

River Heights City

River Heights City Council
Minutes of the Meeting
March 10, 2014

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

Present: Mayor James Brackner
Council members: Richard Okelberry
Geoff Smith
Dixie Wilson
Recorder Sheila Lind
Public Works Director Clayton Nelson
Treasurer Wendy Wilker
Excused: Councilmembers: Doug Clausen
Blake Wright
Finance Director Clifford Grover
Others Present: Gayle Brackner, Sheriff Chad Jensen, Chief Deputy Matt Bilodeau

The following motions were made during the meeting:

Motion #1

Councilmember Smith moved to “adopt the minutes of the February 24, 2015 Council Meeting, and the evening’s agenda.” Councilmember Okelberry seconded the motion, which passed with Okelberry, Smith and Wilson in favor. No one opposed. Clausen and Wright were absent.

Motion #2

Councilmember Okelberry moved to “pay the bills as listed.” Councilmember Smith seconded the motion, which passed with Okelberry, Smith and Wilson in favor. No one opposed. Clausen and Wright were absent.

Proceedings of the Meeting:

The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the River Heights City Building on Tuesday, March 10, 2015.

Opening Remarks and Pledge of Allegiance: Mayor Brackner opened the meeting with a prayer. PWD Nelson led the group in the Pledge of Allegiance.

Adoption of Previous Minutes and Agenda: Minutes of the February 24, 2015 Council Meeting, were reviewed.

Councilmember Smith moved to “adopt the minutes of the February 24, 2015 Council Meeting, and the evening’s agenda.” Councilmember Okelberry seconded the motion, which

46 **passed with Okelberry, Smith and Wilson in favor. No one opposed. Clausen and Wright were**
47 **absent.**

48 Pay Bills: The bills were presented and discussed.

49 **Councilmember Okelberry moved to “pay the bills as listed.” Councilmember Smith**
50 **seconded the motion, which passed with Okelberry, Smith and Wilson in favor. No one opposed.**
51 **Clausen and Wright were absent.**

52 Finance Director Report: In the absence of FD Grover, Mayor Brackner explained the
53 Combined Cash Investment Report.

54 Purchase Requisition Requests: The Council approved a bill to Rocky Mountain Power in the
55 amount of \$1,700 for an analysis on the street lights in River Heights.

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

- 57 • He attended a Rural Water training last week in St. George. Much of the information revolved
58 around cost savings and keeping up with the times. It was reiterated how much the city can
59 save by running the wells during off-peak hours. The new telemetry system will help with this
60 quite a bit. He hopes it will be up and running before summer. LED lights were also a hot
61 topic.
- 62 • The park restrooms have been opened for a while because of the warm weather. The tennis
63 nets are up and ready.
- 64 • The city greenwaste dumpster will arrive on March 16.

65 Administrative Report: Recorder Lind didn't have anything.

66 Public Comment: There was none.

67 Law Enforcement Contract: The Council had a chance to review copies of the contracts for law
68 enforcement and animal control. Councilmember Smith asked if the contracts are the same as they've
69 been in the past. Sheriff Chad Jensen said they have decreased the cost by about \$3/hour. He
70 explained how he refigured the cost after he took office. He's not in favor of long term contracts
71 because he doesn't know what each year will bring. Mayor Brackner asked for clarification on the
72 verbiage that says the city will provide office space for the deputy sheriff to do his work. Mr. Jensen
73 said this wording is for bigger cities and doesn't apply to River Heights.

74 Sheriff Jensen explained some other changes in the department that he hopes will improve their
75 efficiency. He is geared for consistency and communication. If there is a problem, he wants to know
76 about it early.

77 Mayor Brackner and the council thanked him and his staff for their efforts and the great job
78 they do.

79 Sheriff Jensen introduced Chief Deputy Matt Bilodeau. He asked if the star deputy had been in
80 contact with the city. Mayor Brackner didn't know who the star deputy was. Mr. Jensen will ask him
81 to get in contact and attend a council meeting to answer questions, if needed

82 Councilmember Wilson asked if major crime is covered in the city's contract. Sheriff Jensen
83 answered that the city is billed for patrol time only. Time spent on major crimes is paid for by their
84 department. She asked how the alcohol tax is handled. She was told it comes directly to the cities and
85 flows back to the sheriff department.

86 Councilmember Smith asked if they do ride-alongs. Sheriff Jensen said they do and the council
87 was welcome to ride with them. He discussed their efforts in educating the public. Mayor Brackner
88 explained he has taken a class from their department and highly recommended it to the council.

