

River Heights City

COUNCIL MEETING AGENDA Tuesday, April 19, 2022

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

Pledge of Allegiance and Opening Thought (Gallup)

Adoption of Previous Minutes and Agenda

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

Public Comment

Annual Update and New Contracts for Animal Control and Law Enforcement Services- Sheriff Jensen

Review of Ranked Choice Voting - County Clerk Jess Bradfield and Kelleen Potter

Utah Election Integrity (UEI)- Cristy Bulkley

Discussion on Rank Choice Voting and Vote for Its Use Moving Forward

Discuss and Accept Stewart Hill Park Bid

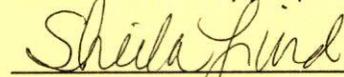
Discuss Old School Use

Adjourn

To join the Zoom meeting:

<https://us02web.zoom.us/j/81848194456?pwd=d2lLcGZya1rNnlOM1RwUnJ4em1VZz09>

Posted this 16th day of April 2022



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.

Please print your name on the roll.

Jimmy Borman

Lucas Martin - Boys and Girls Club Northern Utah

Von Farnsworth

Jenny Schulte

Charles Seifert

Jess Beaufield

Mikelsian Martzsch

Nathan Wallentine

Wendy Hart

Cristy Henshaw

Rockie Ricks

-The Boys and Girls Club of Northern Utah

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Cache County Clerk/Auditor's office

Cache County Sheriff

Cache County Sheriff's office

Utah Election Integrity

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River Heights City

Council Meeting

April 19, 2022

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7 Present: Mayor Jason Thompson
8 Council members: Sharlie Gallup
9 Tyson Glover
10 Janet Mathews
11 Chris Milbank
12 Blake Wright
13 Recorder Sheila Lind
14 Public Works Director Clayton Nelson
15 Finance Director Cliff Grover
16 Treasurer Wendy Wilker
17
18 Others Present: See Roll
19 Electronically Present: Kelleen Potter, Cindy Schaub, Heather Lehnig
20
21

The following motions were made during the meeting:

22 23 24 Motion #1

25 Councilmember Glover moved to “adopt the minutes of the council meeting of April 5, 2022, and
26 the evening’s agenda.” Councilmember Milbank seconded the motion, which passed with Gallup, Glover,
27 Mathews, Milbank, and Wright in favor. No one opposed.
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29 Motion #2

30 Councilmember Milbank moved to “pay the bills as listed.” Councilmember Gallup seconded the
31 motion, which passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.
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33 Motion #3

34 Councilmember Milbank moved to “postpone a vote on Ranked Choice Voting.” Councilmember
35 Glover seconded the motion, which didn’t carry. Glover and Milbank were in favor and Gallup, Mathews
36 and Wright opposed.
37

38 Motion #4

39 Councilmember Gallup moved to “discontinue Ranked Choice Voting until further notice or until
40 the Council decided to reconsider.” Councilmember Mathews seconded the motion, which carried with
41 Gallup, Mathews, and Wright in favor. Milbank and Glover opposed.
42

43 Motion #5

44 Councilmember Wright moved to “accept Cache Valley Excavation’s base bid and bid alternates
45 for a total of \$405,982.50 and that the project moves forward, contingent upon RAPZ funding being

46 awarded, so with that and the amount that's been budgeted they would be able to do the project."
47 Councilmember Glover seconded the motion, which carried with Gallup, Glover, Mathews, Milbank, and
48 Wright in favor.

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Proceedings of the Meeting:

53 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the
54 River Heights City Building on Tuesday, April 19, 2022, for their regular council meeting.

55 Pledge of Allegiance and Opening Thought: Councilmember Gallup gave a thought.

56 Adoption of Previous Minutes and Agenda: Minutes for the April 5, 2022, meeting were reviewed.

57 **Councilmember Glover moved to "adopt the minutes of the council meeting of April 5, 2022,**
58 **and the evening's agenda." Councilmember Milbank seconded the motion, which passed with Gallup,**
59 **Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

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

61 Mayor Thompson

- 62 • He planned to discuss Rod Rounds water connection request at the next meeting. He had talked
63 to Engineer Rasmussen and Attorney Jenkins about Rod Rounds request to connect his property in
64 the county to River Heights water and read from their opinions. In general, Engineer Rasmussen
65 replied that providing services outside of the city can become problematic and cause additional
66 burden on the city. He suggested encouraging Mr. Rounds to annex to River Heights. The County
67 has said they are ok with an island. However, the state code is clear that islands shouldn't be
68 created with annexations. Once Mr. Rounds gets water from the city, there would be no incentive
69 for him to ever annex. The mayor read from the Attorney Jenkins comments, who also was not in
70 favor of providing water services outside of the city and recommended against the action.
- 71 • He reported it was likely his long-term idea for the Old School wouldn't happen until at least a
72 year. His biggest desire for the building is to offer something that River Heights residents would
73 benefit from.

