165	Admin	02/10/2023	11.44
10-41-55	338	Utah Local Governments Trust	1604621	Admin	03/07/2023	12.65
10-41-65	193	Lowe's	202303	split-credit machine	02/25/2023	152.26
10-41-80	623	Wonderware, Inc. dba Core busin	INV-17852	CC Proccesing 2022	02/28/2023	36.94
Total 1041:						1,419.53
<b>Office Expenses</b>						
<b>1044</b>						
10-44-10	270	Sam's Club	202303	Copy Paper	02/17/2023	60.59
10-44-10	633	Freedom Mailing Services	44862	Utility Bill Processing	03/03/2023	65.46
10-44-35	66	Caselle	123200	Monthly Support Charges	03/01/2023	94.69
10-44-55	633	Freedom Mailing Services	44862	Utility Bill Processing	03/03/2023	65.48
10-44-78	863	Verizon Wireless	2023_01	Split	02/23/2023	68.81
10-44-79	80	Comcast	202303	Internet - Office	02/26/2023	28.77
10-44-80	1092	Josh Kirk	2648	Yearly Web Design	03/01/2023	360.00
Total 1044:						743.80
<b>Public Safety</b>						
<b>1054</b>						
10-54-40	76	City Of Logan	202303-02901	911 Communication 10-54-40	02/22/2023	2,040.00
Total 1054:						2,040.00
<b>Capital Projects</b>						
<b>4060</b>						
40-60-84	321	Total Tree Care	5240	Lower Well Capital Project - Remo	03/03/2023	4,880.00
Total 4060:						4,880.00
<b>Roads</b>						
<b>1060</b>						
10-60-16	552	Select Health	202303	Health & Dental March 2023	03/01/2023	720.64
10-60-16	558	Opticare of Utah	000177349	Vision Monthly Premium Feb 2023	03/01/2023	6.13
10-60-41	1048	CRS Consulting Engineers Incorp	33217	UDOT TPA Grant	02/28/2023	2,000.00
10-60-50	133	Thomas Petroleum. LLC	M025811	Roads Gas, Oil, Vehicle Repair	02/28/2023	73.73
10-60-50	133	Thomas Petroleum. LLC	M025943	Roads Gas, Oil, Vehicle Repair	03/06/2023	80.93
10-60-56	338	Utah Local Governments Trust	1603690	Roads	01/10/2023	59.37
10-60-56	338	Utah Local Governments Trust	1604165	Roads	02/10/2023	53.62
10-60-56	338	Utah Local Governments Trust	1604621	Roads	03/07/2023	59.37
Total 1060:						3,053.79
<b>Parks &amp; Recreation</b>						
<b>1070</b>						
10-70-16	552	Select Health	202303	Health & Dental March 2023	03/01/2023	820.49
10-70-16	558	Opticare of Utah	000177349	Vision Monthly Premium Feb 2023	03/01/2023	6.81
10-70-56	338	Utah Local Governments Trust	1603690	Parks & Rec	01/10/2023	19.45
10-70-56	338	Utah Local Governments Trust	1604165	Parks & Rec	02/10/2023	17.56
10-70-56	338	Utah Local Governments Trust	1604621	Parks & Rec	03/07/2023	19.45
10-70-80	133	Thomas Petroleum. LLC	M025811	Parks Gas, Oil, Vehicle Repair	02/28/2023	73.71
10-70-80	133	Thomas Petroleum. LLC	M025943	Parks Gas, Oil, Vehicle Repair	03/06/2023	80.91

Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 1070:						1,038.38
<b>Other Expenses</b>						
<b>1090</b>						
10-90-10	76	City Of Logan	202303-02901	Green Waste, Waste, Recycle 10-	02/22/2023	15,195.76
10-90-10	633	Freedom Mailing Services	44862	Utility Bill Processing	03/03/2023	65.48
Total 1090:						15,261.24
Grand Totals:						53,487.78

Mayor: \_\_\_\_\_

Second Signayure : \_\_\_\_\_

Dated: \_\_\_\_\_

**Report Criteria:**

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 03/07/2023

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR ASBESTOS ABATEMENT

River Heights City ("Owner") and Eagle Environmental Inc. ("Contractor") enter into this Agreement Between Owner and Contractor for Asbestos Abatement ("Agreement") and agree as follows:

## 1. Property/Project

Property Address ("Project Site"): 443 South 500 East River Heights Utah 84321

Project Type: Old Church

Project Name ("Project"): River Heights City Old Church Demolition

2. **Scope of Work.** Contractor will furnish all labor, materials, tools, and equipment necessary to complete the Work in accordance with the Contract Documents. The Work is all labor, materials, tools, equipment, construction, and services required by the Contract Documents (the "Work"). EHS, Inc. will provide direct oversight through visual inspections, air clearances and a final work review to ensure the abatement scope of work is completed to the outlined, contracted specifications. Reference the RHC Old Church bid package Scope of Work summary and project specifications sections as reference.

3. **Contract Documents.** Contract Documents consist of

- a. This Agreement;
- b. Supplementary Conditions for Agreement Between Owner and Contractor for Asbestos Abatement;
- c. The Specifications (Division 01);
- d. Drawings entitled "Old Church – River Heights Ut 84321 and dated Jan 06, 2016.
- e. Addendum No. with date(s) N/A
  - g. All written Field Changes, written Construction Change Directives and written Change Orders when prepared and signed by Owner and Contractor.

4. **Compensation.** Owner will pay Contractor for performance of Contractor's obligations under the Contract Documents the sum of Eighty Nine Thousand Seven Hundred Sixty Two Dollars (\$ 89,762.00) (the "Contract Sum"). This Contract Sum includes all labor, materials, equipment, tools, costs, expenses, work and services of Contractor and its subcontractors necessary to perform the Work in accordance with the terms of this Agreement, including without limitation travel, communications, and copying costs.

5. **Payment.**

- a. If the Contract Sum is over \$100,000 or if otherwise requested by Owner, Contractor will submit to Owner a schedule of values which allocates the Contractor's Bid Proposal Amount to various portions of the Work. This schedule, when accepted by Owner will be used as a basis for reviewing Contractor's payment requests.
- b. Not more than once each month, Contractor will submit a payment request to Owner. Owner will pay Contractor for work completed within thirty (30) days after Owner receives:
  - (1) Contractor's payment request for work to date; N/A
  - (2) a certification by Contractor that Contractor has paid for all labor, materials, and equipment relating to the Work covered by prior payment requests and that Contractor will pay for all labor, materials, and equipment relating to the Work covered by the current payment request; and
  - (3) releases of all mechanics' liens and claims of subcontractors, laborers, or material suppliers who supplied labor and/or materials for the Work covered by the payment request.
- c. Owner may modify or reject the payment request if, in Owner's opinion, the Work for which payment is requested is not acceptable or is less complete than represented on the payment request.
- d. Contractor (if applicable) will timely pay subcontractors their portion of fees and expenses that Owner has paid to Contractor.

6. **Extras and Change Orders.** Owner may order changes in the Work by altering, adding to, or deducting from the Work. In the event of such a change, the Contract Sum and/or the time of completion will be adjusted to reflect

the change by means of a written Change Order signed by Contractor and Owner. Contractor will not commence work on any change until either: (a) Contractor and Owner have executed a Change Order, or (b) Owner has issued a written order for the change acknowledging that there is a dispute regarding the compensation adjustment relating to the change. If Contractor proceeds with a change in the Work without complying with the preceding sentence, Contractor agrees that it will not be entitled to any additional compensation for such change.

