

River Heights City

COUNCIL MEETING AGENDA

Tuesday, March 16, 2021

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

The meeting will be held through Zoom. Those wishing to provide comment on any of the agenda items or other topics can do so by email to office@riverheights.org (by noon on the date of the meeting).

Adoption of Previous Minutes and Agenda

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

Public Comment

Adoption of Interlocal Agreement with Cache County for Animal Control Services

Adoption of Interlocal Agreement with Cache County for Law Enforcement Services

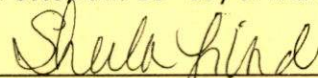
Compilation of Capital Projects List for 2022

Adjourn

To join the Zoom meeting: <https://us02web.zoom.us/j/89477726115>

Dial: 1 346 248 7799, Meeting ID: 894 7772 6115

Posted this 11th day of March 2021



Sheila Lind, Recorder

Attachments for this meeting and previous meeting minutes can be found on the State's Public Notice Website (pmn.utah.gov).

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

River Heights City

Council Meeting

March 16, 2021

Present: Mayor Todd Rasmussen
Council members: Doug Clausen
Sharlie Gallup
Nancy Huntly
Chris Milbank
Blake Wright
Recorder Sheila Lind
Public Works Director Clayton Nelson
Finance Director Cliff Grover, electronic
Treasurer Wendy Wilker, electronic
Others Present: Cindy Schaub (electronic)

The following motions were made during the meeting:

Motion #1

Councilmember Clausen moved to “adopt the minutes of the council meeting of March 2, 2021 and the evening’s agenda.” Councilmember Huntly seconded the motion, which passed with Clausen, Gallup, Huntly, Milbank, and Wright in favor. No one opposed.

Motion #2

Councilmember Clausen moved to “pay the bills as listed.” Councilmember Gallup seconded the motion, which passed with Clausen, Gallup, Huntly, Milbank, and Wright in favor. No one opposed.

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 16, 2021 for their regular council meeting.

Adoption of Previous Minutes and Agenda: Minutes for the March 2, 2021 meeting were reviewed with a minor change.

Councilmember Clausen moved to “adopt the minutes of the council meeting of March 2, 2021 and the evening’s agenda.” Councilmember Huntly seconded the motion, which passed with Clausen, Gallup, Huntly, Milbank, and Wright in favor. No one opposed.

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

46 FD Grover

- 47
- 48 • Mayor Rasmussen asked the timeline for moving toward next year's budget. Mr. Grover said they usually start in April. The capital projects list will be drafted tonight and a loose ranking will be discussed the first week of April. Councilmember Clausen asked if they could discuss the amount to leave in the budget at the next meeting. Mayor Rasmussen will have budget discussions on the agenda during April and May. Mr. Clausen asked the mayor to give the councilmembers the personnel expenses for their budgets. FD Grover offered to put this together, as well as depreciation. He will follow the structure set up last year.
 - 54 • Mayor asked about the CARES funding for residents affected by COVID, who are struggling to pay their utilities. There has been an assistance request made by a resident. The mayor remembered relief was a different thing than the money received for new city equipment. The mayor will reach out to someone to find out.
 - 58 • He discussed the Financial Summary, as of February 28. He will make available the prior year's budget detail.
 - 60 • Councilmember Clausen asked Mayor Rasmussen if Logan City was going to raise River Heights sewer rates this year. Last year they said they might not. The mayor informed he will be going to a wastewater meeting soon to see how things are working out with Logan City's new plan.

63 Treasurer Wilker

- 64
- 65 • She presented and answered questions regarding the list of bills to be paid.
66 **Councilmember Clausen moved to "pay the bills as listed." Councilmember Gallup seconded the motion, which passed with Clausen, Gallup, Huntly, Milbank, and Wright in favor. No one opposed.**
 - 68 • Mayor Rasmussen asked PWD Nelson why the city paid to rent a backhoe to fix a water leak, when the city has their own. Mr. Nelson said the company they contract with uses their own equipment. The city doesn't have the manpower to fix leaks, it takes at least 4 people. He explained what each of their jobs are and why they are needed. He and Cameron also help out at the sight.

