

# River Heights City

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## COUNCIL MEETING AGENDA

**Tuesday, April 25, 2017**

Notice is hereby given that the River Heights City Council will hold its regular council meeting beginning at 5:30 p.m. in the River Heights City Office Building at 520 S 500 E.

- 5:30 p.m. Budget Workshop
- 6:30 p.m. Opening Remarks (Brackner) and Pledge of Allegiance (Clausen)
- 6:35 p.m. Adoption of Previous Minutes and Agenda
  - Pay Bills
  - Finance Director Report
  - Purchase Requisitions
  - Public Works Report
  - Administrative Report
  - Public Comment
- 6:50 p.m. Presentation of 2016 Royalty Scholarships/Introduction of 2017 Royalty Girls
- 7:00 p.m. Adoption of Law Enforcement and Animal Control Services with Cache County
- 7:10 p.m. Public Hearing to Discuss the Wastewater Contract with Logan City
- 7:40 p.m. Discuss Stormwater Inspection Fees
- 7:50 p.m. Discuss Tennis Light Bids
- 8:00 p.m. Mayor and Council Reports
- 8:20 p.m. Adjourn

Posted this 20<sup>th</sup> day of April 2017

  
\_\_\_\_\_  
Sheila Lind, Recorder

In compliance with the American Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sheila Lind, (435) 770-2061 at least 24 hours before the meeting.

# River Heights City

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## Council Meeting

April 25, 2017

Present: Mayor James Brackner  
Council members: Doug Clausen  
Robert "K" Scott  
Geoff Smith  
Dixie Wilson  
Blake Wright  
Recorder Sheila Lind  
Public Works Director Clayton Nelson  
Finance Director Clifford Grover  
Treasurer Wendy Wilker

Others Present: Gayle Brackner, Cindy Schaub

The following motions were made during the meeting:

### Motion #1

Councilmember Smith moved to "adopt the minutes of the April 11, 2017 Council Meeting and the evening's agenda with the royalty item moved to the beginning of the meeting." Councilmember Clausen seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

### Motion #2

Councilmember Clausen moved to "pay the bills as listed." Councilmember Scott seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

### Motion #3

Councilmember Scott moved to "adopt the Law Enforcement and Animal Control Services Contracts between Cache County and River Heights." Councilmember Smith seconded the motion, which carried with Clausen, Scott, Smith, Wilson and Wright in favor. No one opposed.

### Proceedings of the Meeting:

The River Heights City Council met at 5:30 p.m. in the Ervin R. Crosbie Council Chambers in the River Heights City Building on Tuesday, April 25, 2017 for a Budget Workshop and Council Meeting.

46 Budget Workshop: Mayor Brackner opened the workshop by handing out and discussing a  
47 Capital Projects Cash Availability Model. He asked if the \$10,000 for ADA sidewalks is set for each  
48 year. Councilmember Clausen reminded the upcoming 600 East road project will include ADA  
49 sidewalks, as well as the 700 South sidewalk in next year's budget. It was decided the \$10,000/year  
50 for ADA sidewalk amounts would be removed from the budget for these two years.

51 Councilmember Clausen asked if the tennis court resurfacing was planning to be paid for with  
52 RAPZ tax. Councilmember Wilson affirmed that was her plan. After discussing, it was decided this  
53 would be postponed to the 18-19 budget, so they can apply for a RAPZ grant in the spring of 2018.

54 FD Grover was available for council members to review their budgets with him.

55 Mayor Brackner closed the workshop at 6:25 p.m.

56  
57 At 6:30 p.m. Mayor Brackner opened the regular Council Meeting.

58 Presentation of 2016 Royalty Scholarships/Introduction of 2017 Royalty Girls:

59 Councilmember Smith recognized the royalty girls from last year by introducing them individually and  
60 having Mayor Brackner present them each with a \$100 scholarship. In attendance were Amy Bedell,  
61 Cami Madsen, Rachel Daines and Kirin Hancey. Absent was Lacey Tirey.

62 Peggy Smith introduced the 2017 girls by telling a little about each one, as the 2016 girls  
63 presented them with flowers and a tiara. The 2017 girls include Emily Ripplinger, Sara Dabel, Peyton  
64 Gines, Ammoriah Kailing, Eliza Matthews and Katelyn McCurdy.

65 Advisors to the girls were Peggy Smith, Roxanne Bilbao, Kristina Barfuss and Tami Bryan.

66 Mayor Brackner called the formal meeting to order at 6:45 p.m. He pointed out that Governor  
67 Herbert asked each city to proclaim May 4<sup>th</sup> as a Statewide Day of Prayer. He encouraged all to attend  
68 a Unity Breakfast on this date. Mayor Brackner felt strongly about signing the proclamation. He gave  
69 an opening prayer. Councilmember Clausen led the group in the Pledge of Allegiance.

70 Adoption of Previous Minutes and Agenda: Minutes of the April 11, 2017 Council Meeting,  
71 were reviewed.

72 **Councilmember Smith moved to "adopt the minutes of the April 11, 2017 Council  
73 Meeting and the evening's agenda with the royalty item moved to the beginning of the meeting."  
74 Councilmember Clausen seconded the motion, which passed with Clausen, Scott, Smith, Wilson  
75 and Wright in favor. No one opposed.**

76 Pay Bills: The bills were presented and discussed.

77 **Councilmember Clausen moved to "pay the bills as listed." Councilmember Scott  
78 seconded the motion, which passed with Clausen, Scott, Smith, Wilson and Wright in favor. No  
79 one opposed.**

80 Finance Director Report: FD Grover reported on the Financial Summary.

81 Purchase Requisition: There was one at the end of the meeting.

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

- 83 • The preconstruction meeting for the 600 East Road Project was held last week. Rupps plans to  
84 begin work May 8.
- 85 • The grading and sidewalk construction on the Sinclair Station has begun. The City will  
86 relocate and set a new meter.
- 87 • They will start redoing the float soon.
- 88 • There is a person looking at buying the 2014 truck. He's been getting a few calls about it. He  
89 reminded the price was set at \$29,800.

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

91 Public Comment: There was none.

92 Adoption of Law Enforcement and Animal Control Services with Cache County: Mayor  
3 Brackner reminded the two contracts were discussed at the last meeting. The contract for law  
94 enforcement is \$10,571.10. The amount for animal control is \$6,144.00.

95 **Councilmember Scott moved to “adopt the Law Enforcement and Animal Control**  
96 **Services Contracts between Cache County and River Heights.” Councilmember Smith seconded**  
97 **the motion, which carried with Clausen, Scott, Smith, Wilson and Wright in favor. No one**  
98 **opposed.**

99 Public Hearing to Discuss the Wastewater Contract with Logan City: Mayor Brackner  
100 discussed a handout which showed the water and sewer rates for surrounding cities. He explained  
101 River Heights’ water rate is higher to cover the reservoir bond the city needed in 2001. PWD Nelson  
102 also pointed out the rates are higher because River Heights’ water is from wells that need to be  
103 pumped, rather than gravity fed.