89 Councilmember Okelberry asked if they have discussed expanding animal control. Sheriff
90 Jensen said he is working on it. They picked up two more cities last year. He'd like to add another full
91 time officer.

92 Councilmember Wilson thanked the officers that have attended Apple Days. They have always
93 been very friendly and made a good impression with the citizens. Ms. Wilson asked what they could
94 do to help the Sheriff's office, besides paying their contract. Sheriff Jensen said he appreciates their
95 relationship with River Heights and hopes to break even every year, not to make money. He'd like the
96 city to contact him if they can be of any help.

97 Review Capital Project Prioritization: Mayor Brackner explained how he took each of the
98 council's responses to come up with a combined priority list, which he handed out and projected onto a
99 screen. He discussed his investigation into developing 800 South. Conservice may end up buying two
100 additional properties, which would necessitate them installing the road further east. The two remaining
101 property owners are not willing to pay for the road at this time. Mr. Brackner concluded that the city
102 shouldn't expend money on this road which will benefit only a certain number of people. He is going
103 to take this project off the list. PWD Nelson suggested, if the road is not opened then it will only
104 benefit Conservice; perhaps they could maintain it. He said if the road were put in now, while
105 Conservice was installing their portion, it would cost much less than later. Mayor Brackner is hopeful
106 that Conservice might consider contributing. The situation may resolve over the next year.

107 Councilmember Wilson asked why other people can't drive on the 800 South right-of-way if it
108 belongs to the city. PWD Nelson clarified, it was gated because it isn't a through street.

109 Mayor Brackner brought up a discussion on 600 East. It is bumpy (due to patch jobs) and he
110 recommended smoothing it out. PWD Nelson didn't agree. He feels the roads that are deteriorating
111 should be replaced, not good roads that are a little bumpy. He suggested fixing 600 East should be 10
112 years behind some of the other bad ones. He named several streets that need attention, such as 400
113 South. He showed printouts of photos he took on 400 South of crumbling asphalt compared to the
114 intact asphalt of 600 East.

115 Councilmember Okelberry asked about the road schedule the city had done a few years ago,
116 which outlined when roads would be redone and sealed. PWD Nelson said they are set up completely
117 different now, compared to then. Because things have changed, it's hard to follow it. Mr. Okelberry
118 asked if it would be advantageous to redo a road the same time as a water line gets fixed. Mr. Nelson
119 agreed it would be more cost effective to do them together and would support budgeting the two
120 projects together.

121 Mayor Brackner will remove a few of the projects from the list. He'll send out a revised list,
122 which they can discuss in two weeks.

123 Councilmember Okelberry asked about installing a drainage system on River Heights
124 Boulevard near 500 East. PWD Nelson said dry wells are not allowed within protection zones (near
125 the wells).

126 Mayor and Council Reports: Mayor Brackner asked Councilmember Okelberry if he would
127 consider putting together the quarterly newsletter. Mr. Okelberry agreed.

128 Mayor Brackner informed that Commission Chair Rex Davidsavor has resigned his position
129 because he is moving. He can stay up until April 21. Mayor Brackner suggested Randy Gnehm to
130 serve on the Commission. He asked Kerry Coleman a few months ago if he would consider serving;
131 he wasn't sure at that time. He asked the council to come up with some other suggestions.
132 Commissioner Royle's term will be up in October.

133 Mayor Brackner, Councilmember Clausen and PWD Nelson met with a group that is trying to
134 form a county water conservancy district. He explained that the state has gone into a water control
135 situation to protect Utah's water. Forty percent of the county's water must be sent to the Wasatch
136 Front. Cache County has water rights and would like to protect and retain the remaining 60%. Mayor
Brackner is supportive of contributing a minimum tax that would provide them with enough staff to

138 prove our demand for the valley's water. He encouraged the council to read their report. PWD Nelson
139 agreed it would be great to have a district to take care of these issues, but he's not sure it's worth the
140 expense. Councilmember Smith will read through the information, but right now he is opposed to the
141 idea. Councilmember Wilson likes the theory of it, but not the way they are taxing. Mr. Nelson would
142 like to see the conservancy group bring all the city's together when they explain their goals so they are
143 all getting the same information.

144 Mayor Brackner informed the Top of Utah Marathon will come through River Heights on the
145 19th of September.

146 Councilmember Smith reported on a library board meeting he attended and found very
147 informative. They are busier and check out more items than he realized. He found out it would cost an
148 additional \$150/week for additional library hours. Apple Days will be held on August 29th. City Clean
149 Up day will be April 25.