72 Public Works Director Nelson

- 73
- 74 • He reported that Cameron Reed finished up manhole inspections.
 - 75 • He is in the process of watching all the sewer line video from last year and documenting it on GIS. After he's finished he will be able to give a report on the findings and get a budget number for leak costs. Councilmember Clausen said he asked for \$40,000 for leak repairs. Mr. Nelson said the needed repairs and amount of infiltration are minimal for the size of sewer system River Heights has. He will prioritize, based on severity.
 - 79 • He gave an update on the lower well. The testing showed its pumping 1,350 gallons per minute. Councilmember Clausen explained they had an assessment done to determine if they needed to dig a new well. The outcome was good, so they won't need to. Now they need to get a new pump. The engineer will draw up plans for the lower well house upgrades.

83 Councilmember Huntly

- 84
- 85 • She met with Tony Johnson, who shared his idea to create condos in part of the Old Church, that would be sold. He would like to set it up as a public/private partnership, where a non-profit entity would be created. His company would manage that part of the building and take care of the sales. The city would retain an interest in the building and have the option of reclaiming the property in the future. He has drawings for 6-8 condos, with a HOA. Mr. Johnson would allow parts of the building to be community oriented. The Council would have a say in what they wanted and have the ability to fund raise for particular projects. He wouldn't want to tear any of the building down. Mr. Johnson

was going to get with his attorney to work up an agreement between his company and the City. She suggested having a conversation with him to discuss it further. Councilmember Clausen felt the city should put it out for proposals again. Mayor Rasmussen asked Ms. Huntly to put together some bullet points to go with Mr. Johnson's plan, which they can use during budget time. He doesn't intend to draw the decision out for another year or two.

- She also met with PWD Nelson and Steve Roberts, who wanted to talk about his pond, which draws from River Heights storm water and his irrigation shares. He said the pond is filling in. It was originally 3.5 feet and now its about one foot deep. He asked if the city could dredge it this summer. He also asked if he and the city could come up with an agreement regarding the maintenance of the pond and water line, going forward. Mr. Roberts said it won't be able to serve the city for stormwater retention, if it's not fixed. Councilmember Milbank remembered back in 2003/2004 that the pond was going to help the city in some way, as well as the irrigation company. PWD Nelson said a lot of this was done through the Cobblestone subdivision. He has gone through many documents and can't find anything that points to the city's involvement. All he has seen on plans about the pipe is "to install per Cobblestone plans." The plans he's seen at Providence all show the pipe going to a box, not to Mr. Roberts' pond. He guessed things were done through gentlemen's agreements. Mayor Rasmussen asked if the pond was required as part of the subdivision. Mr. Nelson said the pond has nothing to do with the Stone Creek Subdivision. The stormwater plan is for the water to go into swales, which takes it to another location and then it dumps into Spring Creek. The city hasn't counted on the pond for stormwater, until last year they tied 400 South into it. He agreed that it needs be worked out and an agreement drawn up.
- He, Councilmember Gallup and Engineer Rasmussen met on Saturday to review the six proposals submitted for the park design. They reviewed them for quite some time and narrowed it down to three companies and then to one. The high bid was \$26,000 and the low was \$14,000. They were concerned with a few items, such as a pre-fab restroom, the number of meetings they were willing to have with the city and the accommodation of a phased approach. The company they chose is located in the valley. Their bid was \$25,000. Engineer Rasmussen has worked with this company on a number of projects, and verified they are good at landscaping and plants. Mr. Milbank said he and Councilmember Huntly submitted a RAPZ grant application, with extensive information. Ms. Huntly discussed the available grants, which she is willing to apply for every year. Mayor Rasmussen said he trusted their decision and felt they could move forward. Councilmember Wright recommended the decision should be on the agenda before a final decision is made, as they have done in the past. They agreed to put it on the next agenda.
- He asked the timeframe they decided on last year for the additional 2 months for the community greenwaste bin. After discussion it was decided that Mr. Milbank will call Logan City to schedule it for May and September, in addition to the allowed months of April and October. Mayor Rasmussen remembered Logan City raised everyone's garbage rates to cover the cities having the dumpster available for the full summer. Mr. Milbank will confirm with Logan.
- Mr. Milbank expressed concern that the park RFP said the city would notify the recommended choice by March 18. Councilmember Wright suggested he could notify them, with the stipulation that the award is pending, based on council approval.

Recorder Lind

- Ms. Lind informed that state code is requiring all cities to run their elections by mail. She referred to the email she sent about the Cache County bid for running the municipal election, in the amount of \$4,787.19. She has contacted a few other cities and has not been able to get an estimate for running

136 the election in-house. She guessed she could do the job for less than the county and would be glad
137 to run it this year and keep track of the costs. The Council accepted her offer to do it this year.