7. **Warranty and Correction of Work.** For all Work, services, labor, materials, products, and equipment provided under the Contract Documents, Contractor provides and extends to Owner all statutory, common law, and standard industry warranties as well as those warranties set forth in Owner's Contract Documents. Unless a longer period is specified by Owner's Contract Documents or otherwise, Contractor, at a minimum and in addition to all other warranties, warrants all Work under the Contract Documents for at least one year. Specifically, and without limitation, Contractor will promptly correct at its own expense:
  - a. any portion of the Work which
    - (1) fails to conform to the requirements of the Contract Documents, or
    - (2) is rejected by the Owner as defective or because it is damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
  - b. any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of completion of the Work or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents.
8. **Time of Completion.** Contractor will complete the Work and have it ready for Owner's inspection within (35) calendar days (no later than April 15<sup>th</sup>, 2023) from Notice to Proceed issued by Owner. Liquidated damages will apply to Contractor June 1, 2023 at the rate of \$300.00 dollars per day thereafter. Time is of the essence. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Owner, or by changes in the Work, or by strikes, lockouts, unusual delay in transportation, unavoidable casualties, or acts of nature beyond Contractor's control, then the time for completion will be extended by the time that completion of the Work is delayed. However, Contractor expressly waives any damages for any such delays.
9. **Permits, Surveys, and Taxes.** Contractor will obtain and pay for all permits and licenses, and also pay any applicable taxes. Contractor will also obtain and pay for any surveys it needs to perform the Work.
10. **Independent Contractor Relationship.** The parties expressly agree that Contractor is not an agent or employee of Owner but is an independent contractor solely responsible for all expenses relating to Contractor's business.
11. **Comply with Laws.** Contractor will comply, and ensure that all subcontractors comply, with all applicable laws, ordinances, rules, regulations, covenants, and restrictions.
12. **Indemnity and Hold Harmless.**
  - a. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, liens, damages, liability, demands, costs, judgments, awards, settlements, causes of action, losses and expenses (collectively "Claims" or "Claim"), including but not limited to attorney fees, consultant fees, expert fees, copy costs, and other expenses, arising out of or resulting from performance of or failure to perform the Work, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Owner from all losses or injury to Owner's property, except to the extent that such loss or injury arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to completion of the Work. In the event that any Claim is caused in part by a party indemnified hereunder, that party will bear the cost of such Claim to the extent it was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all

of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. The contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party.

- b. In addition to the foregoing, Contractor will be liable to defend Owner in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Owners property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate county and/or local jurisdiction and provide Owner with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Owner in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.
  - c. In addition to the foregoing, Contractor will indemnify and hold Owner harmless from any claim of any other contractor resulting from the performance, nonperformance, or delay in performance of the Work by Contractor.
  - d. The indemnification obligation herein will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts.
13. **Safety Hazards.** Contractor will ensure that no work or services will be performed that may pose an undue safety hazard to Contractor, Contractor's employees, or any other person.
14. **Contractor's Insurance.** Prior to performing any work, Contractor will obtain and maintain during the term of this Agreement the following insurance:
- a. Workers Compensation Insurance or evidence of exemption.
  - b. Employers' Liability Insurance with minimum limits of the greater of \$500,000 E.L. each accident, \$500,000 E. L. disease-each employee, \$500,000 E.L. disease-policy limit or as required by the law of the state in which the Project is located.
  - c. Commercial General Liability Insurance — ISO Form CG 00 01 (12/07) or equivalent Occurrence policy which will provide primary coverage to the additional insureds (the Owner and the Architect) in the event of any Occurrence, Claim, or Suit with:
    - (1) Limits of the greater of Contractor's actual coverage amounts or the following:
      - a) \$2,000,000 General Aggregate;
      - b) \$2,000,000 - Comp/Ops Aggregate;
      - c) \$1,000,000 - Personal and Advertising Liability;
      - d) \$1,000,000 Each Occurrence; and
      - e) \$50,000 Fire Damage to Rented Premises (Each Occurrence)
    - (2) Endorsements attached to the General Liability policy including the following or their equivalent:
      - (a) ISO Form CG-25-03 (05/09), Amendment of Limits of Insurance (Designated Project or Premises) describing the Agreement and specifying limits as shown above.
      - (b) ISO Form CG 20 10 (07/04), Additional Insured — Owners, Lessees, Or Contractors (Form B), naming Owner and Architect as additional insureds.  
Contractor's General Liability Insurance will not have an asbestos exclusion clause. As an alternative to the deletion of the asbestos exclusion in the Commercial General Liability Insurance, the Contractor may obtain an Environmental/Pollution Liability policy with coverage for the asbestos abatement project under this Agreement. In such event, the Environmental Pollution policy shall cover the asbestos abatement exposure with coverage amounts of the greater of (1) Contractor's actual coverage amount or (2) \$1,000,00.00 per incident and \$1,000,000.00 in the aggregate. Owner and Architect will also be added as additional insureds on the Environmental Pollution Liability policy.
  - d. Automobile Liability Insurance, with:
    - (1) Combined Single Limit each accident in the amount of no less than \$500,000; and
    - (2) Coverage applying to "Any Auto" or its equivalent.

Contractor will provide evidence of these insurance coverages to Owner by providing an ACORD 25 (2010/05) Form or its equivalent: (1) listing Owner as the Certificate Holder and Additional Insured on the general liability and any excess liability policies, (2) listing the insurance companies providing coverage (all

companies listed must be rated in A.M. Best Company Key Rating Guide-Property-Casualty and each company must have a rating of B+ Class VII or higher), (3) attaching the endorsements set forth above for the Certificate of Liability Insurance, and (4) bearing the name, address and telephone number of the producer and signed by an authorized representative of the producer. (The signature may be original, stamped, or electronic.) Notwithstanding the foregoing, Owner may, in writing and at its sole discretion, modify these insurance requirements.

15. **Resolution of Disputes.** In the event there is any dispute arising under the Contract Documents which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to EHS, Inc., who will convene a dispute resolution conference within thirty (30) days. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference or be time barred. Submission of the dispute to the EHS, Inc. as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the EHS, Inc. the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorney fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses. Pending final resolution of a dispute hereunder, Contractor will proceed diligently with the performance of its obligations pursuant to this Agreement.
16. **Termination by Contractor.** In the event Owner materially breaches any term of the Contract Documents, Contractor will promptly give Written Notice of the breach to Owner. If Owner fails to cure the breach within ten (10) days of the Written Notice, Contractor may terminate this Agreement by giving Written Notice to Owner and recover from Owner the percentage of the Contract Sum represented by the Work completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation or damages as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
17. **Termination by Owner for Cause.** Should Contractor fail to timely provide Owner with the certificates of insurance, make a general assignment for the benefit of its creditors, fail to apply enough properly skilled workmen or specified materials to properly prosecute the Work in accordance with Contractor's schedule, or otherwise materially breach any provision of the Contract Documents, then Owner may, without any prejudice to any other right or remedy, give Contractor Written Notice thereof. If Contractor fails to cure its default within ten (10) days, Owner may terminate this Agreement by giving Written Notice to Contractor. In such case, Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor and/or take possession of the premises and all materials, tools, equipment, and appliances thereon, and finish the Work by whatever method Owner deems expedient. Contractor will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, including compensation for additional administrative, architectural, consultant, and legal services (including without limitation attorney's fees, expert fees, copy costs, and other expenses), such excess will be paid to Contractor, less any offsets. If such expense exceeds the unpaid balance, Contractor will pay the difference to Owner. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.
18. **Termination by Owner for Convenience.** Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in absolute discretion, terminate this Agreement at any time.

In the event of such termination, Contractor will be entitled to recover from Owner the percentage of the Contract Sum equal to the percentage of the Work which Owner and/or its architect determines has been completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. The contractor will not be entitled to unearned profits or any other compensation as a result of the termination and hereby waives any claim therefore. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor. Without limitation, Contractor's indemnities, and obligations as well as all warranties relative to Work provided through the date of termination survive a termination hereunder.

