

RESOLUTION 16-20

A RESOLUTION APPROVING AND ENTERING INTO AN AMENDED AND RESTATED AGREEMENT CREATING THE UTAH LOCAL GOVERNMENTS TRUST.

WHEREAS, Clarkston Town and other Utah cities, towns, counties, and other governmental entities created and established a political subdivision and entity known as the Utah Local Governments Trust; and

WHEREAS, Clarkston Town desired to participate in creating and establishing an entity to provide assistance, advice, counsel, and casualty, property and liability insurance, and benefits related to the purposes of the Utah Local Governments Trust; and

NOW THEREFORE, the attached Interlocal Agreement Amending and Restating the Interlocal Agreement creating Utah Local Governments Trust is hereby entered into, approved, ratified, accepted, and made effective this 20th day of September, 2016 by motion from Richie Calderwood and seconded by Councilmember Steve Palmer and all approved.

Roll Call Vote:

Mayor Godfrey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Councilmember R. Calderwood	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Councilmember S. Palmer	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Councilmember R. Thompson	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Councilmember E. Goodey	<input checked="" type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent

CLARKSTON TOWN, a Utah Municipal Corp.

London Godfrey
MAYOR

ATTEST:

Kristi Hidalgo
TOWN CLERK



AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING THE
UTAH LOCAL GOVERNMENTS TRUST

ARTICLE I
NAME

1.1. The name of the governmental entity created pursuant to this Interlocal Agreement is the Utah Local Governments Trust (hereinafter “the Trust”).

ARTICLE II
PURPOSES

2.1. The purposes of this Agreement and the entity created pursuant thereto are:

2.1.1. **PERSONAL BENEFITS.** To enable Utah cities, towns, counties, and other special districts of local governments to form a governmental entity to provide a comprehensive and complete program of hospital, medical, dental, disability, life, and other personal benefit plans and programs for units of local governments within the State of Utah.

2.1.2. **CASUALTY-PROPERTY.** To enable units of local governments to provide a comprehensive and complete program of casualty, property, marine, liability, and other insurance plans or programs required or desirable to protect local governments’ property and assets and elected and appointed officials and employees from personal liability.

2.1.3. **FUNDS.** To create funds from revenues, premiums, and monies which funds shall at all times belong to the participating units of local governments to pay claims of the local units of government according to any plan, program, or contract between the Trust and the participating unit of local government or to purchase the insurance requested by the participating unit of local government.

2.1.4. **GENERAL POWERS.** To administer, insure, reinsure, fund or self fund, indemnify, or perform any other act necessary to provide or administer any plan or program necessary or desirable to give effect to this Agreement.

2.1.5. **SINGLE ENTITY.** To enable local governments to act as a single entity to provide personal, casualty, property, marine, liability, or other insurance to participating units of local government.

2.1.6. **ADVISOR TO LOCAL GOVERNMENTS.** To act as an advisor and counsel to units of local government regarding their insurance needs, obligations, risks, and benefit plans.

2.2. **TRUST NOT REQUIRED TO PROVIDE COVERAGES.** Nothing in this Agreement shall require the Trust to offer or provide any or all of the plans or programs authorized by this Agreement.

2.3. **AUTHORITY.** The Trust hereby is granted and authorized to perform and do all acts necessary or convenient and to render all services contemplated and engage in such governmental and proprietary functions, as are authorized or contemplated by Sections 11-13-101 et seq., 10-3-1103, and 63-30d-801 et seq., Utah Code Annotated 1953, to carry out the purposes and intent of this Agreement.

ARTICLE III DEFINITIONS

3.1. As used in this Interlocal Cooperation Agreement:

3.1.1. **LOCAL GOVERNMENTS.** “Local governments” means public agency as used in the Interlocal Cooperation Act and includes any county, city, town, special district, or combination thereof; it specifically includes any agency or entity created pursuant to the Utah Interlocal Cooperation Act, Section 11-13-101 et seq., Utah Code Annotated 1953, as amended.

3.1.2. **PROPERTY INSURANCE.** The definition of “property insurance” set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.3. **BOND.** “Bond” means a faithful performance bond or indemnification bond or any other bond required by any Utah law.

3.1.4. **INLAND MARINE .** The definition of “inland marine” insurance set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.5. **WORKERS’ COMPENSATION.** “Workers’ compensation” means any form of workers’ compensation permitted or required by the laws of the State of Utah or the laws of the United States.

3.1.6. **UNEMPLOYMENT COMPENSATION.** “Unemployment compensation” means any form of unemployment compensation permitted or required by the laws of the State of Utah or the laws of the United States.

3.1.7. **VEHICLE LIABILITY INSURANCE.** The definition of “vehicle liability insurance” set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.8. **SURETY INSURANCE.** The definition of “surety insurance” set forth in Section 31A-1-301, Utah Code Annotated 1953 is hereby incorporated by reference.

3.1.9. **ADMINISTRATIVE BOARD.** “Administrative board” means the administering body created by this Agreement to operate and administer the Trust and the insurance programs offered by the Trust.

3.1.10. **MEMBER.** “Member” means any city, county, town, or other unit of local government that participates in one or more plans or programs offered by the Trust. A unit of

local government need not have executed this Interlocal Agreement or Resolution to be a member. Any unit of local government that stops participating in the plans or programs offered by the Trust, shall not be a member.

3.1.11. CASUALTY INSURANCE. The definition of “casualty insurance” (liability insurance) set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.12. UNIT OF LOCAL GOVERNMENT. “Unit of local government” means any city, county, town, special district, or any other entity which is a political subdivision of the State of Utah.

3.1.13. PERSONAL INSURANCE OR PERSONAL BENEFITS. “Personal insurance” or “personal benefits” means life, disability, hospital, medical and dental insurance or benefits, unemployment or workers’ compensation.

3.1.14. PERSON. “Person” means any individual, company, partnership, corporation, municipal corporation, or any business entity.

3.1.15 INSURANCE. “Insurance” means casualty liability and personal insurance.

ARTICLE IV DURATION

4.1. EXTENSION. This Agreement shall be for a period of 50 years, but may be extended by the members.

4.2. WITHDRAWAL. Nothing in this Article shall prevent any local government from withdrawing from the Trust.

4.3. TERMINATION IF VOID. This Agreement shall terminate if it is found to exist entirely in violation of the law.

ARTICLE V TRUST FUNDS

5.1. FUNDS PROPERTY OF UNITS OF GOVERNMENTS. All premiums, payments, and funds received, held, or administered by the Trust as herein provided shall be and remain the property and assets of the units of local government which create or participate in the Trust program or programs according to the terms of this Agreement, except that the funds of the Trust shall become the property of the person to whom the funds are paid when paid according to this Agreement, benefit or insurance plans, and programs authorized by the administrative board.

5.2. INTERNAL REVENUE CODE COMPLIANCE. In accordance with Section 115 of the Internal Revenue Code of 1954, as amended, any income derived from the investments or operations of the Trust shall accrue to the units of local government participating

in the Trust. None of the assets, property, funds, or revenues held by the Trust shall ever be deemed to or become the property of the Trust.

5.3. **UNRESTRICTED RIGHT TO PROPORTIONATE SHARE OF INCOME.** Each unit of local government participating in the Trust shall have the unrestricted right to withdraw its proportionate share (as defined in Section 12.3.) of the income derived from the investments or operations of the Trust. However, to the extent the income so derived is needed to provide reserves for potential claims against programs that the Trust has elected to reinsure or self-insure (under authority of Article VI), participating units of local governments agree to defer the withdrawal of that portion of the income so needed until such time as the administrative board determines using actuarially sound insurance accounting principles that such withdrawal will not jeopardize the financial stability of Trust programs.

5.4. **FUNDS TO BE USED TO PURCHASE OR PROVIDE COVERAGE.** The local governments hereby authorize and direct the administrative board to do all things necessary and proper and to use the payments or contributions received by the Trust to purchase and maintain in force such policy or policies of insurance as they in their sole discretion shall determine to be in the best interest of the members and the employees of the members; or on an actuarially sound basis, to use such funds to establish a program or programs of self-insurance, reinsurance, or co-insurance.