138 Councilmember Wright didn't have anything.

139 Councilmember Gallup

- 140 • She asked PWD Nelson to order a dumpster for community use during April, as in years past. Mr.
141 Nelson said there are less companies renting and emptying dumpsters, but he will do what he can.

142 Councilmember Clausen

- 143 • He had a meeting with the city engineer, PWD Nelson and Commissioner Cooley about water
144 storage. It appears the city would have enough for additional development, but it's unsure if this
145 would be the case during peak usage months. They concluded it would be good to have an impact
146 study done by Engineer Rasmussen, which would allow the city to collect impact fees from new
147 development, to offset additional future water costs. He advised they should do all they can to not
148 have to build a new reservoir. They discussed having new development use their water shares for
149 outdoor irrigation. He asked that further discussion be on the next agenda. He will invite Engineer
150 Rasmussen to attend to explain and answer questions. During their meeting, they also discussed if
151 water pressure reduction valves would be needed in Riverdale for new development. PWD Nelson
152 said it would depend on the design and the number of stories. He hoped reducers wouldn't be
153 necessary. Councilmember Milbank asked, if new development reached a certain threshold, would it
154 obligate the city to build another water storage tank. Councilmember Clausen said yes, but they will
155 look at all other possibilities first. The city needs to be careful on what properties are annexed and
156 the density possibilities.

157 Public Comment: There was none.

158 Adoption of Interlocal Agreement with Cache County for Animal Control Services: Councilmember
159 Gallup said the contract amount is the same. It was brought up that the Humane Society charges the city for
160 impounds, not the dog owners. Councilmember Gallup will check to see if the city can choose a different
161 impound facility.

162 **Councilmember Gallup moved to "adopt the Interlocal Agreement with Cache County for Animal
163 Control Services in the amount of \$6,144.00." Councilmember Wright seconded the motion, which passed
164 with Clausen, Gallup, Huntly, Milbank, and Wright in favor. No one opposed.**

165 (copy to top)

166 Adoption of Interlocal Agreement with Cache County for Law Enforcement Services: Councilmember
167 Gallup explained that the number of hours spent on enforcement went up in 2019-20 so the number of
168 contracted hours has been raised for the coming year. The hourly rate is the same as last year. Ms. Gallup
169 feels fine about the raise in hours, because it is still less than the actual time they spent last year. The
170 contract wording is the same.

171 **Councilmember Gallup moved to "adopt the Interlocal Agreement with Cache County for Law
172 Enforcement Services, in the amount of \$14,553.00, as stated in their contract." Councilmember Wright
173 seconded the motion, which passed with Clausen, Gallup, Huntly, Milbank, and Wright in favor. No one
174 opposed.**

175 Compilation of Capital Projects List for 2022: Mayor Rasmussen asked councilmembers to explain
176 their desired projects. He asked that they email him their lists.

177 Councilmember Milbank asked for \$80,000 and to retain \$30,000 from the current budget for the
178 new park. He discussed something for the Saddlerock Park.

179 Councilmember Wright felt \$200,000 would be a better starting point for the new park. He discussed
180 Saddlerock Park. PWD Nelson said the Saddlerock residents he has talked to are happy with the open space
181 in Saddlerock. He suggested leaving it as is until residents request something different. Mr. Wright

184 suggested at least \$10,000 for sidewalk repair. PWD Nelson suggested raising it. Mr. Wright offered
185 \$50,000. Councilmember Clausen reminded that the council said they would put in a new sidewalk on the
186 north side of 400 South. Mr. Wright said there will be right-of-way problems. He suggested telling the
187 residents the sidewalk will come in 5 years. They could use that time to get their landscaping in and prepare
188 for it. They guessed it would cost \$100,000-150,000. Mr. Wright asked for \$200-250,000 to tear down the
189 Old Church and develop a couple lots to sell. He also wanted to budget for a master plan for the area
190 between the old school and city office, to be more usable and efficient at \$5,000-10,000.

191 Councilmember Gallup didn't have anything. She expressed support for parks and the city square
192 redesign.

193 Councilmember Clausen asked for \$120,000 for a new shop. He would like to get the sewer impact
194 fee money spent before it expires. He also asked for \$200,000 to upgrade the lower well and water line from
195 the pump to River Heights Boulevard, \$40,000 to upgrade the water line on 500 East between 400 South and
196 the Boulevard and \$10,000 for water meters.