19. **Owner Provided Items.** The owner may provide furnishings, equipment, and/or other items for the Project. Contractor will install items furnished by Owner and/or receive, store, and protect such items on site until the date Owner accepts the Project
20. **Product Requirements.** Contractor will provide products that comply with Contract Documents, are undamaged, and, unless otherwise indicated, are new and unused at time of installation. Contractor will provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
21. **Work Restrictions.** Contractor will ensure that Contractor, its agents, employees, and subcontractors:
  - a. Do not consume alcohol or illegally use drugs on the Project Site or enter on or perform any Work on the Project Site while under their influence.
  - b. Do not smoke anything on the Project Site. Do not use tobacco in any form on the Project Site.
  - c. Do not perform Work on the Project Site on Sundays except for emergency work.
  - d. Refrain from using profanity or being discourteous or uncivil to others on the Project Site or while performing Work under this Agreement.
  - e. Do not allow pornographic or other indecent materials on the Project Site.
  - f. Do not play obnoxious and/or loud music on the Project Site. Do not play any music within existing facilities.
  - g. Refrain from wearing immodest, offensive, or obnoxious clothing, white on the Project Site.
  - h. Do not bring weapons on the Project Site.
22. **Enforcement.** In the event either party commences legal action to enforce or rescind any term of this Agreement, the prevailing party will be entitled to recover its attorney's fees, costs, and legal expenses, including without limitation all copy costs and expert and consultant fees and expenses, incurred in that action and on all appeals, from the other party.
23. **Ownership of Materials, Products and Intellectual Property Rights.** Owner will retain ownership and intellectual property rights in all plans, designs, drawings, documents, concepts, and materials provided by or on behalf of Owner to Contractor and to all work products of Contractor and its subcontractors for products, services, and Work provided under this Agreement, such products, services, and Work of Contractor and its subcontractors constituting works made for hire. Neither Contractor nor its subcontractors will reuse any portion of such items provided by Owner or work products developed by Contractor or its subcontractors for Owner pursuant to this Agreement or disclose any such items to any third party without the prior written consent of Owner. The owner may withhold its consent in absolute discretion. Contractor shall obtain the written agreement of each of its subcontractors to the terms of this section prior to permitting the subcontractor to perform any services contemplated by this Agreement.
24. **Comply with Intellectual Property Rights of Others.** Contractor represents and warrants that no Work or services (with its means, methods, goods, and services attendant thereto), provided to Owner will infringe or violate any right of any third party and that Owner may use and exploit such Work, means, methods, goods, and services without liability or obligation to any person or entity (specifically and without limitation, such Work, means, methods, goods, and services will not violate rights under any patent, copyright, trademark, or other

intellectual property right or application for the same).

25. **Ownership and Use of Renderings and Photographs.** Renderings, photographs, and/or other images of or representing the services, Work, or any improvement on or relative to the Project Site, whether created before, during, or at completion of construction (and whether created by Owner, Contractor, or Contractor's subcontractors), are the property of the Owner. Contractor hereby transfers and assigns to Owner all ownership and intellectual property rights that Contractor and/or its subcontractors may have in and to all such renderings, photographs, and other images. The Owner reserves all rights including copyrights and other intellectual property rights to such renderings, photographs, and other images. No such renderings, photographs, or other images shall be used or distributed without written consent of the Owner.
26. **Public Statements.** Contractor will not make any statements or provide any information to the media about the Project or Work without the prior written consent of Owner. If Contractor receives any requests for information from media, Contractor will refer such requests to Owner.
27. **Confidentiality.** Contractor shall ensure that Contractor and its subcontractors, and the employees, agents and representatives of Contractor and its subcontractors, maintain in strict confidence, and shall use and disclose only as authorized by Owner all Confidential Information of Owner that Contractor receives in connection with the performance of this Agreement. Notwithstanding the foregoing, Contractor may use and disclose any information to the extent required by an order of any court or governmental authority, but only after it has notified Owner and Owner has had an opportunity to obtain reasonable protection for such information in connection with such disclosure. For purposes of this Agreement, "Confidential Information" means:
- (a) The name or address of any affiliate, customer or contractor of Owner or any information concerning the transactions of any such person with Owner;
  - (b) Any contracts, agreements, business plans, budgets or other financial information, renderings, photographs, and materials provided by Owner, relating to the Work or any improvement on the Project Site to the extent such has not been made available to the public by the Owner,
  - (c) Any other information that is marked or noted as confidential at the time of its disclosure.
28. **No Commercial Use of Transaction or Relationship.**
- a. Without the prior written consent of Owner, which Owner may grant or withhold in its sole discretion, neither Contractor nor Contractor's affiliates, officers, directors, agents, representatives, shareholders, members, Subcontractors, or employees shall make any private commercial use of their relationship to Owner or the Project, including, without limitation:
    - (1) By referring to the Owner or Project verbally or in any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials except as may be necessary for Contractor to perform Contractor's obligations under the terms of this Agreement;
    - (2) By using or allowing the use of any photographs of the Work or Project or any part thereof, or of any service marks, trademarks or trade names or other intellectual property now or which may hereafter be associated with, owned by or licensed by Owner, in connection with any work, service or product; or
    - (3) By contracting with or receiving money or anything of value from any person or commercial entity to facilitate such person or entity obtaining any type of commercial identification, advertising, or visibility in connection with the Owner or Project.
  - b. Notwithstanding the foregoing, Contractor may include a reference to Owner or the Project in a professional résumé or other similar listing of Contractor's references without seeking Owners written consent in each instance, provided that such reference to Owner or the Project is included with at least several other similar references to projects of different owners and is given no more prominence than such other references.
29. **Entire Agreement.** This Agreement contains the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the



Project. This Agreement may be amended only by a writing signed by both parties. This Agreement will not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Contractor.

30. **Assignment** Contractor will not assign any right or obligation hereunder without the prior written consent of the Owner, which consent may be granted or withheld in Owner's absolute discretion.

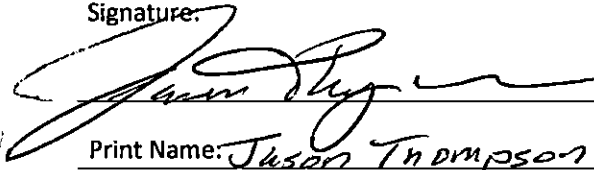
31. **Governing Law.** The parties acknowledge that the Contract Documents have substantial connections to the State of Utah. To the maximum extent permitted by law, (i) the Contact Documents and all matters related to their creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, excluding conflicts of law rules, and (ii) all disputes arising from or related to the Contract Documents will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.

32. **Effective Date.** The effective date of this Agreement is the date indicated by Owner's signature.

OWNER:  
River Heights City

CONTRACTOR:  
Eagle Environmental, Inc.

Signature:



Signature: *B. Aaron Johnson*

Print Name: *Jason Thompson*

Print Name: B. Aaron Johnson

Title: *Mayor*

Title: Estimator/Project Manager

Address: *520 South 500 East  
River Height, Utah 84321*

Address:  
891 W. Robinson Dr.  
North Salt Lake, UT 84054

Telephone No: *435-278-8169*

Telephone No: 801-936-1155

Facsimile No:

Facsimile No: 801-936-1505

Email: *JasonThompson@RiverHeights.org*

Email: aaron@eagleenvironmentalinc.com

Effective Date: *3/1/2023*

Fed. I.D. or SSN: 87-0515262

License No: 10312425-5501

Reviewed By

Date Signed: 2/16/23

---

# Water Conservation Plan



July 2022

Update

**Contents**

**1.0 Introduction.....3**

**1.1 Utah and Water Conservation.....3**

**1.2 Background Information .....3**

**Figure 1-1 Culinary Water Service Area .....4**

**2.0 Existing Water Resources .....5**

**2.1 Existing Water Rights and Sources .....5**

**2.2 Existing Infrastructure .....5**

**2.3 Culinary Water Connections.....5**

**3.0 Current and Future Water Use .....6**

**3.1 Current Water Use.....6**

**Table 3-1 2021 Monthly Water Pumped from all sources .....6**

**Table 3-2 Historical Water Use in AF Categorized by Type of Connection .....7**

**Table 3-3 Water Use Per Capita .....8**

**Table 3-4 Indoor use compared to Outdoor Use .....9**

**3.2 Future Water Requirements.....9**

**Table 3-4 Projected Population and Water Use Per Capita .....9**

**Figure 3-2 Projected Water Supply and Demand.....10**

**4.0 Water Measurement and Billing .....10**

**4.1 Water Measurement Practices.....10**

**4.2 System Water Loss Control.....10**

**4.3 Culinary Water Rate Structure .....11**

**Table 4-1 Culinary Water Rate Structure .....11**

**5.0 Water Conservation Practices .....11**

**5.1 Water Conservation Deficiencies and Goals .....11**

**5.2 Public Education .....12**

**5.3 Water Conservation Ordinances and Standards .....13**

**5.4 Water Pricing .....14**

**5.5 Physical System .....14**

## 1.0 Introduction

### 1.1 Utah and Water Conservation

Information for the River Heights City Water Conservation Plan was gathered and compiled by:

Forsgren Associates Inc. 435-227-0333

Public Works Director Clayton Nelson 435-752-2646

In response to the rapid growth occurring throughout Utah, the state legislature passed a Water Conservation Plan Act (House Bill 71) and revised it in the 2004 legislative session (Section 73-10-32 Utah Code Annotated). In response to those bills, River Heights City is reviewing the existing and future supply and capacity of their community water supply system. This water conservation plan summarizes the cities' approach to encouraging water conservation and ensuring an adequate and uninterrupted water supply to River Heights' citizens through the year 2060 at high quality and at reasonable cost.