104 Mayor Brackner asked those in attendance to consider running for office and informed of a  
105 meeting for prospective candidates to be held on May 9.

106 Mayor Brackner asked for public comment regarding the four options he had outlined as  
107 possibilities. Noel Cooley asked how Logan arrived at the penalty figure. Mayor Brackner said the  
108 rate committee compared what River Heights is paying to what the other cities are paying from 2008 to  
109 2025. It’s unsure what rate the committee will set at the end of the current contract. Mr. Cooley asked  
110 how the city will raise the one million dollars, if Logan end up back charging. Mayor Brackner said it  
111 will be calculated into the monthly user fees, rather than a lump sum after 2025. He pointed out the  
112 difficulty in estimating this figure since its unknown. Mr. Cooley suggested, if the Council votes for  
113 Option 2, increasing the rates now, to offset that cost later.

114 Mayor Brackner discussed Option 3 versus Option 4. Logan will charge a collection fee of 42  
115 cents/1,000 gallons on Option 3. With Option 4, they will charge a collection fee of 27 cents/1,000  
116 gallons. The processing fee for both will be the same. Councilmember Clausen informed that the  
117 current contract only covers processing, not collection.

118 Mayor Brackner discussed the possibility of the fire contract rate going from \$48,000 to  
119 \$32,000 with Option 4.

120 Noel Cooley suggested going with Option 3 or 4.

121 Jerry Pence asked if Logan City is obligated to take River Heights’ wastewater. PWD Nelson  
122 said the contract states Logan can get out of the contract with a one year notice. Councilmember  
123 Clausen suspected if that happened River Heights could appeal to the State. Mr. Pence pointed out that  
124 River Heights has less than one percent of a vote, with no clout in the wastewater district. He sees that  
125 River Heights will get a huge penalty by staying with the current contract. He doesn’t think their 91  
126 votes will be very sympathetic to our 9 votes. He suggested Option 4 as a way to get this issue cleared  
127 up.

128 Milt Anderson believes River Heights wants to pay their fair share. He expressed appreciation  
129 for the low-cost contract in the past but feels now is the time to start paying our share.

130 Ted Wilson said for 32 years River Heights has been paying their fair share, plus. At the time  
131 of the contract Logan City needed River Heights to join their system. He said Logan has tried to  
132 blackmail River Heights out of the contract. They also haven’t been equitable on the fire contract. He  
133 pointed out there are other factors in this situation. He suggested staying with the present contract and  
134 setting the sewer rates to build up a reserve for the future. He pointed out that Logan has 35 homes  
135 that connect into the River Heights system, which would prevent them from cutting us off of their  
136 system.

137 Susan Ramsussen verified the contract with Logan is for a lagoon system, but by 2021 Logan  
138 will have a new system, which has different costs, but our lagoon contract won't be up until 2025.

139 Ken Sorensen reiterated that Logan City needed more homes on their system at the time of the  
140 contract. Ted Wilson said by getting River Heights to join, it saved Logan millions. Mr. Sorensen  
141 asked for clarification on how River Heights' residents are paying less than Logan's residents. Mayor  
142 Brackner said rates have become out of sync because at some point Logan residents were charged per  
143 connection, and River Heights is charged by flow. Mr. Wilson said we need to figure how much we're  
144 going to pay down the road and prepare for it. He asked how Logan's new plant was being funded.  
145 Mayor Brackner explained the different entities Logan is getting loans from, as well as money they  
146 have collected and saved from the other cities using their system. Ken Sorensen said we need to be  
147 prepared for increases by doing something immediately. He asked if we can go with another system.  
148 Mayor Brackner explained the other options aren't feasible yet. It is very difficult to get an EPA  
149 permit for discharge; it could take two or three years. There is the possibility of joining with Hyrum's  
150 system, which would be costly to transport that far and they would need to expand their system to be  
151 able to handle additional flow.

152 Bob Davis discussed past conversations he had with Wally Jibson, who was instrumental in the  
153 1975 contract. At the time, River Heights and Logan agreed it was the right thing to do. He doesn't  
154 feel we need to worry about fines in 2025 because punitive fees are against state statute when a  
155 contract is involved. Therefore, we shouldn't worry about threats. He sees the sewer and fire  
156 protection contracts as two separate things and should be viewed as such. He believes Logan will  
157 continue to act like a bully. He recommended staying with the current contract and urged River  
158 Heights to stick it out. They have fought hard to keep their contract. If the roles were reversed, he  
159 doubts Logan would be running to the aid of River Heights.

160 Ted Wilson recommended Option #2 and the building of a reserve to fight Logan in 2025. He  
161 isn't against helping pay for the new facility. Mayor Brackner pointed out that River Heights hasn't  
162 been paying in for the new facility for the past five years as the other cities. The River Heights share  
163 would be \$630,000.

164 Mayor Brackner informed that other cities have also agreed to pay a 5.5% maintenance fee,  
165 which ends up being transferred to Logan's general funds.

166 Ken Sorensen asked the feeling of the Council.

167 Councilmember Smith stated he has been in favor of staying with the current contract until the  
168 last meeting. He feels River Heights and Logan currently have amiable mayors and feels its time to  
169 clear up the contract issue.

170 Bob Davis said nothing about a contract is retroactive.

171 Councilmember Wright asked Mayor Brackner the difference between staying with the current  
172 contract versus going with the new contract, with no penalty fee. He answered the difference would be  
173 \$530,000.

174 Donnie Davis supports staying with the current contract. He said River Heights has been  
175 supporting Logan for many years and no one is supporting River Heights.

176 Ted Wilson was sure Logan's treatment plant would end up costing 20% more than they've  
177 estimated.

178 Mayor Brackner explained he is wearing two hats. His mayor hat says he'll do whatever the  
179 Council wants him to do. His Jim Brackner hat believes in a code of ethics, which revolves around the  
180 concept of fairness. He suggested stepping back and asking ourselves what is fair. The facts have  
181 changed since the two cities entered into the 50 year contract. Logan has been forced to go with a  
182 larger system. He suggested going with the new contract and make the change now.

183 The Council will discuss the issue, and perhaps vote, at their next meeting. Mayor Brackner  
4 informed, if River Heights desires to join in a new contract, they need to let Logan City know by the  
185 first of June. If we stay in the current contract, there is no deadline.

186 Councilmember Wilson stated she believes in ethics and fairness but wants to vote in favor of  
187 what the citizens want.

188 Ken Sorensen didn't believe anyone wants to be unfair. He believes we should do what is  
189 right.

190 Jerry Pence reminded the Council that they have heard from less than 1% of the citizens  
191 tonight.

192 Discuss Stormwater Inspection Fees: PWD Nelson explained that last fall there were some  
193 contractors fined by the EPA because they weren't following federal stormwater rules. He felt he was  
194 riding the contractors pretty hard, but now can see how much more strict the EPA's guidelines are than  
195 he realized. Some of the contractors have since asked if they could be more involved in knowing the  
196 guidelines so they would be aware and not get fined. Mr. Nelson suggested having JUB Engineers  
197 work with them since they are specialized in this area. The City would raise their stormwater building  
198 fees to cover the cost of JUB, who charges about \$100/inspection and he guessed they would inspect  
199 each home once a month. Generally, a home takes about three months to build so the fee could be  
200 \$300. It may cost the city a little more, but he feels it would be worth it to have JUB involved. They  
201 are willing to present to the Council what they offer. FD Grover asked if the city employees could  
202 come up to speed on being able to do the inspections that JUB would do. Mr. Nelson said this would  
203 require extra training, which would cost about \$500-700 quarterly. Councilmember Wright would like  
204 to get Engineer Rasmussen's opinion. Mr. Nelson has talked to him and he said it may not be a bad  
205 option, if the cost is reasonable.