197 Councilmember Huntly supported \$50,000 for sidewalks and \$200,000 for parks. She does not
198 support tearing down the Old Church. Councilmember Wright felt the use of the building needs to be
199 compatible for the city and the neighborhood. If we can't come up with a use that works then it's pointless
200 to save the building. Ms. Huntly felt they could come up with a use. She sees it as a path for the city to bring
201 community. She is willing to work on grants to pay for it. She likes Tony Johnson's recent proposal, which
202 wouldn't cost the city. She listed a number of uses, which included community space. She couldn't imagine
203 paying to tear it down. Councilmember Gallup cautioned, keeping it will bring future costs to the city. She is
204 more in favor of tearing it down. Councilmember Clausen suggested putting out a RFP again.

205 Councilmember Wright felt the city would be better off to invest in the Old School rather than the church.
206 He hoped they could get something figured out and not sit on it any longer.

207 Councilmember Huntly asked for \$40,000 for road resurfacing and for an additional \$140,000 to
208 resurface 500 East (between 400 South and the Boulevard).

209 PWD Nelson asked for \$35,000 for a new truck to replace the one they've had for two years. The sale
210 of the current one would basically cover the cost of a new one.

211 Councilmember Clausen reminded to include \$90,000 for the increase on the fire contract and the
212 expenses for the Old School. Mayor Rasmussen would like to repair the steps on the east side and make
213 them ADA compliant since the audiologist will be there another 3 years. Maintenance on the building was
214 estimated at \$30,000. Councilmember Milbank suggested asking the school district if they would contribute
215 to the stair repair.

216 PWD Nelson suggested redoing the handrail on 400 East. They decided on \$30,000.

217 Mayor Rasmussen asked for \$15,000 to procure more property around the lower well. He handed
218 out a map of the city showing where he proposes sidewalk installation and crossings. PWD Nelson suggested
219 that some won't meet ADA so they would have other options, such as an asphalt walking path. Mayor
220 Rasmussen will add each sidewalk individually on the list.

221 The meeting adjourned at 9:25 p.m.

222 
Sheila Lind, Recorder

223 

224 Todd A. Rasmussen, Mayor

River Heights City Bills To Be Paid

March 16, 2021

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Rocky Mountain Power	Electricity	\$321.32		\$54.98	\$24.97		\$1,168.98	\$2,508.90	\$21.73	\$4,100.88
2	Nationwide	Notary Bond-Sheila	\$50.00								\$50.00
3	Xerox	Monthly Copier	\$18.59								\$18.59
4	Glenn's Electric	Well Testing							\$39,181.00		\$39,181.00
5	Bear River Health Department	Water Coliform Testing							\$40.00		\$40.00
6	Daines & Jenkins	Legal Fees	\$662.00								\$662.00
7	Forsgren & Associates	Lower Well Improvements & General Cor	\$890.00						\$805.00		\$1,695.00
8	Thomas Petroleum	Fuel for City Vehicles			\$15.26			\$15.26	\$15.26	\$15.26	\$61.04
9	AllTech	Billings for Fax To Work	\$72.96								\$72.96
10	Logan City	Water Consumption							\$146.55		\$146.55
11	Petty Cash	Petty Cash - Sheila Office	\$136.29								\$136.29
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Page 1 SubTotals			\$2,151.16		\$70.24	\$24.97		\$1,184.24	\$42,696.71	\$36.99	\$46,164.31
Page 1 Total Amount to l											\$46,164.31

River Heights City Bills To Be Paid

March 8, 2021

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	AllTech	Surface Pro Docking Station Work	\$80.89								\$80.89
2	Cache Valley Publishing	Planning Meeting Ad		\$39.71							\$39.71
3	Caselle	Monthly Billing Service & Support	\$275.00								\$275.00
4	Chris Milbank	RAPZ Signs			\$69.55						\$69.55
5	Freedom Mailing	Bill Processing Monthly	\$146.51						\$48.84	\$48.84	\$244.19
6	Sam's Club	Office Supplies	\$18.16								\$18.16
7	Thomas Petroleum	Fuel for City Vehicles			\$11.30			\$11.29	\$11.29	\$11.29	\$45.17
8	Verizon Wireless	Monthly Billing Cell Phones	\$55.00						\$55.00	\$55.02	\$165.02
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Paid between meetings