The Utah Division of Water Resources (DWRe) currently leads statewide efforts for municipal and industrial water conservation. Utah's previous statewide goal for water conservation was to achieve 25% water conservation from 2000 to 2025. Since significant progress has been made toward that goal, DWRe has identified the need for regional conservation goals based on the various climates, population, and water use practices in different parts of the state. DWRe's draft, Utah's Regional M&I Water Conservation Goals updated the Bear River Region's (including Cache County) conservation goal to 18% from 2015 to 2030, which equates to an average use of 249 gallons per capita per day (gpcd)

### 1.2 Background Information

Located in Cache County, and in the second driest state in the nation, River Heights City's 2021 population was approximately 2,230. Providing water to meet our citizens' needs has always been a top priority of city leaders and planners. A well-maintained and efficiently operated water system provides the citizens of River Heights with water when and where needed.

The incorporated city contains 419 acres. Of this, 350 are residential, 11 in open space, 11 commercial lands, and the rest is irrigated agriculture land. There is county land to the east which could be annexed. Consequently, future growth will be primarily single-family residential units. Residential lot sizes vary from 8000 sq-ft to several acres. There are approximately 75 additional acres that could be annexed into River Heights.

River Heights is presently undergoing a slow increase in growth. Recent improvements to the water system in storage and transmission have enabled the city to adequately meet the increased needs associated with growth in the community.

Figure 1-1 Culinary Water Service Area



## 2.0 Existing Water Resources

### 2.1 Existing Water Rights and Sources

All culinary water comes from three deep wells located within the city limits. Under current water rights (Priority dates Sept. and Oct. 1934, Jan. 1964, and Jan. 1980), River Heights City is entitled to withdraw 8.5 cfs from the three wells (General Plan). The City has been typically withdrawing approximately 180-210 million gallons of water annually from the underlying aquifer. The City has the capability to pump 6.5 cfs (2900 gpm).

The City also owns <sup>55</sup>~~40~~ shares of stock in the Providence Logan Irrigation Company, which is equivalent to about 0.8 cfs. This water has a priority date of 1860. Water provided under these shares historically has been used for irrigation of city-owned parks. The City is presently trying to purchase additional shares. The City understands the importance of the secondary irrigation system as it has been used for over 100 years to sub-irrigate the city by watering its many trees and providing relief to culinary supplies by its secondary use on fields, gardens and lawns.

### 2.2 Existing Infrastructure

The water delivery system consists of a piping distribution network connecting the three wells to the City reservoirs and to each individual consumer. The 500,000 and 1,000,000 gallon reservoirs are located north-east of the city and connected to the distribution system with a 14 inch ductile iron pipeline. There is only one pressure zone within the city, so pressures vary from about 35 psi to about 125 psi. All customers, except a few houses at high elevation have adequate pressure and water supply.

The main pump has a pumping capacity of 2000 gpm. The other two pumps have capacities of 550 gpm and 350 gpm, making a total potential pumping capacity of 2,900 gpm. The only treatment required for the ground water is the addition of chlorine at each well.

The current 1,500,000 gallons of storage is adequate for growth in the community at projected growth rates through the year 2060, if the city continues its current conservation practices. The future potential for high density housing may affect the water supply system making conservation a prudent choice.

### 2.3 Culinary Water Connections

Based on the year 2021 River Heights City had the following culinary water connections: 711 residential, 16 institutional, and 4 commercial.

### 3.0 Current and Future Water Use

#### 3.1 Current Water Use

##### Culinary Water System

In 2021, River Heights City withdrew 206,624,000 gallons of culinary water from the underlying aquifer. Table 3-1 illustrates the gallons of water pumped per month in 2021.

Table 3-1 2021 Monthly Water Pumped from all sources

Month	Thousand Gallons
January	7,343.00
February	6,002.00
March	5,765.00
April	6,816.00
May	21,613.00
June	36,638.00
July	37,157.00
August	31,218.00
September	25,396.00
October	10,990.00
November	8,641.00
December	9,045.00
<b>Total</b>	<b>206,624.00</b>

In 2021, River Heights City's total culinary water use was 468.74 AF (acre feet). Additional water use records for River Heights City's culinary water connections can be found in Table 3-2. The River Heights City water system consists of residential, institutional, and commercial culinary connections. These records are representative of end use data that has been previously submitted to Water Rights.

Table 3-2 Historical Water Use in AF Categorized by Type of Connection

Year	Residential	Institutional	Commercial	Total
2021	417.48	43.55	7.72	468.74
2020	481.01	56.80	10.75	548.56
2019	401.95	24.35	10.21	436.51
2018	467.74	27.74	10.80	506.28
2017	414.91	19.78	8.38	443.07
2016	398.08	25.38	2.54	426.00
2015	368.27	52.17	0.0	420.44
2014	364.35	58.06	0.0	422.41
2013	425.79	8.00	0.0	433.79
2012	468.41	24.93	0.0	493.34
2011	553.61	21.73	0.0	575.34
2010	494.45	21.62	0.0	516.08
2009	345.26	27.10	0.0	372.36
2008	418.31	38.84	0.0	457.15
2007	305.66	38.84	0.0	344.50
2006	304.80	39.07	0.0	343.87
2005	291.52	36.00	0.0	327.52

### Irrigation Water

Within the incorporated area there is a secondary irrigation system (open ditches) in part of the city which provides lower quality water for landscaped areas and gardens. Because it is an open ditch system and not pressurized many residents choose to irrigate lawns and gardens with culinary water. At the current time it is unknown how much secondary water is used for outdoor watering.

### Per Capita Water Use

Table 3-3 and Figure 3-1 represent the calculated gallons per capita per day (gpcd) for River Heights City. The total community culinary water use in 2021 was 188 gpcd, and the average since 2005 has been 212 gpcd.



Table 3-3 Water Use Per Capita

Year	Population	Residential Use (AF)	Non Residential Use (AF)	Total Use (AF)	Total Use (gpd)	Total Community Use Per Capita (gpcd)	Total Residential Use Per Capita (gpcd)
2021	2230	417.48	51.27	468.74	418,464	188	167
2020	2345*	481.01	67.55	548.56	488,777	208	183
2019	2330*	401.95	34.56	436.51	391,022	168	154
2018	2170	467.74	38.54	506.28	449,675	207	192
2017	2130	414.91	28.16	443.07	394,280	185	174
2016	2130	398.08	27.92	426.00	377,988	177	167
2015	2130	368.27	52.17	420.44	374,729	176	154
2014	1852	364.35	58.06	422.41	377,010	203	174
2013	1735	425.79	8.00	433.79	387,111	223	219
2012	1685	468.41	24.93	493.34	439,899	261	247
2011	1670	553.61	21.73	575.34	514,845	308	294
2010	1670	494.45	21.62	516.08	459,450	275	263
2009	1665*	345.26	27.10	372.36	332,368	199	186
2008	1665	418.31	38.84	457.15	407,314	244	224
2007	1577	305.66	38.84	344.50	307,278	195	173
2006	1565	304.80	39.07	343.87	306,952	196	174
2005	1525	291.52	36.00	327.52	292,289	192	171
<b>Average</b>						<b>212</b>	<b>195</b>

\*Possible error in reporting

Figure 3-1 River Heights City Gallons Per Capita Per Day

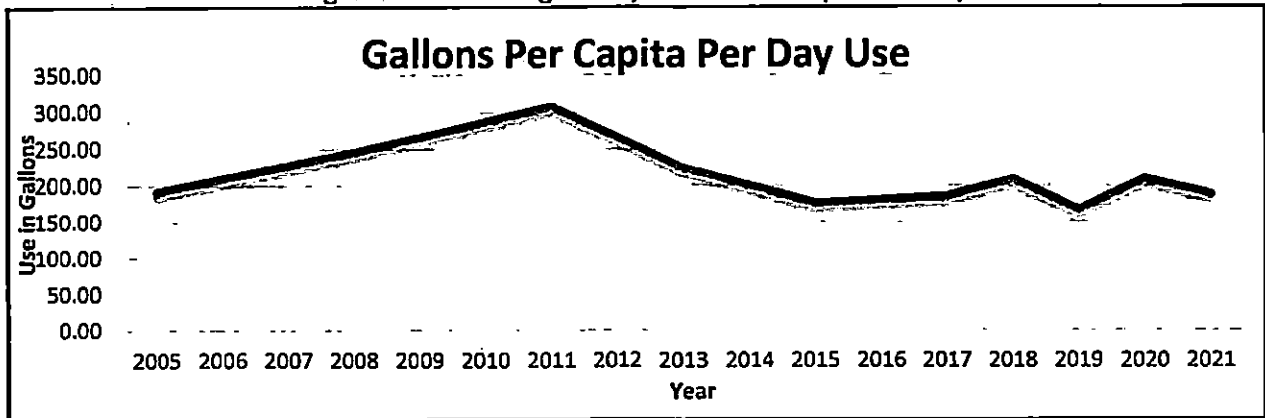


Table 3-4 below shows the average winter months use to the average summer months use in the year 2021. As you can see outdoor watering comprises a major portion of the total water use.