206 Discuss Tennis Light Bids: Councilmember Wilson presented two bids, one from TEC for  
207 \$24,050 and the other from Kendrick for \$7,842. She feels the goal can be accomplished with either  
208 bid. Councilmember Clausen has heard LED street light heads are available for \$300 on the state  
209 contract. PWD Nelson was unsure what type of lights we would get for only \$300.

210 Councilmember Wilson suggested going with Kendrick. Councilmember Clausen said we  
211 should ask Kendrick if the city could buy the lights off the state contract and save some money.

212 Councilmember Scott said the two bids aren't comparing the same things and didn't believe  
213 they had enough information. PWD Nelson said both companies were asked to bid for, what they  
214 thought, would be sufficient lighting. He guessed both companies would install a brighter situation  
215 than is currently there. Councilmember Wright stated he is familiar with Kendrick and trusts them.

216 Councilmember Wright asked Councilmember Wilson if she'd considered hiring an electrical  
217 engineer to determine how many lumens are needed. PWD Nelson informed that Kendrick had an  
218 engineer do their bid. He pointed out that TEC is a large company and guessed they raised their bid  
219 because the job is small. He believed either company will stand behind their work. However, he  
220 recommended going with the low bid. Councilmember Wright agreed, but would like them to verify  
221 that the Kendrick bid would cover the job they need done. The others agreed and want to make sure  
222 the courts will be as well or better lit than they currently are. Ms. Wilson informed the cost could be  
223 \$1,000 more if there are wiring issues.

224 Purchase Requisition: PWD Nelson presented a request for new tennis court lights in the  
225 amount of \$7,842 from Kendrick. The council gave their advice and consent.

226 Mayor and Council Reports: Councilmember Clausen wanted the mayor to write a letter to  
227 the Utah Festival Opera Company, which would remind them of their June 1 deadline to get all the

228 upgrades on the building done. He would like them to submit a schedule of how they plan to  
229 accomplish it. The Council agreed. Mr. Clausen asked that this topic be on the next agenda.

230 Councilmember Scott reported on what he'd learned about using 911 reverse calls. Anyone on  
231 the Council or PWD Nelson has access to use the system in case of any emergency. It can also be used  
232 to get information out for specific projects or action items in certain areas of the city. Residents would  
233 need to be informed on how to tie their cell phone numbers to their address, which will connect them  
234 to the system. He will get a packet of information to each council member, which will explain how it's  
235 used. The city can also use it for an emergency drill.

236 Mayor Brackner handed out copies of his research findings, in regards to the 2002 land  
237 purchase of property north of the cemetery.

238 The meeting adjourned at 8:35 p.m.

239

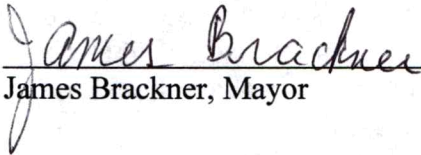
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James Brackner, Mayor

  
Sheila Lind, Recorder





River Heights City Bills To Be Paid

April 25, 2017

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Beazer Lock & Key, Inc.	Alarm Lock Spring, Service, Park Restroom			\$100.00						\$100.00
2	Belle Bridal	6 Royalty Dresses					\$960.00				\$960.00
3	Bennett's Paint	Red Traffic Paint						\$107.97			\$107.97
4	Cache Valley Publishing	Legal Ad	\$37.54	\$36.37							\$73.91
5	Cindy Schaub	Planning Commission		\$60.00							\$60.00
6	City of Logan	911, Garbage, Recycle, Sewer	\$11,487.10			\$1,914.00				\$9,370.27	\$22,771.37
7	CMPO	Local Match	\$232.00								\$232.00
8	Comcast	Business Internet	\$21.97						\$21.96	\$21.96	\$65.89
9	Daines & Jenkins	Legal Fees Kraus & Wastwater Contract	\$160.00						\$300.00		\$460.00
10	Danny Petersen	Planning Commission		\$60.00							\$60.00
11	Denny's Business Source	Office Supplies	\$22.95								\$22.95
12	George S. Eccles Ice Center	.64% of Treasury Sales Committed -01/2018			\$1,511.87						\$1,511.87
13	Jake Zollinger	Planning Commission		\$36.00							\$36.00
14	Janet G. Humphreys	Newsletter (waste water & storm)	\$150.00								\$150.00
15	Jed jAl-Imari	Sand Bag Machine & Attachments				\$900.00					\$900.00
16	Lance Pitcher	Planning Commission		\$48.00							\$48.00
17	Logan City	Water Consumption							\$278.92		\$278.92
18	Mark Malmstrom	Planning Commission		\$48.00							\$48.00
19	Napa Auto	Clip, Hydraulic Filter						\$20.75	\$10.37	\$10.37	\$41.49
20	Questar	Gas	\$51.37		\$89.39			\$46.01	\$109.52	\$46.01	\$342.30
21	Sign Pro	Door Sign Office/Dodge Decals	\$46.25					\$16.33	\$16.33	\$16.34	\$95.25
22	South Fork Hardware	Caution Tape, Bucket, Bolts, Spacers			\$12.66			\$15.86	\$44.21	\$14.26	\$86.99
23	Square One Printing	Office Supplies	\$468.32								\$468.32
24	The Clean Spot	Cleaning Supplies			\$57.65			\$57.66	\$57.66	\$57.66	\$230.63
25	Thunder Mountain Truck Outfitters	Nerf Bar for Truck						\$92.50	\$92.50	\$92.50	\$277.50
26	Utah League of Cities & Towns	2017-2018 Membership	\$880.66								\$880.66
27	Utah Local Government Trust	Workers Comp Monthly & New Truck Di	\$18.00		\$27.64			\$84.38	\$106.88	\$112.51	\$349.41
28	Whitaker Construction	Water Leak Repair/Hydrant Replace							\$330.79		\$330.79
29											
30											
31											
32											
33											
34	<b>Zions Visa (paid 04/23/2017)</b>										
35	Smiths Food	Gift Cards	\$81.37								\$81.37
36	ADOBE	Acropro	\$15.98								\$15.98
37	Utah Notary	Sheila Notary	\$75.00								\$75.00
38	Amazon	Lamination	\$32.16								\$32.16
39	Deseret Digital Media	Truck Sale Ad	\$50.00								\$50.00
40	Google	Gmail Domain	\$41.66								\$41.66
41	Nextiva	Office Phone/Fax	\$42.74						\$42.74	\$42.74	\$128.22
42	Crash Plan	Cloud	\$7.35								\$7.35
43											
44											
45											
46											
<b>Page 1 SubTotals</b>			<b>\$13,922.42</b>	<b>\$288.37</b>	<b>\$1,799.21</b>	<b>\$2,814.00</b>	<b>\$960.00</b>	<b>\$441.46</b>	<b>\$1,411.88</b>	<b>\$9,784.62</b>	<b>\$31,421.96</b>