Page 1 SubTotals

\$575.56 \$39.71 \$80.85 \$11.29 \$115.13 \$115.15 \$937.69

Page 1 Total Amount to be \$937.69

RIVER HEIGHTS CITY
COMBINED CASH INVESTMENT
FEBRUARY 28, 2021

COMBINED CASH ACCOUNTS

01-1010	CHECKING - GENERAL	852,339.73
01-1020	PTIF	1,186,597.89
01-1025	ZION'S SAVINGS	140,780.37
	TOTAL COMBINED CASH	2,179,717.99
01-1000	CASH ALLOCATED TO OTHER FUNDS	(2,179,717.99)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	276,595.91
40	ALLOCATION TO CAPITAL PROJECTS FUND	95,073.42
51	ALLOCATION TO WATER FUND	895,620.26
52	ALLOCATION TO SEWER FUND	912,428.40
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,179,717.99
	ALLOCATION FROM COMBINED CASH FUND - 01-1000	(2,179,717.99)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

RIVER HEIGHTS CITY
BALANCE SHEET
FEBRUARY 28, 2021

GENERAL FUND

ASSETS

10-1000	CASH IN COMBINED CASH FUND	276,595.91	
10-1510	AR - GARBAGE	20,300.93	
10-1520	AR - WATER	45.18	
10-1540	AR - 911	3,947.89	
10-1550	AR - SALES TAX	46,636.73	
10-1560	AR - ROAD C	14,057.92	
10-1570	AR PROPERTY TAX	112,463.00	
10-1580	AR - STORM WATER	2,546.10	
10-1590	AR COURT	250.00	
10-1810	LAND - GFA	196,814.10	
10-1820	BUILDING AND IMPROVEMENTS - GF	1,088,816.04	
10-1830	MACHINERY & EQUIPMENT - GFA	279,374.25	
10-1835	INFRASTRUCTURE ASSETS - GFA	1,918,565.71	
10-1840	ACC DEPR. BLDG. & IMP. - GFA	(491,217.80)	
10-1845	ACC DEPR. - MACH & EQPMT - GFA	(240,276.81)	
10-1847	ACC DEPRECIATION - INFRA - GFA	(231,647.17)	
	TOTAL ASSETS		<u>2,997,271.98</u>

LIABILITIES AND EQUITY

LIABILITIES

10-2000	AP - GENERAL	(15,722.21)	
10-2205	FICA PAYABLE	3.34	
10-2240	SUTA PAYABLE	86.94	
10-2410	DEFERRED REVENUE - PROPERTY TA	112,463.00	
	TOTAL LIABILITIES		96,831.07

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
10-2910	INVESTMENT - GFA	2,144,817.24	
10-2980	FUND BALANCE	607,954.30	
10-2999	RECONCILIATION ACCOUNT	.01	
	REVENUE OVER EXPENDITURES - YTD	147,669.36	
	BALANCE - CURRENT DATE	<u>2,900,440.91</u>	
	TOTAL FUND EQUITY		<u>2,900,440.91</u>
	TOTAL LIABILITIES AND EQUITY		<u>2,997,271.98</u>

River Heights City
 Financial Summary - Updated
 February 28, 2021

Cash Balance By Fund

	01/31/21	02/28/21	Net Change	% of Total
General Fund	273,003.69	276,595.91	3,592.22	12.69%
Capital Projects Fund	96,205.48	95,073.42	(1,132.06)	4.36%
Water Fund	889,052.83	895,620.26	6,567.43	41.09%
Sewer Fund	899,492.41	912,428.40	12,935.99	41.86%
Total Cash Balance	2,157,754.41	2,179,717.99	21,963.58	100.00%