**Table 3-4 Indoor use compared to Outdoor Use**

	Indoor Use (Winter Months)	Outdoor Use (Summer Months)	Difference	Outdoor Use Per Capita Annually
Water Use (thousand gallons)	7,964.00	26,469.00	18,505.00	8.00

### 3.2 Future Water Requirements

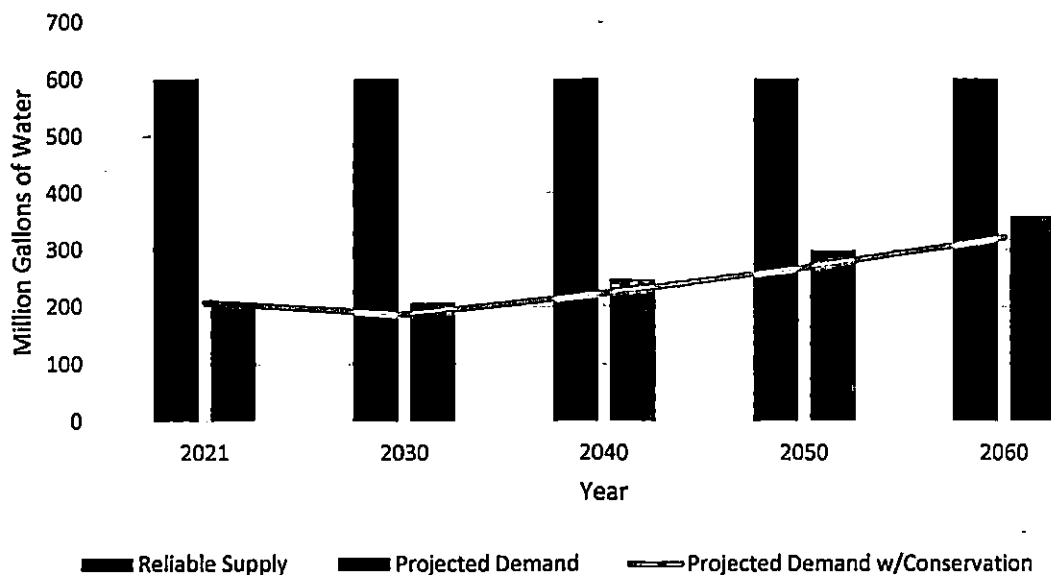
The extent of the City's expected future population growth through the year 2060 is shown below. Many factors influence this projection and the estimates shown may vary substantially from the actual population experienced. Since future growth is difficult to predict, the city has chosen to plan for a higher estimated growth.

**Table 3-4 Projected Population and Water Use Per Capita**

Year	Population	Projected Water Use based on 212 gpcd (Million Gallons)
2021	2,230	206.6
2030	2,676	207.1
2040	3,211	248.5
2050	3,853	298.1
2060	4,624	357.8

As previously mentioned, River Heights City has three sources of water with capacities of 2,000 gpm, 550 gpm, and 350 gpm. This equates to a total, reliable supply (pumps running no longer than 10 hours in a 24 hour period) of over 600 million gallons of water per year. Therefore, River Heights City has a sufficiently reliable supply to meet the projected demand of 357.8 million gallons of water in 2060, as shown in figure 3-2. Note that figure 3-2 also depicts the projected water demand, assuming 10% water conservation (190 gpcd).

Figure 3-2 Projected Water Supply and Demand  
 Future Water Supply and Demand



As previously mentioned, DWRe has established a draft goal of 249 gpcd for Cache County. River Heights City’s recent 10-year average of 212 gpcd is less than the state goal. However, the state goal represents a reduction of 18% system-wide including both indoor and outdoor use. Since River Heights City does not have accurate data for the secondary irrigation (ditch) use, a target goal of 190 gpcd by 2030 will be used (10% water conservation from the average 212 gpcd).

Although River Heights City already has a sufficient water supply to the year 2060, storage capacity could become a concern at some point. At the current time there is no plan in place for a future storage tank but the city will watch growth closely and make plans as necessary.

## 4.0 Water Measurement and Billing

### 4.1 Water Measurement Practices

River Heights City meters 100% of the culinary water connections, and they are read monthly. Approximately 10% of meters are replaced annually. There is a Master Meter at every source and read a minimum of three times a week while the source is in operation.

### 4.2 System Water Loss Control

River Heights City’s water system experiences approximately 20% of unaccounted-for water annually. Potential reasons for unaccounted-for water may include leaks from various infrastructure (pipes, valves, hydrants, etc.) water theft, and water meter inaccuracies. Water leaks rarely surface due to the granular soil conditions throughout much of the city, therefore, the city

has undertaken an aggressive leak detection and repair schedule in which most of the water system is evaluated annually. When a source for water loss is made known, actions are taken to correct the problem as soon as possible.

#### 4.3 Culinary Water Rate Structure

River Heights City's culinary water rate structure is shown in Table 4-1. This rate structure is designed to encourage conservation by raising the price of water after 10,000 gallons used and again after 30,000 gallons used for residential users. River Heights City reads meters monthly and are able to charge our higher water users an overage on a monthly basis.

Table 4-1 Culinary Water Rate Structure

Water Rates			
<b>Single Family Units</b>			
Base Rate	Includes 10,000 gallons		\$29.75
Overage Rates	10,001-30,000 gallons		\$0.75/k
	30,001 + gallons		\$1.00/k
<b>Multi-Family Units</b>			
Base Rate	Includes 10,000 gallons		\$28.00/unit
Overage Rate	Same as single family		
<b>Commercial/2" meter</b>			
Base Rate			\$44.00
Overage Rate	0 + gallons		\$1.00/k

## 5.0 Water Conservation Practices

The water conservation practices described in this section will continue to be implemented within River Heights City.

### 5.1 Water Conservation Deficiencies and Goals

#### Deficiencies

*Citizens lack information and understanding of landscaping water requirements and efficient water-use habits and practices:* Few residents know how much water is required to maintain healthy landscaped areas and how to consistently use water efficiently indoors. Most citizens' irrigation and indoor practices are based on convenience rather than plant needs and water supply considerations.

*River Heights City families have always shown a propensity to plant and care for large areas of grass and other water intensive landscaping.* This irrigation need usually creates a water use

peak in July and August. System improvements to pipelines have allowed the supply system to adequately meet the summertime demands on the system.

*Older, deteriorating, smaller diameter pipes in the distribution system continue to fail, allowing water to leak into the ground. Water leaks rarely surface due to the granular soil conditions throughout much of the City. It is important to continue the leak detection monitoring while replacing old and deteriorating pipes as budgets will allow.*

*Many trees and shrubs in the city are high water users. The city does not have suggested types of trees on an acceptable list.*

### **Goals**

**Goal #1- Maintain a financially viable water system.** The water pricing system should encourage customers to reduce use without creating a revenue shortfall.

**Goal #2- Maintain or improve the appearance of street landscapes, open spaces and yards.** Improved irrigation practices and water efficient landscapes can enhance the beauty of the city.

**Goal #3- Maintain an up to date metering system.** River Heights City will continue to maintain an up to date metering system by replacing ten percent every year after ten years. Having an up to date meter reading system will allow the city to read meters monthly at a low cost to improve conservation through a water rate structure.