**ARTICLE VI
MANAGEMENT AND ALLOCATION OF FUNDS,
PURCHASE OF INSURANCE, BONDS, REINSURANCE, SELF-FUNDING**

6.1. **LICENSED CARRIER REQUIRED.** If casualty insurance or personal insurance policies are purchased, it shall be from a licensed insurance carrier. Policies may be purchased for one or more of the casualty insurance or personal insurance programs offered by the Trust from one or several carriers; or the Trust may reinsure or self-insure one or more of the programs and purchase the casualty insurance or personal insurance from a carrier for the remaining programs. Where the Trust purchases insurance or personal insurance from a carrier, the Trust shall be the policyholder. The amount of casualty insurance, personal insurance, and benefits shall be such as the administrative board may determine subject to securing a policy or policies from one or more carriers or bond companies able to provide the benefits from the premium paid.

6.2. **TRUST TO ACT AS POLICYHOLDER.** The administrative board may apply for such insurance policies or group insurance or personal insurance or group personal insurance in its name as policyholder or in the names of the participating members and may use the fund to pay for and accept and hold as part of the fund the policy or policies insured to the Trust in its name as policyholder.

6.3. **TERMS OF POLICY.** The administrative board may agree with an insurer of any policy or policies issued for the purposes of this Agreement on waiting period, definitions of full-time employment and all other necessary or desirable provisions, including the eligibility of

employees; or, in the case of self-insurance, the local government and administrative board may provide specifically such terms and conditions.

6.4. **SEPARATE ACCOUNT REQUIRED.** The Trust Board shall create separate funds and accounts for each of the following:

- A. Hospital, medical, and dental;
- B. Disability;
- C. Life (except where part of the hospital and medical plan) whether or not dental is included;
- D. Fidelity and fiduciary;
- E. Casualty, marine, property, and liability.

The assets of each fund shall not be co-mingled with those of another fund, nor shall it be subject to attachment, claims, or payment of damages in any other fund. Where a participating unit of local government elects to participate in Groups A, B, and C, or any combination of these groups, the Trust may treat the account as participating in the fund for which a majority of the premium is paid. One fund may make loans to another.

6.5. **FUND MANAGEMENT.** With respect to each fund, the administrative board shall use and apply each fund:

6.5.1. **GENERAL ADMINISTRATION.** To pay or provide for the payment of all reasonable and necessary expenses of collecting the local governments' contributions and administering the affairs of each fund, including, but without limitation, all expenses which may be incurred in connection with each fund, the employment of such administrative, legal, expert, and clerical assistance, the leasing of such premises and the purchase or lease of such materials, supplies, and equipment as the administrative board, in its discretion, finds necessary or appropriate in the performance of its duties.

6.5.2. **PAYMENT OF PREMIUMS.** To pay or provide for the payment of premiums due from local governments on the policy or policies, when such premiums shall become due; but the administrative board shall not use the fund to maintain in force any insurance for the account of any local government that is in default of payment of contributions to the fund.

6.5.3. **RESERVES.** To establish and accumulate as part of the fund an adequate reserve which the administrative board shall deem advisable to carry out the purposes of this Agreement.

6.5.4. **REFUNDS.** To refund premiums, payments, or contributions from local governments for which insurance may not be purchased for any reason, but if a unit of local

government withdraws from the Trust for any reason, the Trust shall be under no obligation to refund any premium, payment, or contribution of the local government if insurance has been purchased for the local government.

6.6. GENERAL OPERATING ACCOUNT. The administrative board may establish a general operating account or fund and may transfer to that account or fund a specified percentage of revenues received in each separate fund for the purpose of establishing a general operating fund or account to administer the general provision of the Agreement.

6.7. DEPOSITORIES-INVESTMENTS. All premiums, contributions, and monies received by the Trust hereunder as part of the fund or funds shall be deposited by it in such bank or banks as the administrative board may designate for that purpose, and all withdrawals of monies from such bank or banks shall be made only by check signed by a person or persons authorized by the administrative board to sign and countersign but no bank shall be elected as a depository of the funds of the Trust that is not a member of the Federal Deposit Insurance Corporation or is not supervised and insured by an instrumentality of the United States Government.

6.8. BOND REQUIRED. All officers and employees of the Trust who are authorized to sign or countersign checks or who otherwise may handle monies or other property of the Trust shall be bonded.

6.9. DIVIDENDS, EXPERIENCE RATING. Anything contained in this Agreement to the contrary notwithstanding, the administrative board may agree with the insurer or insurers for the combination of financial experiences, for dividend purposes, of policies issued to the administrative board pursuant to this Agreement and of policies not so issued with insured employees of local governments that are insured under this Agreement. The administrative board may agree with the insurers and to provide for a centralized administration of all policies or may administer the programs themselves in any manner deemed advisable by the administrative board.

ARTICLE VII LOCAL GOVERNMENT CONTRIBUTIONS TO THE TRUST

7.1. PERSONAL INSURANCE OR BENEFITS. On application and acceptance by the administrative board or the Executive Director, each local government shall pay to the Trust a sum determined by the administrative board to participate in any personal insurance or self-funded benefit program offered by the Trust. Each local government shall pay to the Trust on such day of each month as determined by the administrative board for all the local governments, such member's contributions for personal insurance when and as the administrative board shall deem necessary to pay the premium due, together with that member's fair share of expenses on account of the personal insurance purchased for such local governments but all local government payments shall be credited against premiums and shares of expenses due from local governments.

7.2. **CASUALTY AND LIABILITY INSURANCE.** On application and acceptance by the administrative board or the Executive Director, each local government shall pay to the Trust a sum determined by the administrative board to participate in any casualty or liability insurance or self-funded casualty or liability program offered by the Trust. Each local government shall pay to the Trust on such day of each month as determined by the administrative board for the local governments, such member's contributions for insurance when and as the administrative board shall deem necessary to pay the premium due, together with that member's fair share of expenses on account of the insurance purchased for such local governments but all local government payments shall be credited against premiums and shares of expenses due from local governments.

**ARTICLE VIII
PARTICIPATION OF LOCAL GOVERNMENTS
IN THE ASSOCIATION**

8.1. **PERSONAL INSURANCE.** The employees of a unit of local government that make application to the administrative board shall, on approval of the application and payment of the premium established by the administrative board, become insured by the Trust under the policy or policies of the Trust and shall participate in the Trust for such personal insurance, provided the employee satisfies the requirements for participation in such personal insurance as may be established by the personal insurance carrier or carriers of the policy or policies under which such insurance is offered; or, under such requirements as the administrative board may establish for participation in any self-funded personal benefit plan or program. A local government's participation in the Trust personal insurance program shall commence on the date set by the Board. The personal insurance carrier of the policy or policies, if any, shall at all times be kept informed by the administrative board of the local governments that participate in the Trust personal insurance, as well as the names of their employees. A local government may participate in the personal insurance program on approval of the application and payment of the premium. The local government need not execute this Agreement to participate, but must subscribe to the personal insurance or benefits to be provided pursuant to this Agreement by resolution, ordinance, or contract.

8.2. **CASUALTY AND LIABILITY INSURANCE.** A unit of local government that makes application to the administrative board shall, on approval of the application and payment of the premium established by the administrative board, become insured by the Trust under the policy or policies of the Trust and shall participate in the Trust for such insurance, provided the unit of local government satisfies the requirements for participation in such casualty insurance as may be established by the insurance carrier or carriers of the policy or policies under which such insurance is offered; or, under such requirements as the administrative board may establish for participation in any self-funded casualty program. A local government's participation in the Trust insurance program shall commence on the date set by the administrative board. The insurance carrier of the policy or policies, if any, shall at all times be kept informed by the administrative board of the local governments that participate in the Trust insurance. A local government may participate in the casualty or liability insurance program on approval of the application and payment of the premium. The local government need not

execute this Agreement to participate, but must subscribe to the insurance or benefits to be provided pursuant to this Agreement by resolution, ordinance, or contract.

8.3. **TERMINATION OF QUALIFICATIONS.** A local government shall cease to qualify for participation in the Trust for any insurance or benefit plan when it fails to make its contribution as provided in Article VII for the insurance on the date when due or within the period of time allowed by the administrative board for the payment thereof; or if a local government shall cease to qualify under or by reason of any state or federal law; or when the local government fails to comply with the rules and regulations made by the administrative board from time to time with respect to the administration of the insurance Trust fund or funds; including, but without limiting the generality of the foregoing, the method and accuracy of local government's reports, the effective date of insurance of its employees, the discontinuance of insurance of its employees, premiums due, or any and all other facts which the administrative board deems advisable to assure a sound administration of the insurance programs offered by the Trust.