		YTD Actual	Annual Budget	Unexpended Budget	% Of Budget Incurred	% Of Time Incurred
Revenue		895,625.47	816,080.00	(79,545.47)	109.75%	66.58%
Expenditures	Administrative	284,635.53	182,690.00	(101,945.53)	155.80%	66.58%
	Office	11,128.20	22,600.00	11,471.80	49.24%	66.58%
	Community Affairs	11,247.04	21,600.00	10,352.96	52.07%	66.58%
	Planning & Zoning	510.24	3,625.00	3,114.76	14.08%	66.58%
	Public Safety	68,193.44	104,215.00	36,021.56	65.44%	66.58%
	Roads	70,748.56	128,200.00	57,451.44	55.19%	66.58%
	Parks & Recreation	36,018.34	73,150.00	37,131.66	49.24%	66.58%
	Sanitation	113,300.11	150,000.00	36,699.89	75.53%	66.58%
	School Building	12,174.65	-	(12,174.65)		66.58%
	Transfer To CP Fund	140,000.00	130,000.00	(10,000.00)	107.69%	
Total Expenditures		747,956.11	816,080.00	68,123.89	91.65%	66.58%
Net Revenue Over Expenditures		147,669.36	-	(147,669.36)		

Capital Projects Fund

Revenue	117.18	3,000.00	2,882.82		66.58%
Reimbursement Income	171,779.39	177,532.00	5,752.61		
Transfer From General Fund	140,000.00	130,000.00	(10,000.00)		
Expenditures	Administrative	-	-	-	66.58%
	Parks & Recreation	1,150.00	90,000.00	88,850.00	66.58%
	Roads	389,687.27	168,000.00	(221,687.27)	66.58%
		-	-	-	66.58%
Total Expenditures	390,837.27	258,000.00	(132,837.27)		66.58%
Net Revenue Over Expenditures	(78,940.70)	52,532.00	131,472.70		

Water Fund

Revenue	248,500.60	441,700.00	193,199.40	56.26%	66.58%
Expenditures	163,388.45	475,340.00	311,951.55	34.37%	66.58%
Net Revenue Over Expenditures	85,112.15	(33,640.00)	(118,752.15)		

Sewer Fund

Revenue	250,926.61	377,900.00	126,973.39	66.40%	66.58%
Expenditures	328,597.28	468,290.00	139,692.72	70.17%	66.58%
Net Revenue Over Expenditures	(77,670.67)	(90,390.00)	(12,719.33)		

Combined - All Funds

Net Revenue Over Expenditures - Combined	76,170.14	(71,498.00)	(147,668.14)		
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Sheila Lind <office@riverheights.org>

2021 Municipal Quote

1 message

Justin Anderson <justin.anderson@cachecounty.org>
To: Sheila Lind <office@riverheights.org>
Cc: Jess Bradfield <jess.bradfield@cachecounty.org>

Thu, Mar 4, 2021 at 1:59 PM

Dear Sheila,

Our office has prepared an estimate for the 2021 municipal elections. I have attached a scope of work, election estimate cost, and important dates related to the elections this year.

The clerk's office will have an early voting location and a vote center on Election Day.

At this time we are unable to facilitate any additional vote centers throughout the county on Election Day. Voters who need a ballot can visit the early voting center or the vote center on Election Day. All registered voters will receive a ballot in the mail and our office can mail voters replacement ballots as necessary.

The necessity of a vote center on Election Day is primarily for provisional voters who need to update their voter registration or register to vote on Election Day. Voters who choose to go to the vote center to pick up an additional ballot instead of returning the ballot that was mailed to them will increase the cost of ballot printing and administration. We will work with each city to educate the voters on vote-by-mail to reduce unnecessary costs. Utah has led the nation in vote-by-mail and it is not expected that the vote-by-mail requirement in 20A-3a-202 will be repealed for future election years.

Please coordinate with your City Council and let us know if you would like to move forward with an interlocal agreement with Cache County. If you have any questions about the upcoming election, please contact myself at justin.anderson@cachecounty.org or Jess Bradfield at jess.bradfield@cachecounty.org directly.

Thank you,

Justin Anderson
Chief Deputy Clerk
Cache County Clerk/Auditor's Office
justin.anderson@cachecounty.org
435-755-1462

3 attachments

 **_Election Dates and Deadlines.docx**
9K

 **_Scope of Work.docx**
9K

 **River Heights.docx**
8K

**Exhibit B
2021 Municipal Elections
Election Estimate Cost
City of River Heights**

Revised 04 March 2021

Active voters for billing purposes, will be calculated 11 days before each Election Day.

Projected cost estimate assumes a 30% voter turnout for your city. The total invoice amount will adjust for higher or lower voter turnout accordingly.