## **5.2 Public Education**

The following information on efficient outdoor and indoor water will be made available to the citizens on the River Heights website ([www.riverheights.org](http://www.riverheights.org)).

### **Outside Water Use:**

- Water landscape only as much as required by the type of landscape, and the specific weather patterns of your area, including cutting back on watering times in the spring and fall. We encourage our customers to utilize the weekly lawn watering guide located at ([www.conservewater.utah.gov](http://www.conservewater.utah.gov)).
- Do not water on hot, sunny, and/or windy days. You may actually end up doing more harm than good to your landscape, as well as wasting a significant amount of water.
- Group plants in terms of water need, and zone sprinkler systems accordingly.
- Alter parking strips by allowing more water-wise plantings.
- Sweep sidewalks and driveways instead of using the hose to clean them off.
- Wash cars from a bucket of soapy (biodegradable) water and rinse while parked on or near the grass or landscape so all the water running off goes to beneficial use instead of running down the gutter to waste.
- Check for and repair leaks in all pipes, hoses, faucets, couplings, valves, etc. Verify there are no leaks by turning everything off and checking your water meter to see if it is still running. Some underground leaks may not be visible due to draining off into storm drains, ditches, or traveling outside your property.

- Use mulch around trees and shrubs, as well as in your garden to retain as much moisture as possible. Areas with drip systems will use much less water, particularly during hot, dry and windy conditions.
- Keep your lawn well trimmed and all other landscaped areas free of weeds to reduce overall water needs of your yard.

#### Indoor Water Use:

About two-thirds of the total water used in a household is used in the bathroom. Concentrate on reducing your bathroom use. Following are suggestions for this specific area:

- Do not use toilets as a waste basket. Put all tissues, wrappers, diapers, cigarette butts, etc. in the trash can.
- Check the toilet for leaks. Is the water level too high? Put a few drops of food coloring in the tank. If the bowl water becomes colored without flushing, there is a leak.
- To create a low volume flush toilet, put a plastic bottle full of sand and water to reduce the amount of water used per flush. However, be careful not to over conserve to the point of having to flush twice to make the toilet work. Also, be sure the containers used do not interfere with the flushing mechanism.
- Take short showers with the water turned up only as much as necessary. Turn the shower off while soaping up or shampooing. Install low flow shower heads and/or other flow restriction devices.
- Do not let the water run while shaving or brushing your teeth. Fill the sink or a glass instead.
- When doing laundry, make sure you always wash a full load or adjust the water level appropriately if your machine will do that. Most machines use 40 gallons or more for each load, whether it is two socks or a week's worth of clothes.
- Repair any leak within the household. Even a minor slow drip can waste up to 15 to 20 gallons of water a day.
- Know where the main shutoff valve is and make sure it works. Shutting the water off yourself when a pipe breaks or a leak occurs will not only save water, but also eliminate or minimize damage to your personal property.
- Keep a jar of water in the refrigerator for a cold drink instead of running water from the tap until it gets cold. You are putting several glasses of water down the drain for one cold drink.
- Plug the sink when rinsing vegetables, dishes, or anything else; use only a sink full of water instead of continually running water down the drain.

### 5.3 Water Conservation Ordinances and Standards

There are no ongoing or proposed ordinances at this time.

## **Current Conservation Standards**

To solve the problems identified above and take advantage of the many associated opportunities, specific water conservation measures must be identified and evaluated. River Heights City has already implemented several water conservation measures, along with additional strategies which will effectively solve the City's water problems.

The City's current water conservation program is directed primarily at managing water shortages and providing useful materials to assist residents to use water more efficiently. Current measures include a water conservation contingency plan, water education program for outdoor and indoor water use, and a conservation oriented water rate structure.

### **Water Conservation Contingency Plan**

The City enacted a "Water Conservation Contingency Plan" in April 1994 which was directed primarily at managing water shortages caused by emergency conditions and providing useful material to assist residents to use water more efficiently. It established water use guidelines during drought or other water supply shortages emergencies. The essentials of the plan are as follows:

- Eliminate watering on city property from 10 a.m. to 7 p.m.
- Eliminate watering of city property in cases of severe shortages.
- Notify the public of the water supply situation.
- Establish a voluntary water conservation program by educating the citizens on indoor and outdoor water conservation principles and requesting a reduction in water consumption.
- If the voluntary measures are not sufficient, the city will instigate mandatory public conservation measures. These include:
  1. Eliminate watering of city parks.
  2. Notify all users of the seriousness of the water situation.
  3. Establish outside watering restrictions including watering times and quantities.
  4. Monitor water consumption daily to determine if the conservation program is bringing the needed reduction in water use.
  5. Strictly enforce the policy with fines for non-compliance.

### **5.4 Water Pricing**

River Heights City currently has a tiered rate structure that is evaluated on a regular basis. Notification of high-water use: River Heights City has the ability to send notifications to their high-water users. This is done on a monthly basis along with the utility bill.

### **5.5 Physical System**

River Heights City will continue to implement repair and replacement of water infrastructure and replace 10% of culinary water meters annually.

**NOTICE OF SPECIAL PROVIDENCE LOGAN IRRIGATION COMPANY SHAREHOLDER'S MEETING**  
**Your water rights are at risk; your attention, action and vote are needed !**

To All Shareholders:

February 12, 2023

Notice is hereby given that a Special Meeting of the Shareholders of the Providence Logan Irrigation Company (ProLog) will be held March 2<sup>nd</sup>, 2023, 7:00 pm at the Old River Heights Elementary School 420 South 500 East, River Heights, Utah.

Shareholders are invited to meet with the Board of Directors to help determine the future of Providence Logan Irrigation Company (ProLog). The Board feels it would be irresponsible to continue current company operations and status without stockholder understanding and approval.

**Current Status:**

- 1) Institutional knowledge of the system's operation and maintenance is only known by a handful of individuals. Only one person knows the scheduling and billing program.
- 2) Major Shareholders are not using their water. More than 3/5ths our water shares are not being actively used which may put our rights at risk due to lack of beneficial
- 3) Infrastructure needs constant oversight due to maintenance of old flumes, open ditches and liability of operating in suburban neighborhoods.

**Options to be explained, considered and voted upon:**

- 1) Form an Ad Hoc Committee (AHC), including a lawyer, to evaluate best options for continued functioning: Vote Yes\_\_ or No\_\_

Possibilities may include the following and/or other viable options:

- a. The AHC may try to work out agreements with local municipalities to provide water via culinary pipes in exchange for water rights transferred to them.
  - b. The AHC may investigate selling the water shares outright.
  - c. The AHC may investigate borrowing money to pressurize the system.
- 2) Maintain open flow: Monitor, maintain structures and accounting: Vote Yes\_\_ or No\_\_

Should the Shareholders vote to maintain open flow, the current President, Chris Milbank, will step down. An election will be held to nominate and vote for a new president and board members who are willing to take responsibility for ProLog maintenance, scheduling and billing. Members of the new Board must register their positions with the State Division of Water Resources. The new President must be the Registered Agent representing ProLog.

- 3) Distribute water in 2023 with new Board members and form AHC to investigate future options and: Vote Yes\_\_ or No\_\_



## **Voting:**

Ballots to vote on the above options will be distributed at this meeting. Nominations for new Board members will be asked for and voted upon at this meeting.

**Note:** Stockholder and Shareholder are interchangeable terms.

## **Bylaws regarding Voting:**

**Vote:** Shareholders shall be entitled to one vote for each share and fractional shares shall be entitled to a corresponding fractional vote. Voting may be in person, by proxy appointed by written instrument, or by written ballot (not requiring personal presence). Cumulative voting for Directors is authorized according to law and upon additional procedures as may be adopted by the Board.

### **Procedure and Voting at Meetings:**

The President shall preside at Stockholder Meetings. Voting by Shareholders at the meeting may be open or by secret ballot, as determined by the presiding Officer except as otherwise directed by the Board. Parliamentary procedure as presented in the latest available edition of Robert's Rules of Order shall prevail in the event of questions concerning procedure.