150 The meeting adjourned at 8:00 p.m.

151

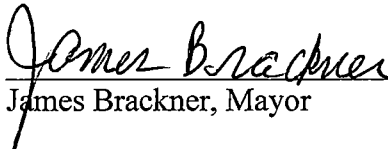
152

153

154

155

156


James Brackner, Mayor


Sheila Lind, Recorder

River Heights City Bills To Be Paid

March 10, 2015

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Al's Trophies & Frames, Inc.	Citizen of Year Frame (Annette)	\$47.76								\$47.76
2	AT&T Wireless	Cellular Phones	\$85.32						\$85.21	\$85.37	\$255.90
3	Bear River Health Department	Water Coliform Testing						\$40.00			\$40.00
4	Bridgerland-Cache Animal Hospital	Boarding-Chad Olsen (Billed/Collected)				\$64.40					\$64.40
5	Cache Valley Publishing	Public Notice Ad P&Z		\$52.74							\$52.74
6	Caselle, Inc.	Monthly Support & Maintenance	\$83.35						\$83.33	\$83.32	\$250.00
7	CenturyLink	Pump House Phone							\$49.24		\$49.24
8	Chevron & Texaco	Fuel for City Vehicles						\$77.15	\$77.12	\$77.12	\$231.39
9	City of Logan	Sewer Pretreat-911-Garbage-Recycle	\$11,881.60							\$6,078.10	\$17,959.70
10	Daines & Jenkins	Legal Fees	\$70.00								\$70.00
11	Ferguson Enterprises, Inc.	Municipal Well Broken Pressure Valve							\$532.79		\$532.79
12	Forsgren Associates, Inc.	800 South, Saddlerock, Conservice	\$312.50	\$1,250.00							\$1,562.50
13	Freedom Mailing Services, Inc.	Monthly Bill Processing	\$126.89						\$42.30	\$42.30	\$211.49
14	Interstate All Battery Center	Outside Lights	\$41.38								\$41.38
15	Lowe's	Shop Supplies			\$57.03			\$57.04	\$57.03	\$57.03	\$228.13
16	Nibley City	Legal Fees - Split with Sewer Entities	\$223.28								\$223.28
17	Peterson Plumbing Supply	Municipal Well Broken Pressure Gauge						\$6.82			\$6.82
18	Rocky Mountain Power	Field Audit P.O. 2015-PO004						\$1,700.00			\$1,700.00
19	Rocky Mountain Power	Electricity	\$96.89		\$98.38	\$22.80		\$1,229.59	\$2,452.92	\$64.47	\$3,965.05
20	Secure Instant Payments, LLC	Monthly Service Fee Feb-2015	\$11.65						\$11.65	\$11.65	\$34.95
21	South Fork Hardware	Rope & Tube			\$14.63			\$14.63	\$14.63	\$14.64	\$58.53
22	Stone Gate Homes	Zoning Clearance Refund	\$70.00								\$70.00
23	The Clean Spot	Floor Cleaner & Sweeping Compound, Tissue			\$134.26			\$15.32	\$15.32	\$15.31	\$180.21
24	Thomas Petroleum	City Truck Fuel						\$10.93	\$10.93	\$10.92	\$32.78
25	Thomson Electric Sales, Inc.	City Building Outside Lights	\$438.24								\$438.24
26	Thurcon, Inc.	500 South 500 East Water Leak							\$1,650.00		\$1,650.00
27											
28											
29											
30											
31											
32											
33											
34											
35											
36											
37											
38											
39											
40											
41											
42											
43											
44											
45											
46											

Page 1 SubTotals

\$13,488.86 \$1,302.74 \$304.30 \$87.20 \$3,111.48 \$5,122.47 \$6,540.23 \$29,957.28