8.4. **TERMINATION OF PARTICIPATION.** When in accordance with the provisions of this Article VIII, a local government ceases to qualify for participation in the Trust for the insurance provided under the policy or policies, the administrative board shall, if insured by a carrier, forthwith give notice thereof to the insurance carrier of the policy or policies under which such insurance is provided, and such policy or policies and participation of the local government in the Trust shall terminate to such extent and at such time as the insurance terminates. In such event the Trust shall have no further liability to local government or its employees whose participation and insurance have terminated.

**ARTICLE IX
RETURN OF MONIES RECEIVED FROM PERSONS
NOT QUALIFYING AS A LOCAL GOVERNMENT AS
DEFINED IN THIS AGREEMENT**

9.1. Should any monies be received by the Trust for the purpose specified in Article II of this Agreement from any local government failing to satisfy the requirements for participation in the Trust, or from any local government whose employees do not become insured under the policy or policies, such monies shall be returned, and there shall be no further obligations whatsoever in connection therewith.

**ARTICLE X
ADMINISTRATION OF THE TRUST**

10.1. **ADMINISTRATIVE BOARD.** The Trust shall be governed and administered by an administrative board composed of at least seven officials representing participating Members. The administrative board may from time to time, on a two-thirds vote of the administrative board, increase the number of members on the administrative board without amending this Agreement, but the number shall not exceed 15.

10.1.1. CITIES AND TOWNS. Up to four members of the administrative board shall be elected officials from participating cities and towns unless the number of participating cities and towns is less than four, in which case the minimum number of elected officials from cities and towns on the administrative board shall be reduced to the number of participating cities and towns. The terms of the municipal administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a municipal member of the administrative board ceases to be an elected official, the remaining municipal members shall appoint a person to serve until the next election. At the next election a municipal elected official shall be elected to fill the remainder of the term.

10.1.2. COUNTIES. Up to three members of the administrative board shall be elected officials from participating counties unless the number of participating counties is less than three, in which case the minimum number of elected officials from counties on the administrative board shall be reduced to the number of participating counties. The terms of the county administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a county member of the administrative board ceases to be an elected official, the remaining county members shall appoint a person to serve until the next election. At the next election a county elected official shall be elected to fill the remainder of the term.

10.1.3. SPECIAL DISTRICTS. Up to three members of the administrative board shall be elected or appointed officials from participating special districts unless the number of participating special district is less than three, in which case the minimum number of officials from special districts on the administrative board shall be reduced to the number of participating special districts. The terms of the special district administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a special district member of the administrative board ceases to be an official of a district, the remaining special district members shall appoint a person to serve until the next election. At the next election a special district elected or appointed official shall be elected to fill the remainder of the term.

10.1.4 APPOINTED OFFICIALS. The elected officials of the administrative board may appoint additional members to serve on the board, but the number of appointed board members shall not exceed one third of the total board membership. Any vacancy in the appointed member positions shall be filled by the remaining board members. Terms may be staggered as the board deems appropriate.

10.2. RESIGNATION. A member of the administrative board may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving 30 days notice in writing to the remaining members, or such shorter notice as the remaining members may accept as sufficient, in which notice there shall be stated a date and such resignation shall take effect on the date specified in the notice, unless a successor member shall effect immediately upon the appointment of such successor member.

**ARTICLE XI
POWERS OF ADMINISTRATIVE BOARD**

11.1. **AS POLICYHOLDER.** The administrative board may exercise all rights or privileges granted to it as policyholder by provisions of each policy or allowed by the insurance carrier of such policy, and may agree with such insurance carrier to any alteration, modification, or amendment of such policy, and may take any action respecting such policy or the insurance provided thereunder which may be necessary or advisable, and such insurance carrier shall not be required to inquire into the authority of the administrative board with regard to any dealings in connection with such policy.

11.2. **CONSTRUE THIS AGREEMENT.** The administrative board shall have power to construe the provisions of this Agreement and the terms used herein, and any reasonable construction adopted by the administrative board in good faith shall be binding upon the local governments and employees.

11.3. **LIABILITY OF MEMBER.** Notwithstanding anything contained herein to the contrary, each local government shall be liable to The Utah Local Governments Trust for the premium for its insurance and the insurance of its employees under the policy or policies for any period during which such insurance is in force and the administrative board shall enforce such liability for such premiums to the extent necessary to pay premiums due under any such policy or policies. In the event any such policy or policies are terminated and premium due thereunder is not paid by the administrative board to the insurance carrier issuing the policy or to the Trust on the date the premium is due thereunder, such insurance carrier, if it shall so elect, shall immediately be subrogated to the right of the Trust to enforce the liability of any local government under this Agreement and may apply any sums collected first toward its expense of suit including costs and counsel fees and then toward the discharge of the premium obligation under the policy or policies. Any such election by the insurer may be exercised at any time and shall not constitute a waiver of its right to collect any deficiencies in premium from the Trust.

11.4. **ADMINISTRATIVE BOARD - GENERAL MANAGEMENT MEETINGS.** The administrative board shall have the general management, control, and direction of all the business activities and affairs of the Trust, with full power to transact all its business, including the making of deposits in and disbursements from the funds. The administrative board shall meet at least bi-annually.

11.5. **COMPENSATION.** The members of the administrative board shall receive compensation for their duties and shall be reimbursed for all reasonable and necessary expenses which they may incur in the performance of their duties. Provision may be made to compensate one or more members of the administrative board for special executive or administrative services performed in connection with the direction, administration, or operation of the Trust.

11.6. **RULES AND REGULATIONS.** The administrative board may promulgate such rules and regulations as may, in its discretion, be proper or necessary for the sound and efficient administration of the Trust; but such rules shall not take effect until a copy or copies

thereof have been mailed to the carrier of such policy or policies which may be affected by such rules and regulations.

11.7. **GENERAL ADMINISTRATION.** The administrative board may delegate its administrative and ministerial powers and duties to an Executive Director. The Trust may employ such persons as it deems necessary on such terms and conditions as the administrative board shall deem appropriate.

11.8. **RECORDS - AUDITS - REPORTS.** The Trust shall keep true and accurate books of account and records of all its transactions, which shall be audited annually or more often by a public accountant and furnish to participating local governments from time to time reports respecting the status of the Trust and the status of each fund and the status of the bond, policy or policies, and the benefits paid thereunder, but the administrative board shall not be required to furnish such reports more often than annually.

11.9. **MEETINGS.** Any action by the administrative board pursuant to this Agreement may be taken either at a meeting, a meeting at which all or several members participate by electronic means, or in writing without a meeting. A meeting may be called at any time by the chairman or any two members, giving at least five days written notice to the other members. Notice of any meeting may be dispensed with if all the members in writing waive the notice. Notice shall be deemed waived by any member that appears at a meeting, unless such appearance is solely for the purpose of objecting to the failure to give the notice required by this section.

11.10. **MAJORITY REQUIRED.** Any action taken by the administrative board pursuant to this Agreement, except as otherwise provided, shall be by at least a majority of a quorum of the members. A quorum is a majority of the total number of the members of the administrative board.

11.11. **NO LIABILITY OF BOARD.** The administrative board shall not have any liability with respect to the nonpayment of local government contributions. All suits and proceedings to enforce or protect any other right, demand, or claim on behalf of the administrative board or Trust, may be instituted and prosecuted on behalf of the Trust and the administrative board.

11.12. **NO LIABILITY - EXCEPTIONS.** The members of the administrative board personally and individually, whether severally or jointly, shall not be liable in any matter or transaction or for any omission relating to the conduct of the business of the Trust nor their respective activities and performance of their duties with respect thereto. No member shall be liable for errors in judgment of himself or of the other members nor for any act, judgment, or exercise of discretion of the administrative board's agents or employees, in the conduct of the Trust and each shall be liable only for his own willful misconduct or wrongdoing in respect thereto.

11.13. **FULL FAITH AND CREDIT.** The administrative board shall honor and be bound by all agreements made by their predecessors, successors, assigns, or assignors.

**ARTICLE XII
TERMINATION-DISTRIBUTION OF ASSETS**

12.1. PROCEDURE. This Agreement may be terminated:

12.1.1. BY MEMBERS. On a two-thirds majority vote of all members at a meeting called for that purpose after written notice of such meeting stating the time, purpose, and place of the meeting is given to all members at least 30 days prior to this meeting.