### **Ballots In Lieu of Attendance:**

Regarding Voting by Shareholders in lieu of attending a meeting may be accomplished by written ballot. A written ballot shall set forth the proposed action, provide an opportunity to vote for or against each proposed action, state the time when the ballot must be received by this Corporation to be counted, and be accompanied by information sufficient to permit an informed decision on the matter. A written ballot may not be revoked, unless otherwise provided by the By-Laws. Actions taken by written ballots shall have the same effect as if the person were present at a meeting and the solicitation for written ballot may state that the person may vote in person or by written ballot in lieu of attendance at such meeting, and that such ballot submitted shall not automatically be revoked by attendance but may be timely revoked by attendance accompanied by timely notification to the Secretary. The solicitation for votes by written ballot may indicate the number of responses needed to meet the quorum requirements and the percentage of approvals necessary to approve each matter other than election of directors.

### **Proxy:**

A proxy by a Stockholder shall be in writing and filed with the Secretary at or prior to the beginning of such meeting. An electronic transmission may constitute a proxy provided it is a written statement of the appointment to the proxy, state the number of shares, any limitations on the proxy, and bear the signature (or facsimile thereof) of the Stockholder. The appointment by proxy is valid for eleven (11) months, unless a different period is expressly provided in the proxy appointment. A proxy is revocable by the Stockholder prior to the vote.

Sincerely, ProLog Board of Directors

Please email questions to: [prologwater@gmail.com](mailto:prologwater@gmail.com)

## **INTERLOCAL AGREEMENT BETWEEN CACHE COUNTY AND RIVER HEIGHTS CITY FOR THE ADMINISTRATION OF 2023 MUNICIPAL ELECTIONS**

This interlocal agreement (this "Agreement") is made and entered into by Cache County, a political subdivision of the State of Utah (the "COUNTY"), and River Heights City, a municipality and political subdivision of the State of Utah (the "CITY"), referred to collectively herein as the Parties and each individually herein as a Party.

**WHEREAS**, under the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code (the "Act"), political subdivisions of the State of Utah are authorized to enter into written agreements with one another for joint or cooperative action; and

**WHEREAS**, the Parties are political subdivisions of the State of Utah and desire to work through cooperative action under the Act to benefit the residents of both the COUNTY and the CITY; and

**WHEREAS**, the Parties desire to successfully conduct the 2023 CITY Municipal Primary (August 10) and General (November 2) Elections (collectively the "2023 CITY Municipal Elections"); and

**WHEREAS**, it is to the mutual benefit of the Parties to enter into an agreement providing for their joint efforts to administer the 2023 CITY Municipal Elections.

**NOW, THEREFORE**, the Parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

### **Section 1. EFFECTIVE DATE**

This Agreement will become effective and enter into force within the meaning of the Act upon (a) approval by resolution of the governing body of each respective Party, (b) execution by a duly authorized official of each respective Party, (c) submission to and approval as to form by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filing in the official records of each party.

### **Section 2. DURATION**

The term of this Agreement is from the effective date until the completion of the Parties' responsibilities associated with the 2023 CITY Municipal Elections or until terminated but is no longer than 1 year from the effective date of this Agreement. This Agreement will not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Cache County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement must be filed with the person who keeps the records of each of the respective Parties.

### **Section 3. ADMINISTRATION OF AGREEMENT**

By entering this Agreement, the Parties do not intend to establish a separate legal entity. The Parties agree that, pursuant to Utah Code section 11-13-207, the COUNTY, by and through the Cache County Clerk/Auditor Elections Office, shall act as the administrator of this Agreement. The Parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the Parties. The Parties agree that the Cache County Clerk/Auditor Elections Office will keep all books and records in such form and manner as the COUNTY shall specify and further agree that those books and records will be open for examination by the Parties at all reasonable times. The Parties agree that they will not jointly acquire, hold, or dispose of real or personal property under this Agreement during this joint undertaking. In the performance of obligations under this Agreement, no agent, employee, officer, or elected official of the CITY or the COUNTY is or will be deemed to be an agent, employee, officer, or elected official of the other Party.

In the exercise of their obligations under this Agreement, the Parties shall comply with all applicable federal, state, and local laws governing elections, including the Utah Election Code, Utah Code Ann. § 20A-1-101 *et seq.*

#### **Section 4. PURPOSES**

This Agreement is entered into between the Parties for the purpose of administering the 2023 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections (including rank choice voting when applicable). All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by the Parties.

#### **Section 5. RESPONSIBILITIES**

The Parties agree to fulfill their respective responsibilities set forth in Exhibit A, which is attached hereto and incorporated herein, for the 2023 CITY Municipal Elections. The CITY agrees to pay to the COUNTY the cost of the COUNTY's administration of the 2023 CITY Municipal Elections. A table itemizing various election costs and an estimate of the total anticipated cost for the CITY is contained in Exhibit B, which is attached hereto. The CITY agrees to pay to the COUNTY the actual cost of administering the 2023 CITY Municipal Elections within 30 days of receiving an invoice from the COUNTY.

#### **Section 6. METHOD OF TERMINATION**

This Agreement will automatically terminate at the end of the term set forth in Section 2 of this Agreement. Prior to the automatic termination of the Agreement at the end of the term set forth in Section 2, either Party may terminate the Agreement sixty days after providing written notice of termination to the Party. If the Agreement is terminated prior to the end of the term set forth in Section 2, the CITY will be responsible for any costs incurred through the time of termination and any costs not then incurred but which are contemplated herein and irreversible at the time of termination, such as return mailing costs.

#### **Section 7. INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of negligent or intentional errors or omissions of its own officials or employees made in connection with this Agreement. The Parties agree that their obligations to indemnify are limited to the dollar amounts set forth in the Governmental Immunity Act, Utah Code section 63G-7-604.

### **Section 8. AMENDMENTS**

This Agreement may not be amended, changed, modified, or altered except by an instrument in writing that is (a) approved by resolution of the governing body of each respective Party, (b) executed by a duly authorized official of each respective Party, (c) submitted to and approved by an authorized attorney of each respective Party, as required by Utah Code section 11-13-202.5, and (d) filed in the official records of each party.

### **Section 9. SEVERABILITY**

If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, will not be affected thereby and will be enforced to the extent permitted by law. To the extent permitted by applicable law, the Parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

### **Section 10. NO PRESUMPTION**

If any provision of this Agreement requires judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof are to be more strictly construed against the drafting party by reason of the rule of construction that a document is to be construed more strictly against the person who prepared it, it being acknowledged that each Party has participated in the preparation hereof.

### **Section 11. HEADINGS**

Headings herein are for convenience of reference only and may not be considered any interpretation of the Agreement.

### **Section 12. NOTICES**

All notices, demands, and other communications given by a Party under this Agreement must be in writing and will be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested and postage paid, to the other Party at the address of the CITY Mayor or COUNTY Executive, as applicable, or to such other addresses as may be designated by notice given hereunder.

### **Section 13. ASSIGNMENT**

Neither Party may assign this Agreement or any part of it without prior written consent of the other Party. No assignment shall relieve the original Parties from any liability hereunder.

**Section 14. GOVERNING LAW**

This Agreement will be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the Parties execute this Agreement pursuant to resolutions duly and lawfully passed on the dates listed below:

**CACHE COUNTY**

Authorized by Resolution 2023 - \_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
David N. Zook, County Executive

\_\_\_\_\_  
ATTEST: Jess W. Bradfield  
Cache County Clerk/Auditor

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH:

\_\_\_\_\_  
Taylor Sorenen  
Chief Civil Deputy County Attorney

**CITY**

Authorized by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
ATTEST:  
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF UTAH

\_\_\_\_\_  
Name:  
Attorney for CITY

**Exhibit A**  
**2023 Municipal Elections**  
**Scope of Work for Election Services**

**Revised 13 February 2023**

**Services the City will provide include, but are not limited to:**

- **All administrative functions related to candidate filing;**
- **All administrative functions related to financial disclosure requirements by state code and/or city code;**
- **Publish Public Notices required by law.;**
- **Accept responsibility to keep candidates and the public up to date and informed on all legal requirements governing candidates and campaigns;**
- **Thoroughly examine and proof all election programming done for the City Municipal Elections. Final approval of ballots and programming will rest with the City;**
- **Host on the official City website: a link to or copy of the official reported results as hosted on the County Elections webpage, the location of the county-owned ballot drop boxes, and any other information as required by law;**
- **City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County;**
- **City will canvas the final election results.**
- **City's with a drop box will bring the remaining ballots to the vote processing center after the polls have closed on election day**