Election	Registered Voters	Cost
Primary	1222	\$2,393.59
General	1222	\$2,393.59

Estimated Cost as of March 4, 2021	\$4,787.19
Average cost per voter	\$1.96

Exhibit A
2021 Municipal Elections
Scope of Work for Election Services

Revised 04 March 2021

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

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

Annexations or other boundary changes impacting the administration of the election need to be submitted to the County by June 1, 2021. Annexation changes submitted after June 1 will not be incorporated into this election.

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

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

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

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

- Ballot layout and design;
- Ballot printing;
- Ballot mailings;
- Return postage;

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

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

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

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

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, 2021 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 Executive, 199 North Main Street, Logan, Utah 84321 on or before December 31, 2021. If such payment is not remitted to the County Executive'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

David Zook, County Executive

Clerk

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

Legal Counsel

Mayor

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, 2021 through June 30, 2022. The cost to furnish animal control services to River Heights City is \$32.00 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$6,144.00	192
TOTAL	\$6,144.00	

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

This AGREEMENT is made and entered into pursuant to Sections 11-13-101 to -608, 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 the "COUNTY", and River Heights City, a municipal corporation of the State of Utah, hereinafter referred to as the "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 law enforcement functions within its boundaries by the County 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 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 the Sheriff's Office's performance and 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 law enforcement investigation, protection, and service to reasonably enforce 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 the attached Exhibit A.
 - 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 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. 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 occur 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 occur 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 of 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, 2020 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 12 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 Executive, 199 North Main Street, Logan, Utah 84321 on or before December 31, 2021. If such payment is not remitted to the County Auditor's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of 1 percent per calendar month for each month that the full contract amount remains unpaid.

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

David Zook, County Executive

Clerk

CITY OF RIVER HEIGHTS

Approved as to form and as
Compatible with State law:

Legal Counsel

Mayor

Clerk

EXHIBIT A

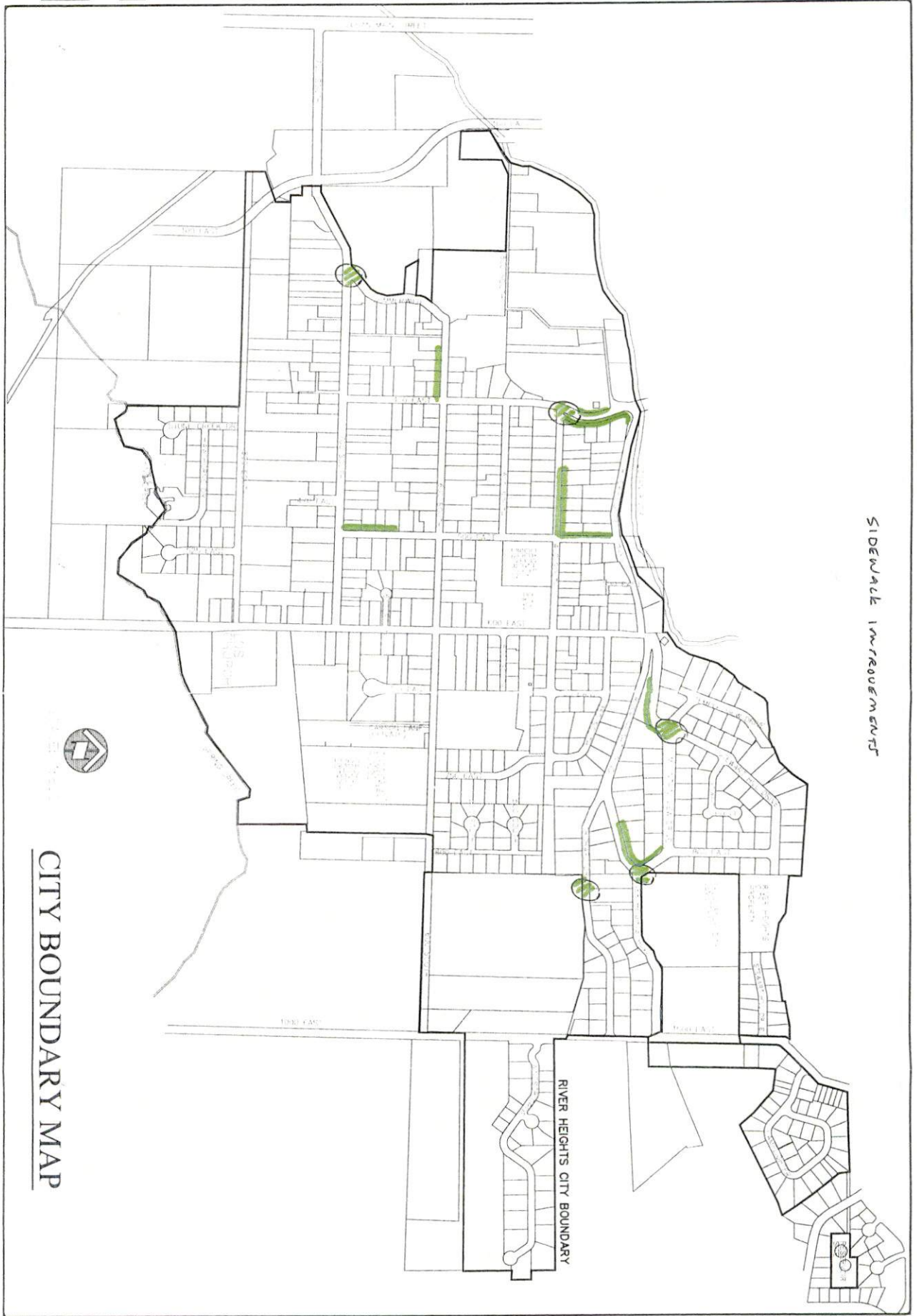
This exhibit details the hours contracted for, the cost of those hours, and when they will be delivered. The time frame of the contract will be from July 1, 2021, through June 30, 2022. The cost to furnish a full-time deputy sheriff equipped to perform law enforcement patrol services to CITY is \$52.35 per hour. State Liquor Control Funds will be expended at \$52.35 per hour.