74 Councilmember Wright didn't have anything to report.

75 Councilmember Gallup

- 76 • The Easter Egg hunt was a success and the community enjoyed it.

77 Councilmember Glover

- 78 • He hoped to discuss 400 South sidewalk options at the next meeting.
- 79 • He has been working with PWD Nelson on sidewalk repair decisions.

80 Councilmember Mathews

- 81 • She had met with PWD Nelson and Engineer Rasmussen about capital projects for 2023. The
82 lower well improvements estimate has gone up significantly, from \$200,000 to \$400,000. She
83 noted the importance of getting it done as soon as possible so the city will have a water source
84 back-up in place.

85 Councilmember Milbank

- 86 • The irrigation water is running.

87 FD Grover

- 88 • He discussed the financial summary. Cash has increased and everything is tracking on the
89 budgets. Capital Projects are behind in expenditures by about \$348,000. Water and sewer are
90 ahead substantially.

- He asked council members to schedule time to meet with Treasurer Wilker about their budgets since he has had some things come up.

Public Works Director Nelson

- He discussed sidewalk repairs. The capital projects budget had \$50,000 for sidewalk replacement this year. However, concrete is currently very expensive. They decided to use the money for cutting repairs, which they had bid at \$29,000. The cutting company bid what they felt they could accomplish by the end of the fiscal year, which would include most of the city (except for Stewart Hill and Saddlerock).

Mayor Thompson

- He met with Engineer Rasmussen and PWD Nelson last week and has asked Mr. Rasmussen to create an eight-year infrastructure plan, which will help them with budget preparation.

Treasurer Wilker

- She presented and answered questions regarding the list of bills to be paid.
- She gave her cell number for the council members to schedule appointments with her to discuss their budgets.

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

Public Comment: Cindy Schaub was grateful the podium had been moved so she could see the speaker from Zoom. She went on record as stating she does not care for Ranked Choice Voting. She felt it was confusing and had heard the same opinion from others.

Discuss Old School Use: Mayor Thompson said there had been several groups interested in using the building. The Boys and Girls Club had reached out and requested use of the full building. They had done a walk-through prior to the meeting. He invited them to come and present their desired use of the building.

Jenny Schultz of the Boys and Girls Club explained their program and said they were looking for a larger place to house more families. They saw a lot of possibilities for the building. They provide out of school care to school age kids. She discussed a survey they had done with families in the valley which showed there is a great need. Currently there are many families from Cache Valley who take their children to the Club’s location in Tremonton. She handed out information about their program.

Councilmember Gallup asked what their typical week looked like in the summer. Ms. Schulz said they run from 7:45am-6:00pm. They would start with K-5th grade ages and might move into teen programs later. They have about 97 different activities for the kids in the summer. Their staff is 1/15 or 1/20. They plan on about 120 kids. They might limit the amount as they are getting started. This would be their only location right now.

Councilmember Milbank asked if the kids were bussed. Ms. Schulz said they have vans that transport from school to their facility. They like to get the kids outside when the weather permits. The teachers are trained staff and occasionally parents. It’s a national program of which they are a franchise. They get state and federal money and seek grants.

Councilmember Gallup asked about possible damage to the building. Ms. Schulz said there could be occasions when minor things happen, which is in their budget. They were interested in a one-year contract to see how it goes. They want to show the community the need for what they offer.

Councilmember Wright asked if there are other tenants currently using the building. Mayor Thompson said there is a church group who uses it on Sundays and is contracted until May 1. The audiologist had a couple years left on his contract.

136 Ms. Schulz explained they also run their program after school until 6:30pm. They are working with
137 the school district and transit district on transportation.

138 Mayor Thompson explained the city has a few rooms in the building which they have claimed. Ms.
139 Schulz said they have shared buildings in the past and have been able to make it work. She felt the
140 classrooms would work well for what they need. They currently use an old seminary building in
141 Tremonton which the council was welcome to visit. They would like a place in the building to be able to
142 prepare healthy snacks for the kids.

143 Mayor Thompson informed that the building requires the cost of utilities and maintenance. The
144 rent they were offering would be helpful. A partnership could benefit both groups. He said he benefited
145 from the Boys and Girls Club growing up and was supportive. He suggested looking at a one-year contract
146 and then see if they wanted to address long term.