**Annexations or other boundary changes impacting the administration of the election need to be submitted to the County by June 1, 2023. Annexation changes submitted after June 1, 2023 will not be incorporated into this election.**

**The City acknowledges that this interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.**

**The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner. The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections.**

**In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.**

**Services the County will perform for the City include, but are not limited to:**

- **Ballot layout and design;**
- **Ballot printing;**
- **Ballot mailings;**
- **Return postage;**
- **Ballot processing;**
- **Printing optical scan ballots;**
- **Program and test voting equipment;**
- **Program electronic voter register;**
- **Poll Worker recruitment, training, and supervision;**
- **Compensate vote center poll workers;**
- **Delivery of supplies and equipment;**
- **Tabulate and report election results on county website;**
- **Provisional ballot verification;**
- **Update voter history database;**
- **Conduct audits (as required);**
- **Conduct recounts (as required);**
- **Election Day administrative support;**
- **Operation of county wide vote center;**
- **Provide final canvass report of Official Election Results. The City is responsible to canvass their municipal election on the date designated by the County. Such results will constitute the final Official Results of the Election;**
- **Election security;**
- **Ballot drop box services - maintain, lock and unlock, and collect ballots.**

**The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections.**

**In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.**

**The City acknowledges that the Interlocal Agreement, which will be provided at a later date, relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.**

**2023 Municipal Elections**  
**Cost Breakdown Table and Election Cost Estimate for River Heights City.**

The expenses below are associated with administering the municipal election and are not entirely inclusive of all potential costs:

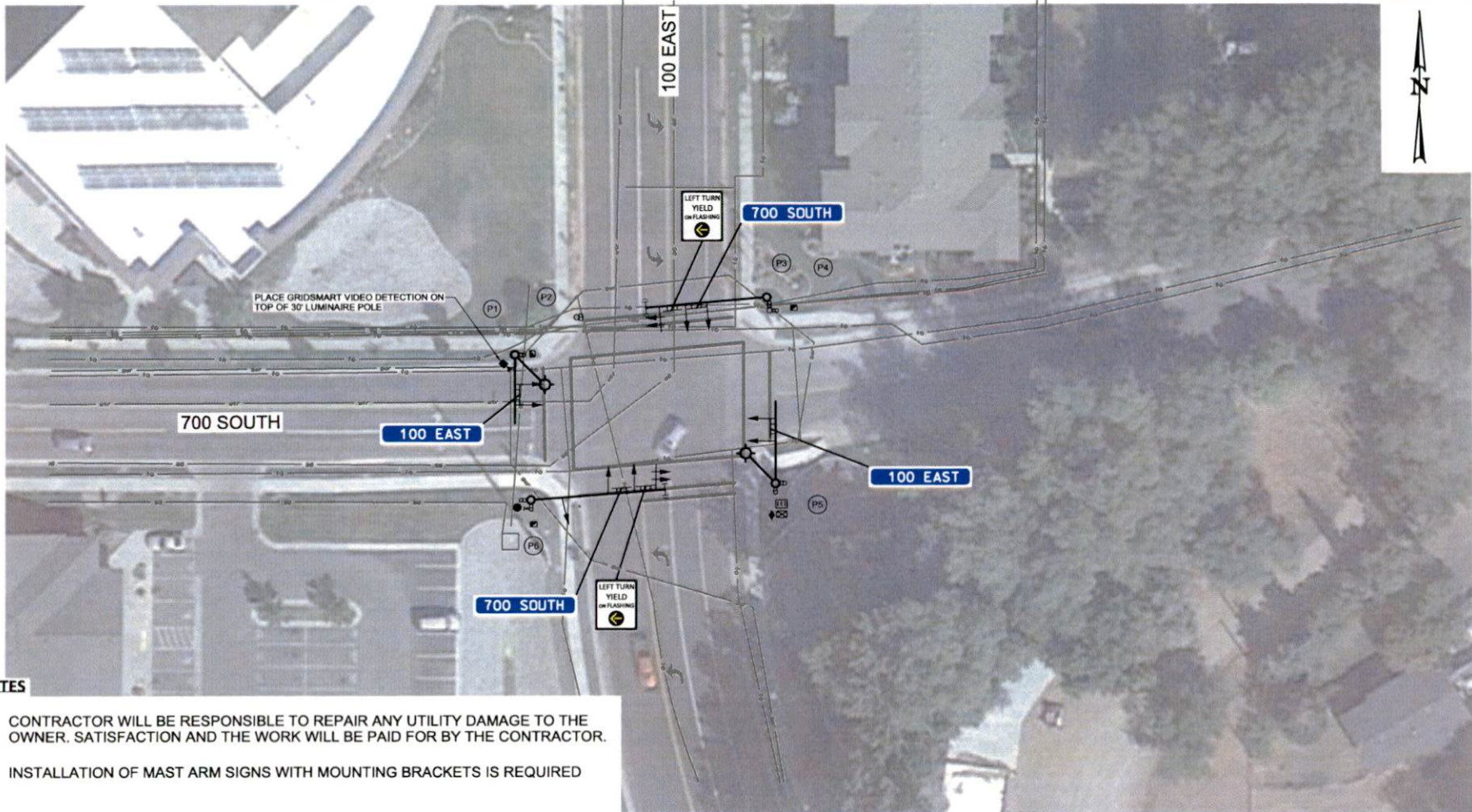
<b>Fixed Costs For Each Ballot</b>	
11-14" Ballot	\$0.31
Outgoing Envelope	\$0.29
Reply Envelope	\$0.19
Database Export	\$0.04
Postage Outgoing	\$0.57
Drill hole	\$0.21
Insertion of Voter Packet	\$0.30
<b>Fixed Costs For Each Returned Ballot</b>	
Election Supplies	\$0.03
Poll Worker / Staff Wages	\$0.11
Signature Verification	\$0.25
<b>Variable Costs</b>	
Postage Incoming Per piece mailed to clerk without postage affixed	\$0.57
Postage Undeliverable	\$0.57

This following projected cost estimate assumes a 100% voter turnout for your city. The final invoice amount will be based on actual costs.

Election	Registered Voters	Cost
Primary	1131	\$2602
General	1131	\$2602

Estimated Cost as of 26 January 2023	\$5,204
Average cost per voter	\$2.30





**NOTES**

- 1- CONTRACTOR WILL BE RESPONSIBLE TO REPAIR ANY UTILITY DAMAGE TO THE OWNER. SATISFACTION AND THE WORK WILL BE PAID FOR BY THE CONTRACTOR.
- 2- INSTALLATION OF MAST ARM SIGNS WITH MOUNTING BRACKETS IS REQUIRED
- 3- UTILITY LOCATIONS SHOWN ARE APPROXIMATE. UTILITIES ARE TO BE BLUESTAKED BEFORE WORK BEGINS. VERIFY LOCATIONS IN FIELD AND PROTECT EXISTING UTILITIES IN PLACE. CONTRACTOR RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES.
- 4- COORDINATE POWER CONNECTION WITH LOGAN POWER - DAN BARTO AT 435-535-5716 FOR THE FINAL TIE IN CONNECTION.
- 5- CONSTRUCTION AND MATERIALS WILL CONFORM TO THE CURRENT UDOT STANDARDS SPECIFICATIONS AND DRAWINGS.
- 6- ALL CITY STREET SIGNS MUST HAVE BLUE BACKGROUND

POLE SCHEDULE				
POLE	MAST ARM	LUMINAIRE EXTENSION	LUMINAIRE HEIGHT	COMMENTS
P1	30	15	40	SIGNAL POLE
P2				11' PEDESTRIAN POLE
P3	45			SIGNAL POLE
P4				11' PEDESTRIAN POLE
P5	30	15	40	SIGNAL POLE
P6	50			SIGNAL POLE

PROJECT: LOGAN CITY SIGNAL CONSTRUCTION 700 SOUTH 100 EAST	DATE: 07/22/2022 APPROVED: _____ PROFESSIONAL ENGINEER
DRAWN BY: BA QC CHECK BY: MW SCALE: _____ <small>DRAWN AT SCALE OF 1"=40'-0"</small>	APPROVED BY: _____ DATE: _____ REVISIONS:
SHEET NO. <b>SG-01</b>	