12.1.2. BY ADMINISTRATIVE BOARD. By a two-thirds majority vote of all of the members of the administrative board at a meeting called for that purpose after written notice of such meeting stating the time, purpose, and place of the meeting is given to all members of the board and of the Trust at least 30 days prior to the meeting. The Trust board may not terminate this Agreement if more than 25 percent of the members appear at the meeting to object to terminating this Agreement.

12.2. PAYMENT OF OBLIGATIONS. On termination of this Agreement, the entity and administrative board shall continue in existence for the purpose of winding down the affairs of the Trust. The Trust shall make provision, so far as reasonably possible, for the orderly transfer of all policies held in the name of the Trust and to protect members and their employees. The Trust shall, to the extent it has revenues, pay all obligations of the Trust from each fund for which the fund is obligated.

12.3. DISTRIBUTION OF ASSETS. After paying or making provision for paying all claims, whether reported or unreported, the Trust shall pay to the member participants, including those that may have ceased to be members, their proportionate share of the assets from each fund according to the member's ratio of contribution to the fund to the total contribution of all members divided by the unencumbered assets of the fund. Notwithstanding the foregoing, the decision of the Trust board as to the distribution of the assets of the Trust within each fund to participating members and former members shall be final and binding unless the distribution is arbitrary, unreasonable, and capricious under the construction given by the administrative board.

**ARTICLE XIII
AMENDMENTS**

13.1. BY MEMBER. The members of the Trust may amend the provisions of this Agreement except Sections 5.1., 5.3 12.3., and 13.5. on a two-thirds vote of those attending any meeting called for that purpose by at least ten members or by the administrative board, on giving at least 30 days written notice of the time, purpose, and place of the meeting. The written notice must include the specific language of the proposed amendment.

13.2. BY BOARD. The administrative board may amend the provisions of the Agreement, except Sections 5.1., 5.3 12.3., and 13.5. by a two-thirds vote, at any meeting called for that purpose if at least 30 days written notice of the time, purpose, and place of the meeting is provided to all members and members of the board. The written notice must include the specific language of the proposed amendment and advise the members about their right to object to the

proposed amendment and the method by which such right may be exercised. The amendment shall not be effective if more than 50 percent of the members appear personally or provide written objection to the proposed amendment prior to the time of the meeting.

13.3. RESTRICTIONS ON RIGHT TO AMEND. Sections 5.1, 5.3., 12.3., and 13.5. shall not be amended except with the unanimous concurrence of all members and local governments entitled to the funds of or refunds or payments from the Trust.

13.4. NOTICE OF AMENDMENT. After an amendment has been approved by the members or Trust board, notice shall be given to all members of the amendment together with a statement of the effective date of the amendment which shall be at least 30 days after the date of the meeting at which the amendment was approved.

13.5. MEMBERS SUBJECT TO CONTINGENT ASSESSMENT. (Reserved.)

13.6. CONSENT REQUIRED FOR OTHER ASSESSMENT. (Reserved.)

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1. RECORDS OF LOCAL GOVERNMENT TO BE FURNISHED. Local governments shall furnish to the administrative board such records and any other information as the administrative board or the insurance carrier of the policy or policies may require in connection with the administration of the Trust. The insurance carrier shall have the right to audit all records of the Trust or local governments pertaining to the insurance provided by the carrier.

14.2. THIRD PARTY CLAIMS AGAINST TRUST FUNDS. Unless otherwise specifically provided in a written agreement between a unit of local government and the Trust, no local government nor any other person claiming by or through such employee by reason of having been named a beneficiary in a certificate or otherwise, shall have any claim against the monies or properties of the Trust, and the interests of such employees, beneficiaries, and other persons claiming through them shall be limited to those specified in the policy or policies.

14.3 SPECIAL PROVISIONS RELATING TO WORKERS' COMPENSATION COVERAGE. For each member that chooses to participate in the Workers' Compensation insurance program through the Trust, the Trust shall pay any workers' compensation liabilities incurred during the period of participation and membership. The member's bankruptcy insolvency or withdrawal from the Trust shall not relieve the Trust of such workers' compensation liability, nor shall bankruptcy, insolvency or cessation of the Trust relieve the member of its ultimate liability to pay the worker's compensation claims of the member's employees.

14.4. SUPERSEDES PRIOR AGREEMENT. This Agreement supersedes and replaces all previous Interlocal Agreements creating or establishing the Utah Local Governments Trust.

DATED as of and made effective September 20,, 2016.

UTAH LOCAL GOVERNMENTS TRUST

Steven A. Hansen

Executive Director of Utah Local Governments Trust

Clarkston Town Corporation
Name of Public Agency

Steven A. Hansen
Signature of Person Authorized to Bind This Agreement

9/20/16
Date

Approved as to form

Attorney

CERTIFICATE OF POSTING

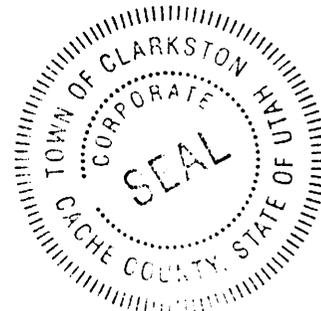
I, the duly appointed and acting Town Clerk for the Town of Clarkston, hereby certify that copies of the foregoing Resolution 16-20 was posted at three public places within the municipality this 21st Day of September 2016 which places are:

1. Clarkston Town Hall, 50 South Main, Clarkston
2. Clarkston Roads Department building, 50 South Main, Clarkston
3. Clarkston Post Office 155 E 100 N, Clarkston

Dated this 21st day of September, 2016.

Kristi Hidalgo

TOWN CLERK



CLARKSTON TOWN CORP.
APPLICATION FOR BUSINESS LICENSE

NAME OF BUSINESS Ridgeline Hauling
NAME OF APPLICANT David Hale
MAILING ADDRESS 145 E 100 S Clarkston UT PO Box 89
BUSINESS ADDRESS same
APPLICATION IS FOR: New Business Temporary Business Renewal

LICENSE FEE: \$15.00 per year (resident)

DESCRIPTION OF BUSINESS (include nature of business, parking requirements, and projected monthly sales.) Dedicated to Hauling Slag from Nucor.
Parking mostly in Petersburg / Clarkston

PEDDLERS, SOLICITORS, & TRANSIENT MERCHANTS FEE:
(\$5.00/day; \$10.00/week; \$20.00/month; \$100.00/year)

Business to be located at: _____

For the following days: _____

RENEWAL

Renewals are due prior to January 31st. If renewal applications are not received in the Clarkston Town Office on or before March 31st, a penalty of \$50.00 will be assessed.

CERTIFICATE

I HEREBY CERTIFY the above information is a true and accurate statement, to the best of my knowledge and belief.

Dated this 2 day of Aug, 2016

David Hale
Applicant or Authorized Agent

CONDITIONAL USE PERMIT

8-17-16
Date Approved

[Signature]
Planning/Zoning Chairman

Comments: _____

CLARKSTON TOWN COUNCIL APPROVAL

Date 9/20/16 Receipt No. _____ License No. _____ Amount \$ _____

Kunden Goefroy
Mayor

CLARKSTON TOWN CORP.
APPLICATION FOR BUSINESS LICENSE

NAME OF BUSINESS Northern Glass Pros
NAME OF APPLICANT Neil Leon Godfrey
MAILING ADDRESS P.O. Box 38
BUSINESS ADDRESS 60 W. 200 N Clarkston Ut
APPLICATION IS FOR: New Business Temporary Business Renewal
LICENSE FEE: \$15.00 per year (resident)
DESCRIPTION OF BUSINESS (include nature of business, parking requirements, and projected monthly sales.) Auto & Residential Glass - mobile business

PEDDLERS, SOLICITORS, & TRANSIENT MERCHANTS FEE:
(\$5.00/day; \$10.00/week; \$20.00/month; \$100.00/year)
Business to be located at: _____
For the following days: _____

RENEWAL

Renewals are due prior to January 31st. If renewal applications are not received in the Clarkston Town Office on or before March 31st, a penalty of \$50.00 will be assessed.

CERTIFICATE

I HEREBY CERTIFY the above information is a true and accurate statement, to the best of my knowledge and belief.