Page 1 Total Amount to be Paid \$31,421.96

## **River Heights City Royalty 2017**

Sarah Dabel – (435) 787-4249 or 881-6036

Payton Gines – (435) 757-3610

Ammoriah Kailing – (435) 760-3079

Eliza Mathews – (435) 757-2538

Katelyn McCurdy – (208) 308-8253

Emily Ripplinger – (435) 750-7087

### River Heights City Royalty Mission Statement

River Heights City chooses young women (junior in high school) each year, usually in March, to serve as the River Heights City Royalty. The Royalty will serve for one year. It is the responsibility of the royalty to follow through with assignments such as the parade schedule. Mission of the River Heights City Royalty is as follows:

1. Royalty is chosen to represent the city in parades throughout Cache County beginning in May and going through the summer into fall.  
The city provides the float for the Royalty. Royalty should coordinate parade schedule to make sure at least 4 girls attend each parade.
2. Royalty also provides service at city activities including Apple Days (August 26, 2017) and the Christmas Tree Lighting (November 27, 2017). They may be asked to help with the float construction. The city appreciates any other service they are willing to offer.
3. River Heights chooses young women to serve the city as Royalty to recognize youth who are exemplary citizens.
4. River Heights chooses Royalty to encourage citizenship and give opportunity for service and responsibility.
5. River Heights chooses Royalty to provide experience to young women in skills that will help them be successful in life such as communication skills, how to represent themselves well, and how to work well with the public.
6. River Heights will provide dresses and accessories for those chosen as Royalty.
7. River Heights will provide a small gift to each of the Royalty at the end of their tenure, some of which depends upon fulfilling responsibilities.

River Heights is a great place to live. Thank you for being willing to serve the community in this capacity.

River Heights City  
 Financial Summary  
 April 25, 2017

**Cash Balance By Fund**

	03/31/17	04/25/17	Net Change	% of Total
General Fund	355,334.56	354,104.84	(1,229.72)	28.17%
Capital Projects Fund	(14,816.24)	(45,144.15)	(30,327.91)	-3.59%
Water Fund	190,818.69	166,096.47	(24,722.22)	13.21%
Sewer Fund	806,685.77	782,081.56	(24,604.21)	62.21%
<b>Total Cash Balance</b>	<b><u>1,338,022.78</u></b>	<b><u>1,257,138.72</u></b>	<b><u>(80,884.06)</u></b>	100.00%

**Budget Summary - June 30, 2017**

		YTD Actual	Annual Budget	Unexpended Budget	% Of Budget Incurred	% Of Time Incurred
<b>General Fund</b>						
Revenue		599,663.87	633,970.00	34,306.13	94.59%	81.92%
Expenditures	Administrative	116,678.43	154,214.00	37,535.57	75.66%	81.92%
	Office	11,992.54	14,525.00	2,532.46	82.56%	81.92%
	Community Affairs	12,451.54	18,300.00	5,848.46	68.04%	81.92%
	Planning & Zoning	4,365.14	11,100.00	6,734.86	39.33%	81.92%
	Public Safety	89,609.99	99,480.00	9,870.01	90.08%	81.92%
	Roads	71,566.84	104,843.00	33,276.16	68.26%	81.92%
	Parks & Recreation	42,476.47	71,446.00	28,969.53	59.45%	81.92%
	Sanitation	100,658.98	124,000.00	23,341.02	81.18%	81.92%
	Transfer To CP Fund	-	-	-		
Total Expenditures		<u>449,799.93</u>	<u>597,908.00</u>	<u>148,108.07</u>	75.23%	81.92%
<b>Net Revenue Over Expenditures</b>		<b><u>149,863.94</u></b>	<b><u>36,062.00</u></b>	<b><u>(113,801.94)</u></b>		
<b>Capital Projects Fund</b>						
Revenue		51.16	100.00	48.84		81.92%
Expenditures	Administrative	-	28,000.00	28,000.00		81.92%
	Parks & Recreation	19,547.50	-	(19,547.50)		81.92%
	Roads	144,707.16	423,000.00	278,292.84		81.92%
	Electricity	4,162.74	-	(4,162.74)		81.92%
Total Expenditures		<u>168,417.40</u>	<u>451,000.00</u>	<u>282,582.60</u>		81.92%
<b>Net Revenue Over Expenditures</b>		<b><u>(168,366.24)</u></b>	<b><u>(450,900.00)</u></b>	<b><u>(282,533.76)</u></b>		
<b>Water Fund</b>						
Revenue		305,227.08	333,600.00	28,372.92	91.49%	81.92%
Expenditures		<u>296,732.82</u>	<u>219,213.00</u>	<u>(77,519.82)</u>	135.36%	81.92%
<b>Net Revenue Over Expenditures</b>		<b><u>8,494.26</u></b>	<b><u>114,387.00</u></b>	<b><u>105,892.74</u></b>		
<b>Sewer Fund</b>						
Revenue		141,815.66	176,312.00	34,496.34	80.43%	81.92%
Expenditures		<u>182,138.79</u>	<u>169,143.00</u>	<u>(12,995.79)</u>	107.68%	81.92%
<b>Net Revenue Over Expenditures</b>		<b><u>(40,323.13)</u></b>	<b><u>7,169.00</u></b>	<b><u>47,492.13</u></b>		

AN INTERLOCAL AGREEMENT BETWEEN  
CACHE COUNTY  
AND  
RIVER HEIGHTS CITY  
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 Interlocal 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."

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 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 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, and insured 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 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. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, 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 wrongful acts of the CITY, its officers, agents or employees.

9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, 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 wrongful acts of the COUNTY, its officers, agents, and employees.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim to any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claim.
11. Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, 2017 and shall run for a one year period. With the consent of 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 Sheriff, not later than May 15th, may notify said CITY Council of his or her 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.

12. 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.

13. The CITY agrees to remit the contract amount to the Cache County Auditor, 179 North Main Street, Logan, Utah 84321 on or before December 31, 2017. 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.



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, 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:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Craig Buttars, County Executive

ATTEST: (seal)

\_\_\_\_\_  
Clerk

CITY OF River Heights  
Approved as to form and as  
Compatible with State law:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
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, 2017 through June 30, 2018. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$50.49 per hour. State Liquor Control Funds will be expended at \$50.10 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$ 10,571.10	211
<b>TOTAL</b>	<b>\$ 10,571.10</b>	

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, 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 charge their time to the CITY.

AN INTERLOCAL AGREEMENT BETWEEN  
CACHE COUNTY  
AND  
RIVER HEIGHTS CITY  
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 Interlocal 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."