Page 1 Total Amount to be Paid \$29,957.28

**RIVER HEIGHTS CITY
COMBINED CASH INVESTMENT
RUNNING TOTAL - LAST 12 MONTHS**

		March-15											
Combined Cash Accounts		Final Apr-14	Final May-14	Final Jun-14	Final Jul-14	Final Aug-14	Final Sep-14	Final Oct-14	Final Nov-14	Final Dec-14	Final Jan-15	Final Feb-15	Final Mar-15
01-1010	Checking-General	185,095.11	201,556.80	249,368.24	259,376.49	223,477.14	276,567.16	126,283.50	109,352.45	142,957.41	156,647.98	212,242.41	215,587.96
01-1020	PTIF	47,653.08	47,672.82	47,691.62	47,710.63	47,729.67	47,748.37	47,768.04	47,787.95	47,808.56	47,808.56	47,848.18	47,848.18
01-1025	Zions Savings	239,022.79	239,022.79	239,100.27	239,100.27	239,100.27	239,178.63	239,178.63	239,178.63	239,100.65	239,100.65	239,100.65	239,100.65
01-1030	Lewiston Savings	245,411.26	245,411.26	245,504.05	245,504.05	245,504.05	245,586.78	245,605.96	245,605.96	245,698.82	245,698.82	245,698.82	245,698.82
01-1035	Cache Valley Savings	245,944.08	245,994.21	246,042.73	246,092.88	246,143.04	246,191.59	246,241.77	246,290.34	246,340.54	246,340.54	246,436.11	246,436.11
01-1075	Utility Cash Clearing Account	(6,835.73)	4.13	-	-	-	-	-	-	-	-	(607.42)	(7,757.55)
	Total Combined Cash	956,290.59	979,662.01	1,027,706.91	1,037,784.32	1,001,954.17	1,055,272.53	905,077.90	888,215.33	921,905.98	935,596.55	990,718.75	986,914.17
01-1000	Cash Allocated to Other Funds	(956,290.59)	(979,662.01)	(1,027,706.91)	(1,037,784.32)	(1,001,954.17)	(1,055,272.53)	(905,077.90)	(888,215.33)	(921,905.98)	(935,596.55)	(990,718.75)	(986,914.17)
	Total Unallocated Cash	-	-	-	-	-	-	-	-	-	-	-	-
Cash Allocation Reconciliation													
10	Allocation to General Fund	304,547.98	308,424.98	328,977.56	320,028.57	251,963.75	268,139.25	96,550.48	64,336.50	(145,398.38)	176,250.67	212,855.34	211,710.80
	Allocation to Capital Projects												
40	Fund	300,905.36	314,230.37	314,307.14	314,328.79	314,352.67	314,425.50	314,455.20	314,479.61	534,630.58	210,590.21	210,620.80	210,620.80
51	Allocation to Water Fund	(28,548.61)	(12,044.37)	7,089.22	26,550.20	50,578.64	76,152.42	98,354.00	113,395.50	128,250.55	138,565.72	151,401.43	149,675.87
52	Allocation to Sewer Fund	379,385.86	369,051.03	377,332.99	376,876.76	385,059.11	396,555.36	395,718.22	396,003.72	404,423.23	410,189.95	415,841.18	414,906.70
	Total Allocations from Other Funds	956,290.59	979,662.01	1,027,706.91	1,037,784.32	1,001,954.17	1,055,272.53	905,077.90	888,215.33	921,905.98	935,596.55	990,718.75	986,914.17
	Allocations from Combined Cash Fund	(956,290.59)	(979,662.01)	(1,027,706.91)	(1,037,784.32)	(1,001,954.17)	(1,055,272.53)	(905,077.90)	(888,215.33)	(921,905.98)	(935,596.55)	(990,718.75)	(986,914.17)
	Check - Allocations Balance	-	-	-	-	-	-	-	-	-	-	-	-

1

**RIVER HEIGHTS CITY
CAPITAL PROJECTS RANKING FORM
FEBRUARY 2015**

Project Name	Estimated Cost
Annual commitment for sidewalks & ADA compliance	\$ 10,000
Seal Streets in the First Phase of the Saddle Rock Sub-division, 400 S. & others	\$ 45,000
Roof on City Office Building	\$ 10,000
Install fire hydrant on 100 East	\$ 30,000
Looping the water line on 700 South (\$50,000 to \$85,000-say \$65,000)	\$ 70,000
Smooth and seal coat 600 East from River Heights Dr. to 400 South (replace \$225,000)	\$ 40,000
Smooth and seal coat 600 East from 400 South to 600 South (replace \$225,000)	\$ 40,000
Acquire existing street lights & poles from Rocky Mountain Power	\$ 40,000
Repair 650 South	\$ 40,000
Build street on 800 South to connect existing street with the Conservice Project	\$ 180,000
Park property on brow of the hill next to the Providence Cemetery	Unknown
Replace street lights with LED lights as old ones need replacing (\$1,000 each)	????
Remove the old church on 500 East at 500 South Street	\$ 30,000
Install curb and gutters and repave 700 South from Summerwild Ave to 600 East	\$ 750,000
Curb & Gutter & Pave 400 S. from 400 E. to 500 E.	\$ 225,000
Repave Stewart Hill Court	\$ 140,000
Update River Heights City History	\$ 5,000
Curb & Gutter & Pave 400 S. from 500 E. to 600 E.	\$ 225,000
Shop Expansion	\$ 100,000
Replace 10" & 8" water lines in 600 East from 600 South to 800 South	\$ 180,000
Install curb and gutters and repave 600 South from 400 East to 600 East	\$ 600,000