Dated this 17 day of August, 2016
Neil Godfrey
Applicant or Authorized Agent

CONDITIONAL USE PERMIT

8-17-16
Date Approved [Signature]
Planning/Zoning Chairman

Comments: _____

CLARKSTON TOWN COUNCIL APPROVAL

Date 9/30/16 Receipt No. _____ License No. _____ Amount \$ _____
[Signature]
Mayor

Report Criteria:

Invoices with totals above \$0.00 included.
Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
ADMINISTRATION							
10-44-220 Mileage							
440	KRISTI HIDALGO	082216	Mileage	08/22/2016	77.60	77.60	08/22/2016
10-44-240 OFFICE SUPPLIES & EXPENSE							
196	SAM'S CLUB MC/SYNCB	080916	OFFICE SUPPLIES	07/12/2016	66.43	66.43	08/10/2016
206	STAPLES CREDIT PLAN	0822161	supplies	07/22/2016	38.32	38.32	08/22/2016
10-44-270 UTILITIES							
724	BEELINE DIGITAL	84981	FAX SERVICE	08/01/2016	25.00	25.00	08/10/2016
578	CENTURYLINK	081516	PHONE	08/04/2016	91.42	91.42	08/22/2016
246	COMCAST	082216	INTERNET	08/11/2016	125.84	125.84	08/22/2016
189	QUESTAR GAS	080916	UTILITIES	07/22/2016	7.18	7.18	08/10/2016
219	ROCKY MOUNTAIN POWER	082216	UTILITIES	08/11/2016	82.36	82.36	08/22/2016
219	ROCKY MOUNTAIN POWER	0822161	UTILITIES	08/11/2016	13.89	13.89	08/22/2016
10-44-280 PLANNING & ZONING							
651	CHRISTINA ATKINSON	082216	MILEAGE	08/22/2016	51.41	51.41	08/22/2016
680	HYDE PARK CITY	CL2016-0102	BUILDING INSPECTIONS	08/09/2016	8,459.34	8,459.34	08/22/2016
10-44-305 LEGAL/PROFESSIONAL							
184	OLSON & HOGGAN, PC	141367	LEGAL SERVICES/ JEFF HOUS	07/31/2016	407.92	407.92	08/22/2016
10-44-315 AUDITOR							
272	STEVEN R. MISENER, CPA	38747	QUARTERLY REPORTS	07/06/2016	135.00	135.00	08/10/2016
10-44-320 E911 FEES							
685	LOGAN CITY	080916	911 FEE	07/20/2016	732.00	732.00	08/10/2016
10-44-330 SANITATION COLLECTION FEES							
685	LOGAN CITY	0809161	SANITATION	07/20/2016	3,796.75	3,796.75	08/10/2016
Total ADMINISTRATION:					14,110.46	14,110.46	
FIRE & RESCUE							
10-53-240 FIRE SUPPLIES & EXPENSE							
196	SAM'S CLUB MC/SYNCB	0809166	FIRE DEPT. -MISC.	07/26/2016	3.84	3.84	08/10/2016
10-53-270 FUEL/OIL & UTILITIES							
284	BRYAN GOODSSELL	080416	REIMBURSEMENT-FIRE DEPT.	08/04/2016	97.01	97.01	08/10/2016
246	COMCAST	081516	INTERNET	08/07/2016	104.86	104.86	08/22/2016
189	QUESTAR GAS	0809163	UTILITIES	07/22/2016	10.39	10.39	08/10/2016
219	ROCKY MOUNTAIN POWER	0822164	UTILITIES	08/11/2016	220.46	220.46	08/22/2016
Total FIRE & RESCUE:					436.56	436.56	
ROADS & STREETS DEPARTMENT							
10-60-255 FUEL & OIL							
489	HALL OIL INC.	A75673	FUEL	08/01/2016	517.85	517.85	08/10/2016
189	QUESTAR GAS	0809162	UTILITIES	07/22/2016	7.18	7.18	08/10/2016
10-60-420 ROAD UTILITIES/STREET LIGHTS							
219	ROCKY MOUNTAIN POWER	0822163	UTILITIES	08/11/2016	536.16	536.16	08/22/2016
10-60-730 CAPITAL OUTLAY - IMPROVEMENTS							
123	CACHE COUNTY	290	ROAD REPAIR	08/11/2016	20,199.05	20,199.05	08/22/2016
Total ROADS & STREETS DEPARTMENT:					21,260.24	21,260.24	
PARKS & RECREATION							
10-70-250 PARK GENERAL							
175	LOWES	080916	PARKS MISC	07/05/2016	10.42	10.42	08/10/2016
175	LOWES	0809161	PARKS MISC	07/21/2016	87.83	87.83	08/10/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
594	PETERSEN PLUMBING SUPPLY	1724378	PARK MISC. PARTS	08/11/2016	4.84	4.84	08/22/2016
594	PETERSEN PLUMBING SUPPLY	1727564	PARK MISC.	08/18/2016	68.75	68.75	08/22/2016
249	SIGN PRO	58305	PARK RULES SIGN	07/18/2016	285.16	285.16	08/10/2016
10-70-420 SPORTS							
664	KATIE GODFREY	080416	SPORTS EQUIPMENT	08/04/2016	56.13	56.13	08/10/2016
10-70-460 FAIR BOOTH							
618	KIM J. GODFREY	081516	FAIR BOOTH SUPPLIES	08/13/2016	314.28	314.28	08/22/2016
168	LEE'S MARKET PLACE	300639	FAIR BOOTH	08/10/2016	102.49	.00	09/08/2016
168	LEE'S MARKET PLACE	301513	FAIR BOOTH	07/19/2016	69.51	.00	09/08/2016
168	LEE'S MARKET PLACE	301860	FAIR BOOTH	07/11/2016	86.71	.00	09/08/2016
10-70-480 NATIONAL NIGHT OUT							
481	RANDY JARDINE	082216	NIGHT OUT AGAINST CRIME	08/22/2016	96.23	96.23	08/22/2016
10-70-820 CIVIC CENTER UTILITIES							
189	QUESTAR GAS	0809161	UTILITIES	07/22/2016	7.18	7.18	08/10/2016
219	ROCKY MOUNTAIN POWER	0822165	UTILITIES	08/11/2016	30.99	30.99	08/22/2016
Total PARKS & RECREATION:					1,220.52	961.81	
Total GENERAL FUND:					37,027.78	36,769.07	
WATER UTILITY FUND							
WATER DEPARTMENT							
51-81-240 OFFICE SUPPLIES & EXPENSE							
198	SAM'S CLUB MC/SYNCB	0809162	OFFICE SUPPLIES	07/12/2016	66.42	66.42	08/10/2016
198	SAM'S CLUB MC/SYNCB	0809164	CERTIFIED MAILINGS	07/20/2016	92.16	92.16	08/10/2016
208	STAPLES CREDIT PLAN	082216	supplies	07/22/2016	38.32	38.32	08/22/2016
51-81-250 WATER DEPT EQUIP-SUPPLY/MAINT							
140	DOUBLE C CONSTRUCTION	12011	INSTALL NEW WATER SERVICE	06/13/2016	2,400.00	2,400.00	08/22/2016
594	PETERSEN PLUMBING SUPPLY	1716763	WATER SUPPLIES	07/27/2016	80.21	80.21	08/10/2016
594	PETERSEN PLUMBING SUPPLY	1717999	WATER SUPPLIES	07/28/2016	6.13	6.13	08/10/2016
51-81-270 UTILITIES							
724	BEELINE DIGITAL	8498	FAX SERVICE	08/01/2016	25.00	25.00	08/10/2016
219	ROCKY MOUNTAIN POWER	0822162	UTILITIES	08/11/2016	91.99	91.99	08/22/2016
51-81-370 WATER SAMPLING							
114	BEAR RIVER HEALTH DEPT.	162430	WATER SAMPLING	08/04/2016	20.00	20.00	08/22/2016
51-81-740 RESTRICTED/CAPITAL IMPROVEMENT							
207	SUNRISE ENGINEERING, INC.	0082694	WATER MASTER PLAN	07/18/2016	5,005.00	5,005.00	08/10/2016
207	SUNRISE ENGINEERING, INC.	0083069	WATER MASTER PLAN	08/12/2016	455.00	455.00	08/22/2016
Total WATER DEPARTMENT:					8,280.23	8,280.23	
Total WATER UTILITY FUND:					8,280.23	8,280.23	
CEMETERY PERPETUAL CARE FUND							
PERPETUAL CARE DEPARTMENT							
71-40-610 BURIAL FEES							
114	BEAR RIVER HEALTH DEPT.	080416	DISINTERMENT FEE - LOWER	08/04/2016	25.00	25.00	08/09/2016
520	BROWN MONUMENT	6962	HEADSTONE REMOVAL	07/28/2016	85.00	85.00	08/10/2016
140	DOUBLE C CONSTRUCTION	01201	BURIALS	06/13/2016	570.00	570.00	08/22/2016
71-40-710 MAINTENANCE							
721	NAPA AUTO PARTS OF LOGAN	96-27623	MISC. PARTS	07/01/2016	147.91	147.91	08/10/2016
201	SMITHFIELD IMPLEMENT	0030426-IN	CEMETERY	07/01/2016	49.21	49.21	08/22/2016
Total PERPETUAL CARE DEPARTMENT:					877.12	877.12	
Total CEMETERY PERPETUAL CARE FUND:					877.12	877.12	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Grand Totals:					46,185.13	45,926.42	