WITNESSETH:

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 Interlocal 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 animal control services which fall under regular business hours from 8:00 am to 6:00 pm, Monday thru Friday, and all *emergency* animal control services 24-hours per day, 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, respond 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 to 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. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, 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 wrongful acts of the CITY, its officers, agents or employees.
9. The CITY shall be responsible and indemnify COUNTY for any costs associated with the housing of impounded animals or any other costs associated with the Animal Welfare Act of Utah.
10. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, 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 wrongful acts of the COUNTY, its officers, agents, and employees.

11. Except as herein otherwise specified, the CITY shall not be liable for any workers' compensation claim to any COUNTY employee for injury or sickness arising out of his or her 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, 2017 and shall run for a one year period. With the consent of 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 Sheriff, 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 on or before December 31, 2017. 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.

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 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:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Craig Buttars, County Executive

ATTEST: (seal)

\_\_\_\_\_  
Clerk

CITY OF River Heights  
Approved as to form and as  
Compatible with State law:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Mayor

ATTEST: (seal)

\_\_\_\_\_  
City Recorder

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, 2017 through June 30, 2018. The cost to furnish animal control services to River Heights City is \$32.00 per hour.

<b>CATEGORY</b>	<b>AMOUNT</b>	<b>HOURS OF SERVICE</b>
Contract Funds	\$ 6,144.00	192
<b>TOTAL</b>	<b>\$ 6,144.00</b>	



**MONTHLY SEWER AND WATER RATES IN SELECTED CITIES IN CACHE COUNTY**

**As of 1 May 2017**

	Hyde Park	Logan	Nibley	North Logan	Providence	Richmond	River Heights	Smithfield	Average
Sewer	\$ 35.00	\$ 27.31	\$ 42.00	\$ 22.10	\$ 29.15	\$ 49.00	\$ 19.05	\$ 24.00	\$ 30.95
Water:									
Base amount and for first 10,000 gallons	\$ 26.00	\$ 25.90	\$ 10.50	\$ 22.81	\$ 23.25	\$ 56.00	\$ 32.75	\$ 15.00	\$ 26.53
For next 10,000 gallons to 20,000 gallons	\$ 5.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 7.50	\$ 10.00	\$ 7.50	\$ 6.00	\$ 9.65
For next 10,000 gallons to 30,000 gallons	\$ 5.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 7.50	\$ 10.00	\$ 7.50	\$ 7.00	\$ 9.78
For next 10,000 gallons to 40,000 gallons	\$ 5.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 7.50	\$ 10.00	\$ 10.00	\$ 7.00	\$ 10.09
For next 10,000 gallons to 50,000 gallons	\$ 5.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 7.50	\$ 10.00	\$ 10.00	\$ 7.00	\$ 10.09
For next 10,000 gallons to 60,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
For next 10,000 gallons to 70,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
For next 10,000 gallons to 80,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
For next 10,000 gallons to 90,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
For next 10,000 gallons to 100,000 gallons	\$ 10.00	\$ 16.00	\$ 9.50	\$ 15.70	\$ 15.00	\$ 10.00	\$ 10.00	\$ 7.00	\$ 11.65
Over 100,000 gallons - rates vary									

Note 1 - This is a base rate & varies. \$1.96 per 1,000 gallons of water used is added to this base rate.

Note 2 - This is calculated using a base rate of \$7.11 plus a usage amount of \$1.57 per 1,000 gallons used.

Note 3 - Smithfield is planning to raise their water rates and is presently studying their costs.

The present voting structure for the Regional Wastewater Treatment Rate Committee is as follows:

<u>City</u>	<u>Votes</u>
Logan	665
Smithfield	63
North Logan	116
River Heights City	9 (these votes are suspended until RHC signs the new contract)
Providence	68
Hyde Park	41
Nibley	<u>38</u>
Total Votes	<u>1,000</u>

The new wastewater facility will be funded by a \$70 million .75% interest rate Water Quality Board loan, a \$10 million 1.5% Community Impact Board loan, a \$25 million fund already raised by Logan and the other five cities, and the remaining \$11.5 million that will be raised by a rate increase to all users except RHC. This facility is expected to come online in 2021-22.

**Some Possible Decisions and Outcomes**

Following are four possible decisions and their cost:

<u>Cost of options for RHC</u>	<u>Cost</u>
No. 1 - Keep the present contract and in 2025 renegotiate the price	\$?????????
No. 2 - Keep the present contract and in 2025 pay the penalty they demand	\$1,248,676
No. 3 - Keep the present contract and Pay RHC share of new plant costs	\$ 630,290
No. 4 - Sign the new contract	\$ 626,939

The 2016-17 amount RHC bills per connection per month is composed of the following:

Charges for treatment billed by Logan	\$ 7.42
Collection cost for shared pipes billed by Logan	<u>\$ 3.31</u>
Total billed by Logan	\$ 10.73
Collection cost for RHC to service the system	<u>\$ 8.32</u>
Total billed	<u>\$ 19.05</u>

Amount RHC will bill under each of the above four options, keeping the \$8.32 collection cost the same:

<u>Option</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
No. 1	\$19.05	\$ 19.05	\$ 20.34	\$ 21.77	\$ 23.45	\$ 25.19
No. 2	\$19.05	\$ 19.05	\$ 20.34	\$ 21.77	\$ 23.45	\$ 25.19
No. 3	N/A	\$ 31.15	\$ 34.01	\$ 37.19	\$ 40.92	\$ 44.79
No. 4*	N/A	\$ 26.59	\$ 29.11	\$ 31.82	\$ 34.93	\$ 38.36

\*Does not include savings of approximately \$16,000/year from newly proposed Fire Protection contract.

*James W. Brackner*  
Mayor

April 18, 2017

**Dear Citizens of River Heights City,**

Because of changed circumstances, our city government is once again reconsidering its wastewater treatment agreement with Logan. **We invite each of you to a public hearing on April 25, 2017 at 7:10 p.m. in the River Heights City Office Building located at 520 South 500 East to give your input.**

#### **History of Wastewater Contracts with Logan**

In 1975 River Heights City (RHC) was invited by Logan to send our wastewater to Logan for processing in its newly constructed system that included the lagoon evaporation ponds. Historical notes indicate that a wastewater expert from the Utah Water Board stated that it was favorable for Logan to mix their excess water in the Island area with River Heights' more dense wastewater. The two cities signed a 50-year contract in which they basically agreed to share the cost of treatment. At that time the cost was \$.10 per thousand gallons of wastewater treated and RHC would pay Logan monthly based on the gallons processed. Any change in billing rates by Logan to its citizens would be recognized by an exact same rate change to RHC. However, a difference in charges began to emerge because River Heights was billed by the quantity of wastewater processed and Logan billed their citizens based on connections serviced. In the summer of 1991, Logan sought to increase their billing to RHC beyond the agreement amount; but RHC refused to pay the increase and Logan sued RHC. The court ruled in favor of RHC.

In 2002 Logan was required by the state to make upgrade improvements to its system, and once again Logan sought to increase their billing; but RHC refused to pay the increase beyond the original contract agreement amount. After several months of negotiating, Logan agreed to the original contract amount.