147 Councilmember Gallup asked if their survey included other cities besides Logan. Ms. Schulz felt it
148 included a good mix of cities around the valley. Ms. Gallup asked if all 120 kids would be running to the
149 park all at one time. Ms. Schulz confirmed they send them out by age group. They also transport the kids
150 to other parks, so they don't bombard one area.

151 Mayor Thompson said the city may require a copy of their schedule to prevent conflicts with the
152 city ambassador activities. Councilmember Gallup also wanted the gym to be available for community
153 events and citizens who may want to rent it. Ms. Schulz said they would be willing to work with that.

154 Review of Ranked Choice Voting (RCV) – County Clerk Jess Bradfield and Kelleen Potter: Kelleen
155 Potter presented data from a survey taken before the election results were released. She discussed the
156 accuracy and results of the survey. There were many positive reviews of RCV.

157 Mayor Thompson asked for explanation on how audits work on a RCV election. Ms. Potter said
158 there is a higher-level person who could come to Utah to do the audit. There was also an auditor in Utah
159 County.

160 Mayor Thompson asked her to explain the biggest unforeseen challenges that happened during
161 the election that had her frustrated. Ms. Potter said, it was educating voters and candidates on how RCV
162 worked. Each city had different amounts of funding to spread information. She wished they could have
163 done more. There was a lot of misinformation out to the public.

164 Councilmember Milbank felt political parties would resist RCV for reasons which included not
165 having a primary. Ms. Potter said RCV can be used for a party primary. She felt RCV more fully expressed
166 the will of the voters. She also said if someone withdraws from a race, then a voter's ballot is not wasted
167 because it would allow their 2nd or 3rd choice to be counted.

168 Councilmember Gallup asked if the survey asked political party affiliation. Ms. Potter said they
169 made sure it was balanced based on the percentage of the party in the area.

170 Jess Bradfield introduced himself as the Cache County Auditor/Clerk who runs elections. He felt it
171 wasn't his place to push RCV or not. He discussed his neutral observations. Some positives for RCV were
172 cost savings and 50% plurality. He said Ms. Potter was great to work with. He didn't see any negative
173 campaigning from RCV candidates. He agreed that voter outreach was an issue. River Heights had the
174 highest number of overvotes and undervotes (as were an issue in other places). The RCV method took
175 longer to release results. He said true audits were difficult and explained how they worked. He felt the
176 state should have auditors of their own, rather than using a third party.

177 Mayor Thompson asked Mr. Bradfield what his biggest frustration was with RCV that he had to
178 deal with. Mr. Bradfield said the election got more political; the timing wasn't great due to the political
179 climate of the country. Other than that, they could work through the issues.

180 Councilmember Gallup asked about audits and when they were performed. Mr. Bradfield said
181 audits were allowed on close vote elections.

183 Mr. Bradfield said he would email an analysis of River Heights votes counted and disqualified to
184 Mayor Thompson, who would forward the information to the Council.

185 Mr. Bradfield said it's typical to hear more about the bad than the good. Most of the negative
186 comments came from those who were older/elderly.

187 Utah Election Integrity (UEI) – Cristy Bulkley: Christy Bulkley Henshaw and Wendy Hart gave an
188 overview of what they do as part of Utah Election Integrity. They are a non-profit organization with three
189 main goals, which are to oppose HB 36, SB 54 and RCV. They are volunteers from Utah County. She
190 explained a poll they had done, which concluded that most people didn't like RCV.

191 Wendy Hart said RCV isn't fair and discussed 7 reasons why. She said it is driven by money.

192 Councilmember Milbank asked who the power brokers were and their motivations. Ms. Hart
193 listed who they were. She didn't know their motivations for pushing for RCV and Fair Vote.

194 Councilmember Glover asked the prior councilmembers what their reasons were for supporting
195 RCV in the last election. Councilmember Milbank felt the system was more democratic, more so than the
196 two-party system. It seemed to him that it would give more people an opportunity to run and a better
197 chance at winning. Ms. Hart explained that RCV gives an illusion that third parties have more of a chance
198 and explained how it actually works/doesn't work.

199 Councilmember Gallup voted for it because she was naive and only had a few minutes to decide.
200 She wanted to be objective and was told they used this method in New York and Utah County with
201 positive feedback. Councilmember Wright voted against.