Blake Wright	Dixie Wilson	Doug Clausen	Rich Okelberry	Geoff Smith	Council's Average
2		1	1	3	1.4
1		2	5	5	2.6
4		7	4	7	4.4
3		6	3	11	4.6
5		5	2	12	4.8
7		3	7	9	5.2
8		4	8	10	6
9		9	9	8	7
10		11	13	2	7.2
12		15	6	6	7.8
6		10	11	13	8
15		13	10	4	8.4
13		12	12	16	10.6
19		18	20	1	11.6
17		16	15	14	12.4
11		16	17	20	12.8
16		13	19	17	13
18		17	16	15	13.2
14		20	14	18	13.2
20		14	18	21	14.6
21		19	21	19	16

PATCH OR PAVE CITY DRIVEWAY ???
DIXIE'S EVALUATION NOT INCLUDED

2

**RIVER HEIGHTS CITY
CAPITAL PROJECTS RANKING FORM
FEBRUARY 2015**

Project Name	Estimated Cost	Blake Wright	Dixie Wilson	Doug Clausen	Rich Okelberry	Geoff Smith	Council's Average
Seal Streets in the First Phase of the Saddle Rock Sub-division, 400 S. & others	\$ 45,000	1	3	2	5	5	3.2
Roof on City Office Building	\$ 10,000	4	2	7	4	7	4.8
Annual commitment for sidewalks & ADA compliance	\$ 10,000	2	21	1	1	3	5.6
Looping the water line on 700 South (\$50,000 to \$85,000-say \$65,000)	\$ 70,000	5	5	5	2	12	5.8
Smooth and seal coat 600 East from River Heights Dr. to 400 South (replace \$225,000)	\$ 40,000	7	14	3	7	9	8
Install fire hydrant on 100 East	\$ 30,000	3	21	6	3	11	8.8
Park property on brow of the hill next to the Providence Cemetery	Unknown	6	7	10	11	13	9.4
Smooth and seal coat 600 East from 400 South to 600 South (replace \$225,000)	\$ 40,000	8	20	4	8	10	10
Acquire existing street lights & poles from Rocky Mountain Power	\$ 40,000	9	16	9	9	8	10.2
Repair 650 South	\$ 40,000	10	15	11	13	2	10.2
Remove the old church on 500 East at 500 South Street	\$ 30,000	13	1	12	12	16	10.8
Build street on 800 South to connect existing street with the Conservice Project	\$ 180,000	12	21	15	6	6	12
Install curb and gutters and repave 700 South from Summerwild Ave to 600 East	\$ 750,000	19	4	18	20	1	12.4
Replace street lights with LED lights as old ones need replacing (\$1,000 each)	????	15	21	13	10	4	12.6
Update River Heights City History	\$ 5,000	16	6	13	19	17	14.2
Shop Expansion	\$ 100,000	14	10	20	14	18	15.2
Curb & Gutter & Pave 400 S. from 400 E. to 500 E.	\$ 225,000	17	18	16	15	14	16
Replace 10" & 8" water lines in 600 East from 600 South to 800 South	\$ 180,000	20	8	14	18	21	16.2
Curb & Gutter & Pave 400 S. from 500 E. to 600 E.	\$ 225,000	18	17	17	16	15	16.6
Repave Stewart Hill Court	\$ 140,000	11	19	16	17	20	16.6
Install curb and gutters and repave 600 South from 400 East to 600 East	\$ 600,000	21	11	19	21	19	18.2

2
3
1
5
6
4
11
7
8
9
13
10
14
12
17
19
15
20
18
16
21

PATCH OR PAVE CITY DRIVEWAY
DIXIE'S EVALUATIONS NOT INCLUDED

???