Over the years, the rate charged to RHC has gradually increased so that now the amount billed is \$.92 per thousand gallons of wastewater processed while the other five cities that contract with Logan (Smithfield, Hyde Park, North Logan, Providence, and Nibley) pay \$1.85 per thousand gallons processed.

#### **Present Circumstances**

In 2014 Logan was notified by EPA officials that it must replace the lagoon evaporation system with a new system to comply with EPA regulations. This new system will cost an estimated \$116.5 million. The six cities that contract with Logan, including RHC, negotiated with Logan officials for about two years and cobbled together a 30-year contract that the other five cities have signed. Because the amount to be charged on this new contract was considerably more than the present contract RHC has had since 1975, and after receiving public input at a public hearing, the RHC Council elected not to sign it.

The other five cities that contract with Logan have had short-term contracts and thus have been renegotiated several times. They all have similar contracts and the rates are the same, \$1.85 per thousand gallons of wastewater processed. Some representatives from the five cities resent the favorable rate billed to RHC and voiced their dissent at the Regional Wastewater Treatment Rate Committee meeting. They are proposing that, if RHC does not sign the new agreement then when the 1975 RHC contract ends in 2025, the rates charged in a new contract that RHC will need to negotiate will be increased so the Logan Wastewater District will recover the amount of \$1,248,676. This is the difference in the amounts RHC will have paid and what they would have paid if our contract were the same as the other five cities from 2008 through 2025. It is questionable whether this can be done legally, but RHC will have to renegotiate our contract with this same rate committee and who knows what their disposition will be in 2025.

TEC Electric and Kendrick Electric bids for tennis lights 4-11-2017

TEC Repair timing system: \$650.00

Kendrick repair timing system: \$398.00

TEC Replace existing lights etc: \$450.00 X 12 = \$5400.00

**\$5400.00 + 650 = \$6050.00**

Kendrick Replace existing lights:

**\$3336.00 + 398 = \$3734.00**

TEC Replace existing head with LED:

1950.00 X 3 = \$5850.00 per pole

\$5850.00 X 4 = \$23,400.00

**\$23,400.00 + 650 = \$24,050.00**

Kendrick Replace existing with LED:

**\$7842.00 (includes timing system)**

TEC If only has to put 2 light per pole:

1950.00 X 2 = \$3900.00 per pole

\$3900.00 X 4 = \$15,600.00

**\$15,600 + 650 = \$16,250.00**

There are cost that are not included: Look on bid sheets.

**RIVER HEIGHTS CITY**  
**ANALYSIS OF LAND PURCHASE FROM THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**

Date	Description of Transaction
7/8/2002	Special Warranty Deed transferring land from Corp. of Presiding Bishop of The Church of Jesus Christ of LDS (GRANTOR) to River Heights City (GRANTEE) (recorded in Cache County on 7/31/2002)
7/22/2002	Settlement Statement shows sale price of \$141,000 plus settlement charges of \$125 for \$141,125 total due from borrower before deductions; which were earnest money deposit of \$1,000, seller finance note of \$94,000, and property tax liability assumed of \$325.81 for a net cash payment due of \$45,799.69.
7/31/2002	Policy of Title Insurance issued by Hickman Land Title Company for \$141,000 to River Heights City
7/31/2002	River Heights City Mayor signed promissory note to The Corporation of the Presiding Bishop of The Church of Jesus Christ of LDS in the amount of \$94,000 bearing 7% interest. To be paid as follows: \$47,000 with accrued interest on 1 Aug 2003 and \$47,000 with accrued interest on 1 Aug 2004.
8/30/2004	Substitution of Trustee from Presiding Bishop of Church of Jesus Christ of LDS to Rolf H. Burger
8/31/2004	Deed of Reconveyance from Rolf H. Berger, Trustee to River Heights City (recorded in Cache County on 9/8/2004)
3/18/2014	In a discussion with Rob Gines, who was a city council member at the time of the land purchase, the funds to purchase the land came from general funds (perhaps borrowed from the sewer fund) and approximately \$6,000 from accumulated park impact fees.

# 12,000 ??

# River Heights City

Mayor: Vic Jensen  
Recorder: Sheila Lind  
Treasurer: Annette Smith  
Assistant Clerk: Tamara Rogers  
Public Works: Kent Parker

**REGULAR MEETING**  
**RIVER HEIGHTS CITY COUNCIL**  
**Tuesday, May 28, 2002**  
**6:00 P.M.**

City Council  
Gladys Ann Atwood  
Noel Cooley  
O. Brent Greenhalgh  
Debbie Rees  
Mary Yancey

Notice is hereby given that the River Heights City Council will hold it's regular council meeting on the 28<sup>th</sup> of May, 2002, at the River Heights City Office Building, 520 S 500 E, which meeting shall begin promptly at 6:00 p.m. The agenda shall be as follows:

- 6:00 p.m. Prayer and Pledge of Allegiance
- 6:05 p.m. River Ridge Estates, Dan Hogan Development
- 6:15 p.m. Business License Review
- 6:30 p.m. Adoption of Previous Minutes and Agenda
- 6:40 p.m. Pay Bills
- 6:55 p.m. Public Comment
- 7:05 p.m. Administrative Report
- 7:10 p.m. Public Works Director Report, Kent Parker
- 7:25 p.m. Approval of Storm Water Run-off Committee
- 7:30 p.m. Resolution Supporting the Creation of the Cache Unified Emergency Medical Service Advisory Board
- 7:35 p.m. Closed Session to Discuss the Purchase of Real Property
- 7:50 p.m. Discussion of the 2002-2003 Tentative Budget
- 8:30 p.m. Mayor and Council Reports:
  - Gladys Ann Atwood      -Noel Cooley      -Brent Greenhalgh
  - Debbie Rees              -Mary Yancey
- 9:00 p.m. Adjourn

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Sheila Lind, City Recorder, (435) 752-6172 at least 24 hours before the meeting.

Posted this 24<sup>th</sup> day of May  
Sheila Lind  
Sheila Lind, Recorder

108 Water Run-off Committee.

109 Resolution Supporting the Creation of the Cache Unified Emergency Medical Service  
110 Advisory Board: Mayor Vic Jensen presented the resolution.

111 The council doesn't understand why it takes a whole organization to take care of  
112 emergency service. River Heights isn't involved in providing ambulance service. The council  
113 wonders what the benefit would be to River Heights to sign the resolution. It isn't stated in the  
114 resolution who will fund this organization. The Council feels it is too open ended. They are  
115 afraid of additional charges that aren't stated. Mayor Jensen will call County Executive Lynn  
116 Lemon to get more information.

117 Closed Session to Discuss the Purchase of Real Property: Council member Debbie Rees  
118 moved to "go into a closed session to discuss the purchase of property." Council member  
119 Noel Cooley seconded the motion which carried.