202 Mayor Thompson thanked all those who presented.

203 Annual Update and New Contract for Animal Control and Law Enforcement Services – Sheriff

204 Jensen: Lt. Bartchi and Deputy Wallentine were in attendance in place of Sheriff Jensen. Lt. Bartchi
205 presented and explained the contracts. The County is building an animal control shelter that cities have
206 the option to use for impounding. He explained what they will offer and their collaboration with USU
207 veterinary training. This year they are offering a three-year contract for law enforcement (as requested
208 by other cities) and the usual one-year contract for animal control.

209 Councilmember Milbank asked where they spend their time in River Heights. Lt. Bartchi read from
210 the River Heights report, which represented a variety of calls, none too serious.

211 Mayor Thompson said River Heights has been frustrated with the lack of help on animal control in
212 the parks. He asked Recorder Lind to give her input, which she did. She mentioned that the city does not
213 see any money for citations, which means they are not being given out. The park has a big dog problem
214 which citations would help to remedy. Mr. Bartchi explained they need a signed complaint before a
215 citation can be written. His animal officers are not focused on revenue. Their main goal is behavior
216 change. He agreed they don't issue many citations. They have two or three staffed animal control
217 officers, which cover the weekday hours. On weekends their deputies can take animal calls.

218 Councilmember Gallup asked if they could come to the park on a weekend because there are
219 more dogs in the parks during that time.

220 Mayor Thompson asked that animal control work directly with Recorder Lind about prime times to
221 catch those in the park. Ms. Lind explained she has talked to them numerous times over numerous years
222 and it doesn't happen. PWD Nelson said there are dogs in the park constantly. The mayor asked Lt.
223 Bartchi if they could work hard on this in the next month.

224 Mayor Thompson said they won't adopt the contracts tonight. He will have the attorney look at
225 them first. He thanked Deputy Wallentine for working with the city.

226 Lt. Bartchi said he will do his best to get officers in the park, although they are short-staffed right
227 now.

228 The Council took a short break.

228 Mayor Thompson discussed the reasons the city wants to enforce no dogs in the park. He wants
229 to keep holding the animal control officer's feet to the fire until the City gets what they need from them.
230 Councilmember Gallup asked what other cities pay for animal control. Mayor Thompson will
231 check with Lt. Bartchi.

232 Discussion on Rank Choice Voting and Vote for its Use Moving Forward: Mayor Thompson had
233 very strong opinions but asked for council opinion first. Councilmember Wright was curious why they
234 were talking about it now when there's not an election coming up. Mayor Thompson affirmed there was
235 nothing pushing it right now, but both sides of RCV wanted to present and since the election was freshly
236 over, he felt it would be a good time to discuss and vote on it. The council could also change their vote
237 before an election.

238 Councilmember Wright had found RCV to be very confusing. He went through the tabulations
239 multiple times and did homework and still didn't fully understand it. The feedback he got was that people
240 didn't like it. He realized some people were fine with it, and just didn't tell him their opinion.

241 Councilmember Gallup felt the RCV system was ambiguous and not straight forward. When voters
242 are unsure of the system their confidence goes down.

243 Councilmember Glover heard from his neighbors who said they preferred it. He noted that it
244 might be best to hear from the older population.

245 Councilmember Mathews reported that a lot of confused people talked to her about how RCV
246 works, even very intelligent people. Her feeling was they wanted to vote the old way.

247 Councilmember Milbank was aware that change is hard and RCV seemed very confusing.
248 However, he felt it represents more of the will of the people. He felt the current political party system is
249 broken. RCV may be a more democratic approach. He said change needed to start somewhere. The
250 country is in trouble because of politics. If RCV is fairer in the end and becomes more accepted, it may be
251 a good change. The people he heard from liked RCV.

252 Councilmember Glover questioned if the majority of River Heights would favor RCV.

253 Mayor Thompson expressed strong opposition to RCV. He said no price can be placed on
254 freedom, transparency, and integrity of our actions. The principle he heard tonight was about cost
255 savings. RCV is extremely confusing, and the integrity of the results is being called into question. There
256 was no way to audit this system effectively. Why would they want to use a system that casts huge
257 shadows of doubt? He viewed RCV as a big issue and they are starting with municipalities. We said they
258 need to ask the guiding principles on what they are basing their decision. He asked if there was a motion
259 to abandon RCV for now.

260 **Councilmember Milbank moved to "postpone a vote on Ranked Choice Voting."**

261 **Councilmember Glover seconded the motion, which didn't carry. Glover and Milbank were in favor and**
262 **Gallup, Mathews and Wright opposed.**

263 **Councilmember Gallup moved to "discontinue Ranked Choice Voting until further notice or until**
264 **the Council decided to reconsider." Councilmember Mathews seconded the motion, which carried with**
265 **Gallup, Mathews, and Wright in favor. Milbank and Glover opposed.**

266 Councilmember Glover asked for more notice before discussions on hot topics so they could have
267 more time to talk to their constituents. Councilmember Wright suggested they learn how RCV works so
268 they can explain it to others. Mayor Thompson felt the RCV proponents should foot the bill for public
269 education on how it works.