Dated: 9/20/16

Mayor: Kendon Godfrey

City Council: Ed Calhoun

Elaene Godfrey

St. Paul

Ryan L. Thompson

City Recorder: Kristi Hidalgo

Report Criteria:

- Invoices with totals above \$0.00 included.
- Only paid invoices included.

Attachment A



RAYMOND
CONSTRUCTION CO.

125 WEST 2500 NORTH
LOGAN, UTAH 84341
PHONE (435) 752-2911

A. SPENCER RAYMOND
DAVID L. WATTS
DOUGLAS A. RAYMOND

September 2, 2016

Clarkston City
50 South Main
Clarkston, UT 84305

Attn: Rodney Buttars
Ref: BID – Clarkston Town Restroom & Maintenance Building Design

Rodney,

The cost that we have estimated to complete the work on the Clarkston Town Restroom & Maintenance Building Design is **\$280,000.00**.

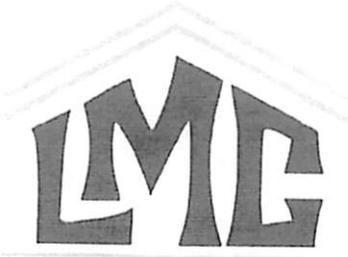
We have prepared this estimate as a Design Build project and includes a split face block on the outside walls and block interior walls. We feel this will give you a more durable building.

Thank you for the opportunity to provide a bid on this building.

If you have any questions or would like to discuss this project further please let me know.

Sincerely,

Doug Raymond



729 South Main Street
Logan, Utah 84321
Phone: (435) 755-7600
FAX: (435) 755-8216

Landmark Companies, Inc.
Contractor · Electrical · Plumbing

Dear Clarkston City,

We appreciate the opportunity to bid on the Park ADA Restrooms/Maintenance Building for Clarkston City. Recently Landmark Companies completed a similar design build restroom project for Brigham City which has given us the experience and expertise to successfully complete this project. We have been working alongside Christian Wilson for our architectural needs, and are excited at the prospects of creating this functional building to meet the City's needs and demands.

Kindly see the attached Proposal for project details and cost.

Best Regards,

Todd Nye
Estimator/Project Manager
Landmark Companies, Inc.





Proposal

Date: 9/2/2016

PROPOSAL SUBMITTED TO: Clarkston City	
BILLING ADDRESS: 50 South Main Clarkston, UT 84305	
PROJECT: Park ADA Restrooms/Maintenance Building	
CONTACT: Rodney Butters	
PHONE: (435) 563-9169	EMAIL: clarkstontown@comcast.net

Thank You For Your Business!

BID INCLUDES:

- Brick Wainscot (to match other buildings)
- Concrete work (to include ramp)
- Doors & Hardware
- Drywall
- Electrical (to meet design plans)
- Installation of 8' garage door (door is existing/owner provided)
- Mechanical (to include ventilation and baseboard heaters)
- Metal Framing (with engineered wood trusses)
- Metal Roofing (to match fire station & civic center)
- Metal Siding (to match fire station & civic center)
- Plumbing (ADA compliant & vandal resistant)
- Soffit, Fascia, Rain Gutters, & Downspouts
- Tile

EXCLUDES:

- Electrical & HVAC Engineering
- Permits & Fees

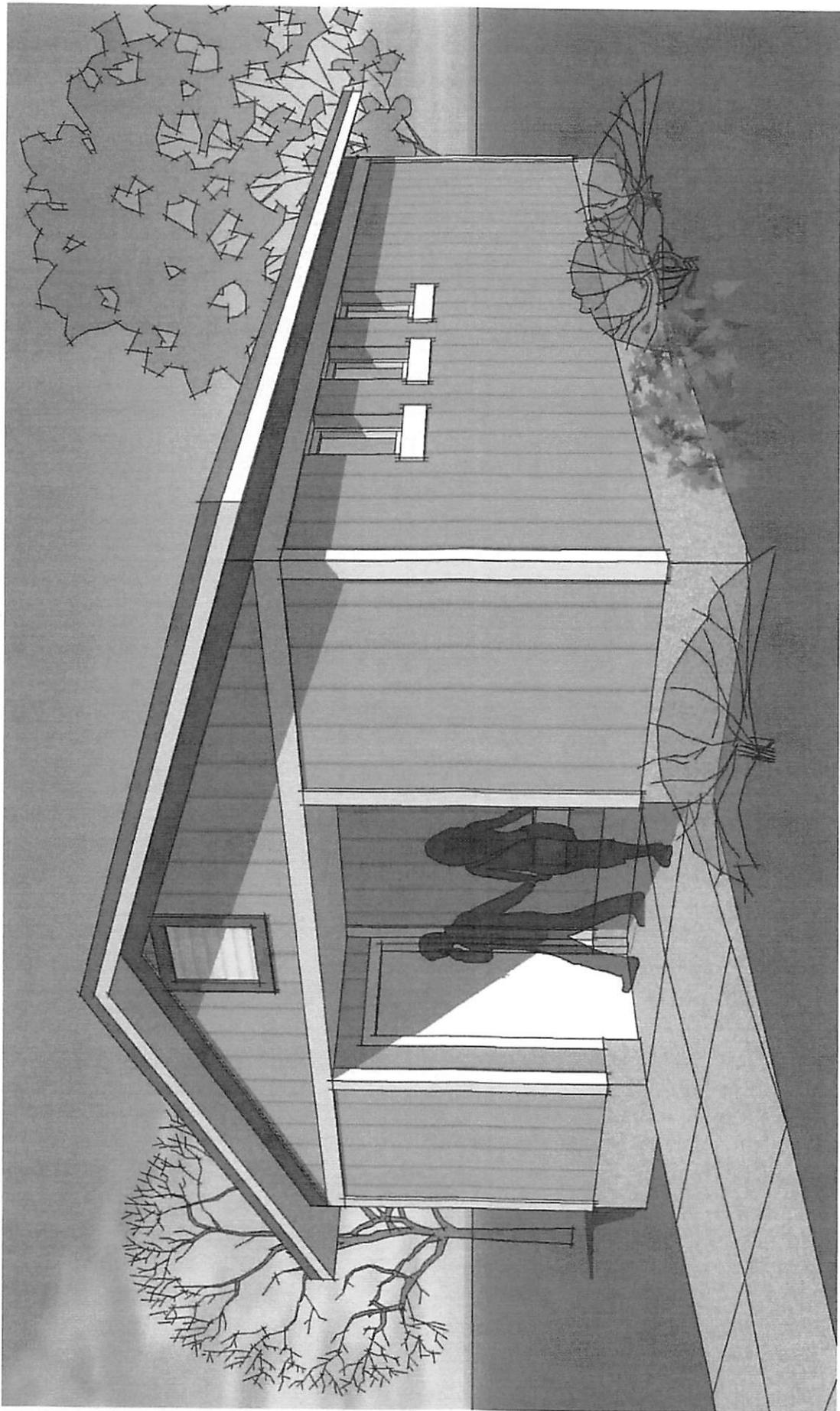
TOTAL: \$ 153,800.00

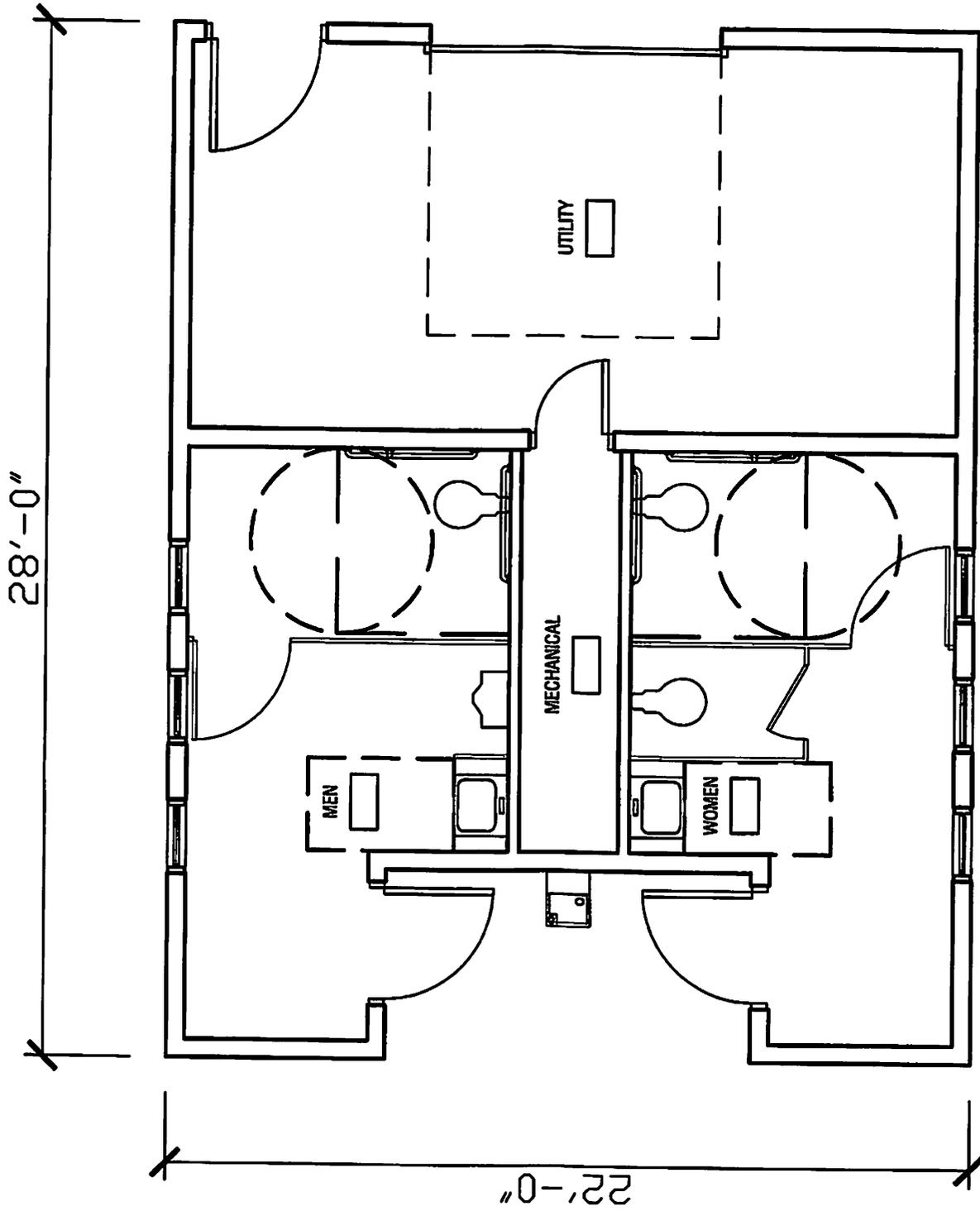
We appreciate the opportunity to submit this proposal and look forward to working with you on the above referenced project.

Please feel free to call with any questions

Thank You

Todd Nye
 Landmark Companies
 435-755-7600
 bids@lmcutah.com





SCALE 1/4"=1'-0"

Attachment B

August 15, 2016

**Mayor Kendon Godfrey
City Council Members**

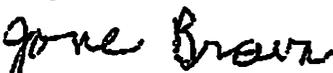
Dear Kendon,

I would like to commend and congratulate Clarkston on their beautiful booth in the community arts booth section at the Cache County Fair this year. This is my favorite part of the fair - every year I eagerly enter that building first thing to see all the booths. It was disappointing to see only 4 communities participate. Congratulations on being the only city from the north end of the valley to enter!

You did a wonderful job and I want to thank all who helped. It was beautiful and well worth all the time and effort it took.

Thanks for making the fair so much better this year!

Sincerely,


Jone C. Brown

Attachment C

New Street Construction Section 7-2-9

- A. Responsibility: It shall be deemed the responsibility of any person, contractor or agent desiring a new street access to obtain a permit to construct a street or roadway and assume the expenses incurred in the project.
- B. Right away: Establish specification for designated roadway which conforms to an existing regulated road right away.
- C. Building materials: A roadway may be established in accordance with the following specifications: All vegetation must be cleared. Roadway must be at least twenty-two feet wide and have eight to twelve inches of road base gravel. It may (not required) also have four inches of one inch gravel.
- D. Water drainage: adequate ditches, culverts as needed for drainage which meets reasonable standard and specifications as established by an authorized representative of the town.
- E. Emergency Vehicles: Any new street must have adequate space for emergency vehicles, snow removal equipment, and garbage trucks; including turning around of such vehicles.
- F. Inspection: It shall be unlawful for any person either as owner, agent, contractor or employee to construct a street which does not conform to specifications established by the town engineer or other authorized representative of the town.

Attachment D

8-1-5: BILLING AND DELINQUENCY:

- A. Frequency: The Town shall furnish to each user, or mail to or leave at his the place of residence or usual place of business, a written or printed statement stating thereon the amount of water service charges assessed against ~~him~~ the customer (hereinafter "Customer") once each month or at such other regular intervals as the governing Town Council shall direct. (Ord. 02-01, 10-10-2002)
- B. Contents: Delinquent Payment; Notice of Intent to Disconnect Service: The monthly statement shall specify the amount of the bill for the water service, the billing date, the place of payment and the date due. ~~If any person, firm or corporation fails to pay within (15) days of the due date, which~~ The payment due date is specified to be ~~28 days~~ the tenth day of the following month of the billing cycle as indicated on the billing form, the charges due for municipal water service received by the person, firm or corporation as ~~indicated on the statement furnished by the town, the town shall and if not paid by the due date~~ the account is Delinquent. ~~If any statement is not paid by the due date, the Town may give the person, firm, or corporation~~ Customer notice in writing of intent to ~~discontinue or interrupt~~ water service to the premises of the person, firm, or corporation Customer unless the amount due is paid in full within fifteen (15) days from the date of the notice. (Ord. 04-04, 4-8-2004; amd. Res. 07-22, 9-6-2007)
- C. 1. Delinquent Notice Fee: A Delinquent Notice Fee shall be charged to any person, firm, or corporation Customer receiving a notice in writing of intent to discontinue or interrupt water service. The Delinquent Notice fee may be set from time to time by resolution of the Town Council.
- D. 2. Termination of Service Fee: If water service is ~~terminated~~ discontinued for failure to make payment of the service charges due, a termination of service fee will be charged to the person, firm, or corporation Customer who has had service terminated. The termination of service fee may be set from time to time by resolution of the Town Council. (Ord. 04-04, 4-8-2004)
- C. ~~Appeal: Any Appeal: Any person, firm, or corporation receiving a written notice of intent to discontinue or interrupt water service shall have the opportunity within ten (10) days from the date of notice of intent to discontinue or interrupt water service to request a hearing before the town council concerning the same, which hearing shall be held at the next regularly scheduled meeting of the town council, or as soon thereafter as is reasonable. In the event a hearing is so requested, all further action by the town shall be stayed until such hearing is duly held and appropriate action, pursuant thereto, authorized and directed by the town council. (Ord. 02-01, 10-10-2002)~~
- E. Termination of Service; Requirements for Reconnection: If water service is ~~terminated~~ discontinued for failure to make payment of the service charges due, then before water service to the premises shall again be provided, all Delinquent water service charges, Delinquent Notice Fees, termination of service fees and restoration fees, must have been paid to the Town. Furthermore, in addition to such payments and penalties, the