120 After coming back into an open meeting the following motion was made:

121 Council member Mary Yancey moved that "this council and mayor move forward  
122 to purchase approximately 4 acres, just north of the Providence Cemetery, owned by the  
123 LDS church, in the amount of \$141,000, to be paid in 3 equal payments with an interest  
124 rate to be determined later. The intended purpose of the purchase of the property would  
125 be for a future park or cemetery. Council member Noel Cooley seconded the motion which  
126 carried.

127 Discussion of the 2002-2003 Tentative Budget: Council member Noel Cooley made  
128 suggested changes to the budget. Discussion was held on the need for codifying the city's  
129 ordinances. The council is supportive of having this expense stay in the budget, although they  
130 aren't approving expending the money until they know more about it.

131 Discussion was held on some of the items in the community affairs budget. Council  
132 member Debbie Rees feels that the float can be the same for two years in a row in order to save  
133 the city money. Kent Parker disagreed. He feels the city should be able to at least change the  
134 colors of the float every year. He thinks River Heights needs a pretty float to represent the city,  
135 and says the girls on the float enjoy representing the city on a beautiful float. Ms. Rees feels the  
136 Community Affairs budget is fine the way it is.

137 Discussion was held on the impact fees for parks. There is \$15,000 that has been  
138 collected from impact fees for parks. The Council suggested using this money for the purchase  
139 of the land previously discussed in the meeting. There was also discussion on the tennis court  
140 lights. The cost to bring the lights into accordance with the River Heights City Lighting  
141 Ordinance would be about \$10,000. After discussion the council decided to remove this project  
142 from this years budget because of the expense.

143 The Council discussed their interest in trying out Polygreen's nutrismoist system on a  
144 section of the park lawn to see how it would work. The council agreed to budget \$3,000 to try it.  
145 Kent Parker suggested using it on the south side of the walk in the park.

146 Council member Noel Cooley stated that sewer rates could be raised by \$3 per month due  
147 to Logan City raising the rates to pay for the new sewer system. He reported an excess amount of  
148 money in the sewer fund. If the rates are not raised then the city will still increase its sewer fund  
149 revenue by \$9,000. He suggested that the city could transfer some money out of the sewer fund  
150 to the general fund to help pay for other expenses. Mayor Jensen feels that the sewer rate should  
151 still be raised. The Council agreed to raise the sewer rate by \$2 per month. This will be done by  
resolution at the next council meeting.

152 Mayor and Council Reports: Council member Debbie Rees reported meeting with Ryan

# River Heights City

Mayor: Vic Jensen  
Recorder: Sheila Lind  
Treasurer: Annette Smith  
Assistant Clerk: Tamara Rogers  
Public Works: Kent Parker

City Council  
Gladys Ann Atwood  
Noel Cooley  
O. Brent Greenhalgh  
Debbie Rees  
Mary Yancey

## River Heights City Council Minutes of the Executive Session of the River Heights City Council

The River Heights City Council voted to go into a closed meeting on May 28, 2002. The meeting was held in the Ervin R. Crosbie Council Chambers in the River Heights City Building.

Present were: Mayor	Vic Jensen
Council members:	Gladys Ann Atwood
	Noel Cooley
	Brent Greenhalgh
	Debbie Rees
	Mary Yancey
Recorder	Sheila Lind
Public Works Director	Kent Parker
Treasurer	Annette Smith

The purpose of the executive session was to discuss the purchase of property, pursuant to the provision of Section 52-4-5 of the Open and Public Meeting Law.

Mayor Jensen reviewed that two meetings ago Kent Parker stated that the church property, north of the Providence Cemetery, was going to go up for sale. The council agreed to look into the possibility of purchasing the ground. Mayor Jensen met with realtor Jay Harrison, who informed that the listed price is \$146,000. Mr. Harrison asked the mayor to get back with him soon since there are other parties that are interested in the property. Mayor Jensen had the ~~feeling~~ <sup>felt</sup> that the council was very interested so he acted by having the city treasurer put down \$1,000 as earnest money. The money is refundable if the city ~~changes their mind~~ <sup>council votes not to purchase the property.</sup> Mayor Jensen stated that Bob Davis owns a 1' protection strip on the east side of the property. Mr. Parker explained that this won't be a problem since the entrance can be from the west.

Council member Brent Greenhalgh was concerned with the city being able to afford the property. Treasurer Annette Smith stated that the city has enough money to pay the full amount now, but the church is willing to take payments in 3 installments, over 3 years. The City Auditor has stated that it would be a good investment for the city.

Discussion was held on what the city's idea of the land use would be. The Council agreed that the intent should be to use it for a park or cemetery - something that would benefit the citizens. It was agreed that the city shouldn't be in the business of developing. Sewer and water are already to the property.

Council member Mary Yancey stated that one of the projects on the capital facilities plan states that the city will purchase land for parks. Council member Noel Cooley stated that the



plan says it will be done by the year 2004.

Kent Parker read a statement from Council member Gladys Ann Atwood. She is supportive of the city purchasing the land.

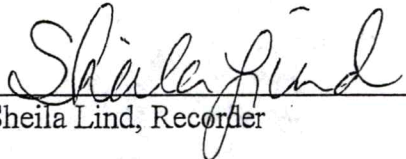
Discussion was held on the use of the land as a city park or a cemetery.

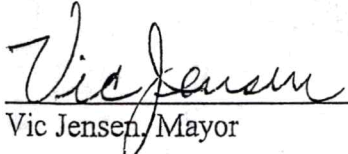
Mayor Jensen stated that he has been approached by Brent Fredrickson who suggested that the city could go in with him on purchasing the land. He would like to develop part of the land and suggests that the city put in a park and share the cost of development.

Mayor Jensen has offered \$141,000 for the property. Council member Noel Cooley feels that if the city decides to buy the property ~~then~~ they need to be very specific on what the plans are and how it will be paid for.

The council agreed to go ahead with purchasing the property. They agreed that the intent of the land use would be for a park or cemetery. The Council agreed to make an offer of \$141,000.

**Council member Debbie Rees moved to "close the executive session and move back to the regular meeting." Council member Mary Yancey seconded the motion which carried.**

  
\_\_\_\_\_  
Sheila Lind, Recorder

  
\_\_\_\_\_  
Vic Jensen, Mayor

The annual requirements to amortize long-term debt outstanding as of June 30, 2003, are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Proprietary Fund</u>		<u>Total</u>
	<u>Principal</u>	<u>Interest</u>	
2004	\$ 24,000	\$ 41,950	\$ 65,950
2005	25,000	40,750	65,750
2006	27,000	39,500	66,500
2007	29,000	38,150	67,150
2008	31,000	36,700	67,700
2009-2013	234,000	154,950	388,950
2014-2018	324,000	86,600	410,600
2019-2023	145,000	10,700	155,700

Note 7: Fixed Assets

A summary of changes in general fixed assets follows:

	<u>Balance</u> <u>7-01-02</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>6-30-03</u>
Land	\$ 37,719	\$45,823	\$ --	\$ 83,542
Buildings and improvements	277,754	--	--	277,754
Machinery and equipment	<u>70,528</u>	<u>11,975</u>	<u>--</u>	<u>82,503</u>
TOTAL	<u>\$ 386,001</u>	<u>\$57,798</u>	<u>\$ --</u>	<u>\$ 443,799</u>

A summary of enterprise fund fixed assets at June 30, 2003, is as follows:

	<u>Cost</u>	<u>Accumulated</u> <u>Depreciation</u>	<u>Net</u> <u>Book Value</u>
Water system	\$1,309,853	\$ 308,999	\$1,000,854
Sewer system	<u>515,830</u>	<u>407,586</u>	<u>108,244</u>
TOTAL	<u>\$1,825,683</u>	<u>\$ 716,585</u>	<u>\$1,109,098</u>

Note 8: Litigation

The City has no significant outstanding litigation as of June 30, 2003.