**RIVER HEIGHTS CITY
CAPITAL PROJECTS
WHAT IF CONSIDERATIONS**

3

ASSUMPTIONS NUMBER 1 - 600 E projects will be patched & not replaced

As of 2/12/15

Project Name and/or Description	Est. Cost	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Roof on City Office Building	\$ 10,000		\$ 10,000						
Update History of River Heights from 1988 to present	\$ 5,000						\$ 5,000		
Sidewalk repair and replacement (\$10,000 annually)			\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Street Lights in Saddle Rock Subdivision	\$ 7,500	\$ 7,500							
Seal streets in Saddle Rock Subdivision, 400 S. & others with mineral bond	\$ 45,000		\$ 45,000	\$ 45,000					
Build Street on 800 South to connect existing Street to Conservice Project	\$ 180,000								
Acquire all street lights and poles from Rocky Mountain Power & Light	\$ 40,000		\$ 40,000						
Convert city lights to LED lights (\$1,000 per light up to 54)	???								
Demolish the old church on 500 East at 500 South Street	\$30,000				\$ 30,000				
Patch, smooth, & seal coat 600 East from River Heights Dr. to 400 South (6 yr)	\$ 40,000		\$ 40,000						\$ 225,000
Patch, smooth, & seal coat 600 East from 400 South to 600 South(6 yr)	\$ 40,000		\$ 40,000						\$ 250,000
Curb & Gutter & Pave 400 S. from 400 E. to 500 E.	\$ 225,000		\$ 225,000						
Curb & Gutter & Pave 400 S. from 500 E. to 600 E.	\$ 225,000			\$ 225,000					
Repair 650 South	\$ 40,000		\$ 40,000						
Curb & Gutter & Pave 600 South from 400 East to 600 East	\$ 600,000								\$ 600,000
Curb & Gutter & Pave & Sidewalk 700 South from Summerwild Ave. to 600 East	\$ 750,000					\$ 200,000	\$ 200,000	\$ 200,000	\$ 150,000
Stewart Hill Court-replace road surface	\$ 140,000				\$ 140,000				
Shop Expansion	\$ 100,000								\$ 100,000
City Driveway	???								
Cemetery & Park on Stewart Hill Drive	Unknown								
Replace 10" & 8" water lines in 600 East from 600 South to 800 South	\$ 180,000								\$ 180,000
Install fire hydrant on 100 East (S/B paid by Conservice & Nyman Fun. Home)	\$ 30,000								
Looping waterline on 700 South	\$ 70,000		\$ 70,000						
Replace asbestos water lines - Lamplighter Subdivision (not a present danger)	????								
Totals	\$ 2,757,500	\$ 7,500	\$ 520,000	\$ 280,000	\$ 180,000	\$ 210,000	\$ 215,000	\$ 210,000	\$ 1,515,000
Total cash balances estimated at beginning of year		\$ 1,027,706	\$ 911,262	\$ 591,262	\$ 511,262	\$ 531,262	\$ 521,262	\$ 506,262	\$ 496,262
Estimated receipts in excess of operating expenditures		\$ 219,151	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
Estimated capital expenditures		\$ 335,595	\$ 520,000	\$ 280,000	\$ 180,000	\$ 210,000	\$ 215,000	\$ 210,000	\$ 1,515,000
Estimated ending cash balances at end of year		\$ 911,262	\$ 591,262	\$ 511,262	\$ 531,262	\$ 521,262	\$ 506,262	\$ 496,262	\$ (818,738)

AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND THE
CITY OF RIVER HEIGHTS
FOR
LAW ENFORCEMENT SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Inter-local Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and City of River Heights, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

WITNESSETH:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described law enforcement functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary law enforcement protection and to enforce State laws and City ordinances (animal control not included, except for emergencies) within the corporate limits of the city of River Heights, to the extent and in the manner hereinafter set forth.
2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so

employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of deputies who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).
4. It is agreed that the Cache County Sheriff's Office will furnish all necessary law enforcement investigation, protection and service 24-hours per day to reasonably enforce all State laws, Federal statutes as far as they are applicable, and city ordinances as follows:
 - A. Municipal type police services provided under this Agreement include city ordinance enforcement (animal control not included, except for emergencies), traffic enforcement, routine patrol and minor crime investigation, responding to calls for service, community policing activities, policing public parades and other special public events.
 - B. It is agreed that the Sheriff's Office shall continue to provide to the CITY as a basic level of county-wide service the following: Investigation Division support (major crime investigation), NOVA program, School Resource program, Reserve Deputy Sheriff Corp support, Civil Division support (civil and criminal process), emergency management, search and rescue functions, and Drug Task Force participation.
 - C. It is agreed that the cost per hour for municipal type law enforcement services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
 - D. The CITY will insure that all monies allocated to the CITY by the State's Liquor Control Act grant will be forwarded to the COUNTY to be expended on liquor law enforcement activities exclusively within the CITY.

- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a patrol vehicle it shall be maintained, fueled, by the COUNTY during the period of this Agreement.
- F. The COUNTY will maintain, at the minimum, the following records and provide monthly reports of those records to the CITY pursuant to this agreement:
- i. The number and type of calls for services (incidents), and
 - ii. The number and type of citations, and
 - iii. The number and type of warnings, and
 - iv. The numbers of hours of service provided.
5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, firearms and other equipment necessary and incident to a modern law enforcement agency.
6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
- A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be ^{an} officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.
 - B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.
 - C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.
9. The COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or fault of the COUNTY, its officers, agents, and employees.
10. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.
11. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
12. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2015 and shall run for a one year period. With the consent of the Cache County Council and the River Heights City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.
In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period. Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.
13. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

14. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 prior to January 1, 2016, the beginning of Cache County's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered.
15. The parties agree that the CITY will provide office space of the CITY's choice located in the CITY building for administrative functions of the deputy sheriffs working in the city. Utilities (except the telephone) and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of his duties outside the CITY and adjacent thereto.

IN WITNESS WHEREOF, the City of River Heights, by approval of the River Heights City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, by approval of the County Council has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

Cache County
Approved as to form and as
Compatible with State law:

Craig Buttars, County Executive

ATTEST: (seal)

Clerk

CITY OF RIVER HEIGHTS

Approved as to form and as
Compatible with State law:

Legal Council

Mayor

ATTEST: (seal)

Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2015 through June 30, 2016. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$48.53 per hour. State Liquor Control Funds will be expended at \$48.53 per hour. State Liquor funds are not part of the contract dollars as they are pass through funds.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 10,288	212
TOTAL	\$	

State Liquor Funds can be paid to the COUNTY as the CITY receives them. The CITY agrees to meet or exceed the level of State Liquor Funds identified above.

The COUNTY will supply, at the direction of the Sheriff, approximately 577 hours additional patrol coverage as available to the CITY.

The CITY shall be charged for only one deputy when that deputy has an additional deputy in training working with them. Reserve deputies while performing their volunteer function will not be charged their time to the CITY of River Heights.

AGREEMENT
between
RIVER HEIGHTS CITY AND CACHE COUNTY
for
ANIMAL CONTROL SERVICES

This AGREEMENT is made and entered into pursuant to Section 11-13-1, Utah Code Annotated, 1953, as amended, commonly referred to as the Inter-local Cooperation Act, by and between Cache County, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY", and River Heights City, a municipal corporation of the State of Utah, hereinafter referred to as "CITY."

W I T N E S S E T H:

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described animal control functions within its boundaries by the County of Cache through the Sheriff thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutually advantageous to each party to enter into this Agreement; and

WHEREAS, it is anticipated that the services provided will be compensated by the CITY on a cost basis as hereinafter set forth and the respective entities have determined and agreed that the said amount is a reasonable, fair and adequate compensation for the providing of such services.

NOW, THEREFORE, in consideration of the promises and in compliance with and pursuant to the terms and provisions of the Inter-local Cooperation Act as herein above set forth, the parties hereby agree as follows:

1. The Cache County Sheriff's Office agrees to furnish all necessary animal control and to enforce State laws and City ordinances within the corporate limits of River Heights City, to the extent and in the manner hereinafter set forth.

2. The rendition of such services, the standards of performance, the discipline of deputies, and other matters incident to the performance of such services and the control of personnel so employed shall remain in the COUNTY. In the event of a dispute between the parties as to the extent of duties and functions to be rendered hereunder, or the minimum level or manner of

performance of such services, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto.

3. Without limiting, and in addition to any and all other legal and equitable remedies, the CITY'S Mayor and Council or other representatives, shall have an opportunity to meet and confer with the Sheriff and/or his designated contract representative to discuss any problems arising from its performance, the types of employees who will be performing services under this Agreement, and the anticipated costs for renewing this contract for any successive period(s).