CATEGORY	AMOUNT	HOURS OF SERVICE
Contract Funds	\$14,553.00	278
TOTAL	\$14,553.00	

In addition to paying the Contract Funds identified above, the CITY will pay to the COUNTY under Section 4.D. of this Agreement all State Liquor Funds that the CITY receives as it receives them. Under Section 4.D. of this Agreement, the County will, in addition to the hours of service identified above, provide hours of liquor law enforcement activities at the rate of \$52.35 per hour until all State Liquor Funds received by the CITY and forwarded to the COUNTY have been expended.

The COUNTY may supply, at the discretion of the Sheriff, additional patrol coverage to the CITY as available.

When a deputy working for the CITY has an additional deputy in training working with him or her, the CITY will be charged for only one deputy. Reserve deputies while performing their volunteer function will not charge their time to the CITY.



SIDEWALK IMPROVEMENTS

CITY BOUNDARY MAP

RIVER HEIGHTS CITY BOUNDARY

PROJECT NO.	0
SHEET NO.	0
DATE	11/29/2012
DRAWN BY	...
CHECKED BY	...
APPROVED BY	...

RIVER HEIGHTS CITY
520 South 400 East

CITY BOUNDARY MAP

SARGENT
Sargent Engineers, Inc.
95 West 100 South, Suite 115
Logan, UT 84321
Tel. 435 753-7214 • Fax 435 753-7295

Rev.	Date	By	Description
1	11/29/2012

River its City
 Capital Budget
 Multi-year Forecast - FY 20 & FY 21

FY 2019-20 Final

	Parks	Roads	Water	Sewer	Total
400 South Improvements		500,000.00			500,000.00
Various		70,000.00			70,000.00
Well Engineering			22,000.00		22,000.00
Meter Reader			5,500.00		5,500.00
Tennis Courts	36,000.00				36,000.00
Stewart Hill Park Right of Way	8,200.00				8,200.00
Mower	5,400.00				5,400.00
	-	-	-	-	-
	<u>49,600.00</u>	<u>570,000.00</u>	<u>27,500.00</u>	<u>-</u>	<u>647,100.00</u>

FY 2020-21

	Parks	Roads	Water	Sewer	Total
New Shop				120,000.00	120,000.00
Upgrade Lower Well			200,000.00		200,000.00
Stewart Hill Park	80,000.00				80,000.00
Saddle Rock Park	10,000.00				10,000.00
Sidewalks		58,000.00			58,000.00
600 South Repairs		70,000.00			70,000.00
Chip & Seal		40,000.00			40,000.00
	-	-	-	-	-
	<u>90,000.00</u>	<u>168,000.00</u>	<u>200,000.00</u>	<u>120,000.00</u>	<u>578,000.00</u>