# Settlement Statement

8. Mortgage Ins. Case No.

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

**Name of Borrower:** RIVER HEIGHTS CITY

**Name of Seller:** CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS **TIN:**

**Name of Lender:**

**Property Location:** , Cache County, Utah  
800 East Stewart Hill Road, River Heights, UT 84321

**Settlement Agent:** Hickman Land Title Company (435) 752-0582 **TIN:** 87-0256751  
**Place of Settlement:** 112 North Main, P.O. Box 386, Logan, UT 84321

**Settlement Date:** 7/15/02 **Proration Date:** 7/31/02

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross amount due from borrower:</b>		<b>400. Gross amount due to seller:</b>	
101. Contract sales price	141,000.00	401. Contract sales price	141,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	125.00	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance:</b>		<b>Adjustments for items paid by seller in advance:</b>	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109. Rent		409. Rent	
110. Homeowners Dues		410.	
111.		411.	
112.		412.	
<b>2. Gross amount due from borrower:</b>	<b>141,125.00</b>	<b>420. Gross amount due to seller:</b>	<b>141,000.00</b>
<b>300. Amounts paid by or in behalf of the borrower:</b>		<b>500. Reduction in amount due to seller:</b>	
301. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
302. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	9,345.00
303. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
304.		504. Payoff of first mortgage loan	
305.		505. Payoff of second mortgage loan	
306.		506.	
307. Seller Financing	94,000.00	507. Seller Financing	94,000.00
308.		508.	
309.		509.	
<b>Adjustments for items unpaid by seller:</b>		<b>Adjustments for items unpaid by seller:</b>	
310. City/town taxes		510. City/town taxes	
311. County taxes 1/1/02 to 7/31/02	325.31	511. County taxes 1/1/02 to 7/31/02	325.31
312. Assessments		512. Assessments	
313. Rent		513. Rent	
314. Homeowners Dues		514.	
315.		515.	
316.		516.	
317.		517.	
318.		518.	
319.		519.	
<b>220. Total paid by/for borrower:</b>	<b>95,325.31</b>	<b>520. Total reduction in amount due seller:</b>	<b>103,670.31</b>
<b>300. Cash at settlement from/to borrower:</b>		<b>600. Cash at settlement to/from seller:</b>	
<b>30. Gross amount due from borrower (line 120)</b>	<b>141,125.00</b>	<b>601. Gross amount due to seller (line 420)</b>	<b>141,000.00</b>
<b>302. Less amount paid by/for borrower (line 220)</b>	<b>95,325.31</b>	<b>602. Less total reduction in amount due seller (line 520)</b>	<b>103,670.31</b>
<b>303. CASH (X)FROM ( )TO BORROWER</b>	<b>45,799.69</b>	<b>603. CASH ( )FROM (X)TO SELLER</b>	<b>37,329.69</b>

SUBSTITUTE FORM 1099 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principle residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other real estate, complete the applicable parts of form 4797, Form 8253 and/or Schedule D (Form 1040).

**River Heights City Capital Projects Cash Availability Model--3/28/2017-6/30/2017**

	General Fund			Water Fund	Sewer Fund	Total City Cash
	General	Capital Proj	Total			
Balance at 28 March 2017	\$ 313,223.00	\$ (5,001.00)	\$ 308,222.00	\$ 197,154.00	\$ 824,704.00	\$ 1,330,080.00
Estimated increase-March 28, 2017 thru June 30 2017 (see notes 1-4)	\$ 62,800.00	\$ 28,000.00	\$ 399,022.00	\$ 34,888.50	\$ 6,181.50	\$ 1,461,950.00
Est. Balance available to spend on capital projects	\$ 376,023.00	\$ 22,999.00	\$ 399,022.00	\$ 232,042.50	\$ 830,885.50	\$ 1,461,950.00
Approved Capital Expenditures for 216-2017:						
Pick-up Truck (\$29,485)		\$ (9,828.34)	\$ 389,193.66	\$ (9,828.33)	\$ (9,828.33)	\$ 1,432,465.00
Back hoe (\$14,633.33 to 40-70-83 & 40-60-83)		\$ (29,266.67)	\$ 359,926.99	\$ (29,266.67)	\$ (29,266.66)	\$ 1,344,665.00
Skidster (may be able to lease for \$5,000)		\$ (10,000.00)	\$ 349,926.99	\$ (10,000.00)	\$ (10,000.00)	\$ 1,314,665.00
Seal Streets (including Lamplighter)		\$ (40,000.00)	\$ 309,926.99			\$ 1,274,665.00
Sidewalk, curb, gutter, & street-1000 East		\$ (20,000.00)	\$ 289,926.99			\$ 1,254,665.00
Curb, gutter, sidewalk, & repave 600 E from 400 S to 600 S		\$ (215,000.00)	\$ 74,926.99			\$ 1,039,665.00
Sidewalk 700 S		\$ (80,000.00)	\$ (5,073.01)			\$ 959,665.00
Tennis Court lights		\$ (10,000.00)	\$ (15,073.01)			\$ 949,665.00
Transfer from General to Capital Proj. Fund	\$ (375,000.00)	\$ 375,000.00	\$ (15,073.01)			\$ 949,665.00
Possible loan, if needed, from Sewer Fund		\$ 20,000.00	\$ 4,926.99		\$ (20,000.00)	\$ 949,665.00
Estimated Cash Balance 6/30/17	\$ 1,023.00	\$ 3,903.99	\$ 4,926.99	\$ 182,947.50	\$ 761,790.51	\$ 949,665.00

Notes 1-4- describe the source of increased funds

Note 1-General Fund increase is 1/4 actual income at 28 Mar 2017 plus depreciation

Note 2- Cap Proj Fund increase - sale of pick-up

Note 3-Water Fund increase is 1/4 year's est. income + depreciation

Note4-Sewer Fund increase is 1/4 year's est. income + depreciation

Estimated increase 2017-2018	\$ 140,000.00	\$ 130,000.00	\$ (33,306.00)
Proposed Capital Expenditures for 2017-2018			
<del>Sidewalk &amp; ADA compliance</del>	<del>\$ (10,000.00)</del>		
Seal Streets on new pavements and best remaining streets	\$ (40,000.00)		
<del>Tennis Court Resurface (\$30,000 less RAPZ \$24,000=\$6,000)</del>	<del>\$ (6,000.00)</del>		