4. It is agreed that the Cache County Sheriff's Office will furnish all *Emergency* animal control service 24-hours per day, ^{to} *all other animal control services will fall under regular business hours from 8:00 am to 6:00 pm Monday thru Friday* to reasonably enforce all state laws, federal statutes as far as they are applicable, and city ordinances as follows:

- A. Investigate complaints from the public regarding animal bites, nuisance, stray, uncontrolled, dangerous, wild, or diseased *domestic* animals. *Emergency animal control services will include the following: vicious animals, animal bites and traffic hazards involving domestic animals or livestock.*
- B. Patrol assigned areas, responded to calls for service, and issue citations for violations of animal regulations, ordinances, or laws.
- C. Impound stray, vicious, or diseased *domestic* animals or *livestock* according with city or state regulations, ordinance, or laws.
- D. It is agreed that the cost per hour for animal control services shall be determined by the Sheriff and the number of hours of service shall be determined by the CITY. The costs and hours of service are detailed in Exhibit A attached.
- E. It is agreed that the equipment furnished by the CITY is and shall remain the property of the CITY. If said property is a vehicle it shall be maintained, fueled, and insured by the COUNTY during the period of this Agreement.

5. For the purpose of performing the services provided herein, the COUNTY shall furnish all necessary labor, administration, equipment, uniforms, insignia, and other equipment necessary and incident to full fill animal control function.

6. It is agreed that in all instances where special supplies, stationary, notices, forms, and the like must be issued in the name of the CITY, the same shall be supplied by the CITY at its own expense.

7. For the purpose of performing the services and functions pursuant to this agreement;

A. For the purpose of giving official status to the performance thereof, every COUNTY sheriff's deputy and employee engaged in performing any such service and function shall be deemed to be officer or employee of the CITY. For purposes of liability, COUNTY deputies or employees shall not be deemed to be CITY officers or employees and the COUNTY shall be completely responsible for them as provided in paragraphs 8 through 11.

B. All sheriff's deputies and employees employed by the COUNTY to perform duties under the terms of this Agreement shall be COUNTY employees, and shall have no right to any CITY pension, civil service, or any other CITY benefits for services provided hereunder.

C. The sheriff's deputies and employees to be provided under the terms of this Agreement shall be appointed by the Cache County Sheriff's Office under its normal rules and practices of selection and hiring.

8. The CITY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the CITY in connection with the performance of this Agreement. The CITY shall indemnify and save the COUNTY free and harmless from all claims that arise as a result of the negligence or fault of the CITY, its officers, agents or employees.

9. The CITY shall be responsible for any costs associated with the housing of animals under impound.

10. The COUNTY shall be responsible for all damages to persons or property that occurs as a result of the negligence or fault of the COUNTY in connection with the performance of this Agreement. The COUNTY shall indemnify and save the CITY free and harmless from all claims that arise as a result of the negligence or fault of the COUNTY, its officers, agents, and employees.

11. The county shall include within its claims payment program any liability incurred as a result of the performance of this Agreement by COUNTY employees.

12. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.

13. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2015 and shall run for a one year period. With the consent of the Cache County Council and the River Heights City Council, this Agreement may be renewable for successive one year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding one year period, the CITY Council, not later than May 1st next preceding the expiration date of this Agreement, shall notify the Sheriff that it wishes to renew the same, whereupon the County Council, not later than May 15th, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 14 below, otherwise, such agreement shall finally terminate at the end of such one year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving 60 days prior written notice to the other party.

14. The CITY agrees to pay the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this Agreement. The rates in Exhibit A may be readjusted to be effective July 1st of each year, if this agreement is renewed, to reflect the cost of such service as determined by the Sheriff.

15. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 within 30 days after the (beginning, middle, or end) of the CITY's fiscal year. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest thereon at the rate of 1 per cent per calendar month in which the services were rendered. 11/1/86

16. If the parties agree that the CITY provides office space for administrative functions of animal control, utilities and janitorial services necessary to operate the office shall be paid by the CITY. It is further agreed that such quarters may be used by the Sheriff in connection with the performance of duties outside the CITY and adjacent thereto.

IN WITNESS WHEREOF, the City of River Heights, by approval of the River Heights City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk, and the County of Cache, by approval of the County Council has caused this Agreement to be signed by the County Executive and Attested by its Clerk and Keeper of the County Seal, all on the day and year appearing below their respective signatures.

City of River Heights

By: _____

Mayor

Date: _____

ATTEST: (Seal)

City Recorder

CACHE COUNTY

By: _____

County Executive

Date: _____

ATTEST: (Seal)

County Clerk

EXHIBIT A

This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2015 through June 30, 2016. The cost to furnish animal control services to City is \$32.00 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 6,144	192
TOTAL	\$	

Mayor River Heights City

Cache County Executive

Attest: _____

Attest: _____

City Recorder

Clerk of Cache County

Dated: _____

Dated: _____