Delinquent Customer shall be required to make and file a new application. The Town treasurer, or other town personnel, is authorized and empowered to enforce the payment of all Delinquent water charges by an legal action at law in the name (including recovery of the municipality Town's attorney's fees) and may require payment in cash or cashier's check. (Ord. 02-01, 10-10-2002; amd. Ord. 04-04, 4-8-2004)

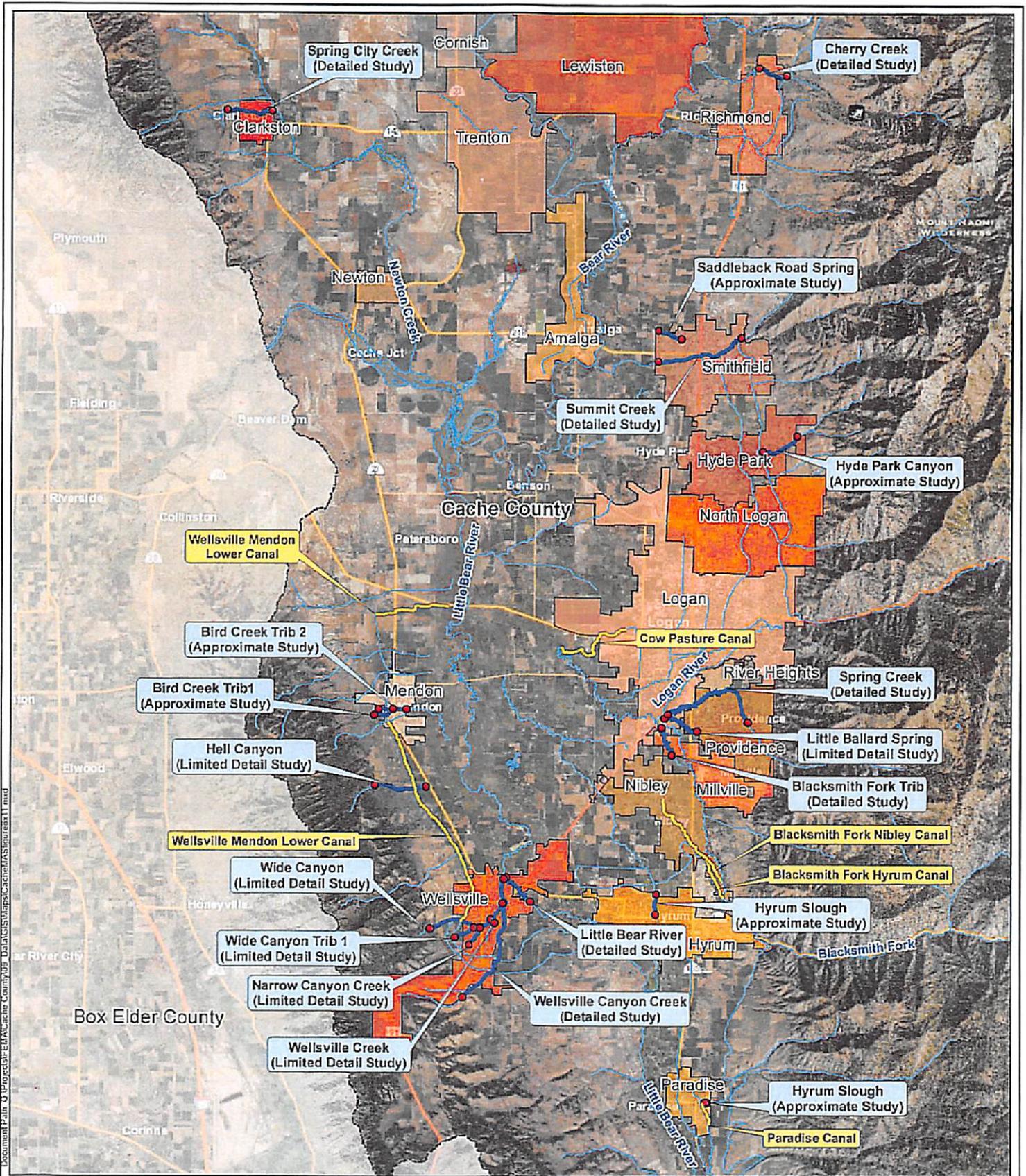
F. E. Interest: Any customer Delinquent Customer account becoming delinquent, which delinquency is defined as being the tenth day or later of the following month of the billing cycle as indicated on the billing form, shall be subject to an charged interest penalty of one and one-half percent (1½%) per month (18 percent annual percentage rate) on the unpaid or delinquent arrears Delinquent balance for water service, which shall begin to accrue on the tenth day of the following month of the billing cycle from the due date until paid. (Ord. 02-01, 10-10-2002; amd. Res. 07-22, 9-6-2007)

G. F. Service Restoration Fee: Any water service disconnected or interrupted discontinued as a result of nonpayment shall be subject to a service restoration fee in such amount as established by resolution of the Town Council. The restoration fee shall be paid prior to reconnection or restoration of that service and must be paid in cash, cashier check or money order. Service restoration fees may be set from time to time by resolution of the town council.

G. Form Of Notice: Written notice of intent to discontinue or interrupt water service to the premises of a person, firm or corporation shall be known as "final notice" and shall be in substantially the form set out in exhibit 1-160, which is attached to the ordinance codified herein and on file in the town office. (Ord. 02-01, 10-10-2002; amd. 2003 Code)

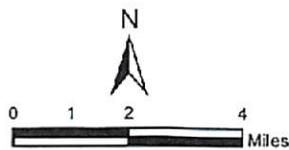
H. Unauthorized Use After Disconnection: It is unlawful for any person, after the water has been discontinued (turned off) from the premises for nonpayment of water charges or other violation of the ordinances, rules, regulations or resolutions pertaining to the water supply, to turn on or allow the water to be turned on or used. (Ord. 02-01, 10-10-2002)

Attachment E



- Canals to be Assessed
- Scoped Study Streams

Study Streams Cache County Risk MAP Project



Flooding Source	Reach Length	Reach Description	Study Level
Bird Creek Trib 1	1.0	from confluence with Bird Canyon Creek upstream approx. 1 mi	Approximate
Bird Creek Trib 2	0.5	from confluence with Bird Creek Trib 1 upstream to Thimbleberry Ln	Approximate
Cherry Creek	1.0	from 1400 E upstream to a point approx. 750 ft downstream of 2000 E	Detailed
Hell Canyon	1.5	from State Highway 23 upstream approx. 1.5 mi to the mouth of Hell Canyon	Limited Detail
Hyde Park Canyon	1.2	from approx 700 E upstream approx. 1.2 mi to eastern Hyde Park corporate limits	Approximate
Hyrum Slough	0.7	from Main Street upstream to Hyrum corporate limits, approx. 4800 S	Approximate
Hyrum Slough	0.2	from 200 E upstream to Paradise corporate limits, approx. 360 E	Approximate
Little Ballard Spring	1.2	from Highway 89 upstream to Meadow Lane	Limited Detail
Little Bear River	1.1	from 500 N upstream approx 1.1 miles to eastern Wellsville corporate limits	Detailed Study
Narrow Canyon Creek	0.7	from confluence with Wide Canyon upstream to 800 S	Limited Detail
Saddleback Road Spring	0.8	from 800 W upstream to 250 W	Approximate
Spring City Creek	1.4	from confluence with Clarkston Creek upstream approx. 1.4 mi	Detailed Study
Spring Creek	3.3	from confluence of Logan river upstream to approx. 200 S	Detailed Study
Summit Creek	2.5	from western Smithfield corporate limits at Birch Canyon Rd upstream to eastern Smithfield corporate limits at 800 E	Detailed Study
Blacksmith Fork Trib	1.1	from confluence with Blacksmith Fork upstream approx. 1 mi to Millville corporate limits	Detailed Study
Wellsville Canyon Creek	3.9	from confluence with Little Bear River upstream to mouth of Wellsville Canyon (approx. 0.5 mi upstream of Mt Sterling Rd)	Detailed Study
Wellsville Creek	0.8	from confluence with Wellsville Canyon river upstream to Wellsville Reservoir	Limited Detail
Wide Canyon	1.9	from confluence with Wellsville Creek upstream approx. 2 mi to mouth of Wide Canyon	Limited Detail
Wide Canyon Trib 1	0.7	from confluence with Wide Canyon upstream approx. 0.75 mi	Limited Detail