270 Councilmember Mathews felt people who were confused should be educated. Until that
271 happens, she'd like to continue with the old way of voting. Mayor Thompson asked if it was worth it if
272 75% of the people are for and 25% don't understand how it works. He said we are told the system has
273 integrity and its transparent, but they can't see it, they just must trust that it is.

275 Discuss and Accept Stewart Hill Park Bid: Councilmember Gallup remembered they were going to
276 discuss and vote on a name for the park. Councilmember Milbank said they are currently calling it
277 Stewart Hill Park for ease. It can be given an official name later.

278 Councilmember Milbank said he and PWD Nelson went through the two bids with Engineer
279 Rasmussen. He discussed the bid tabulation.

280 Councilmember Gallup asked where the additional decorative fence would be placed.

281 Councilmember Milbank explained it will go along the east side from the road to the cemetery. Ms.

282 Gallup wondered if the resident might prefer a privacy fence. Mr. Milbank said he talked to her, and she
283 liked it.

284 Councilmember Milbank explained that concrete, parking lots and utilities were included in phase
285 one. He will be meeting tomorrow with the county to discuss and answer questions on the RAPZ grant
286 application he turned in. He felt the 8" water line portion of the bill to connect the two Stewart Hill Drives
287 should be paid for by the water fund. PWD Nelson responded that this didn't come up on the water
288 priority list that was discussed earlier today with Councilmember Mathews and Engineer Rasmussen.

289 Mayor Thompson said he had tasked Engineer Rasmussen with making a list of where he thought
290 they should keep their minimums in the water and sewer funds to help them in determining their capital
291 improvement lists each budget year. He felt they had gotten off course on keeping up with a solid
292 infrastructure plan to make sure they could cover the most urgent projects. He'd like to see them follow
293 the recommendations of the city engineer, although they don't have to.

294 Councilmember Gallup asked if both parking lots would be built in this phase. If so, she preferred
295 lights also be installed. Councilmember Milbank discussed what was in the bid and said there is also a lot
296 of ambient light in the area.

297 Councilmember Glover asked if they could accept the bid upon conditions of the RAPZ award.
298 Councilmember Milbank said the bids can't be guaranteed because construction prices keep going up. He
299 didn't want the city to be left in a bind. Councilmember Wright said they can make the motion
300 contingent. Mr. Milbank didn't know the bid expiration date. PWD Nelson said the sooner the contractor
301 knows, the better so they can get supplies ordered for the project. Mayor Thompson felt going forward
302 with a vote of spending \$400,000, without the funding might not be a good idea.

303 Councilmember Wright pointed out that if it didn't get funded, they would need to come back to
304 the Council anyway.

305 Councilmember Gallup asked what the award amount would need to be from RAPZ to go forward
306 on the project. Councilmember Milbank mentioned there are parts of the project they can cut if needed.

307 Councilmember Wright said if the math didn't work out, they would need to come back to the council.

308 Councilmember Glover suggested they could revise what was included with Phase 1.

309 **Councilmember Wright moved to "accept Cache Valley Excavation's base bid and bid alternates
310 for a total of \$405,982.50 and that the project moves forward, contingent upon RAPZ funding being
311 awarded, so with that and the amount that's been budgeted they would be able to do the project."**

312 **Councilmember Glover seconded the motion, which carried with Gallup, Glover, Mathews, Milbank,
313 and Wright in favor.**

314 Discuss Old School Use: Mayor Thompson's plan was to work with Attorney Jenkins on a contract
315 with the Boys and Girls Club and work with PWD Nelson on making sure the city keeps the space they
316 need. He asked if there were any objections on renting to them. Councilmember Gallup was interested in
317 how many River Heights residents would be using their service. She didn't want to be supporting a
318 program that was only for Logan residents.

318 Councilmember Wright asked what the yearly operating cost were for the building. He was told
319 \$24,000. The Boys and Girls Club would bring in \$72,000/year. Discussion was held on who would be
320 cleaning the building and purchasing supplies. The mayor said the renters would do this.

321 Mayor Thompson said The Club would be willing to integrate a library, which he is passionate
322 about. He is looking at funding for building improvements. He likes the Club's ability to get funding as
323 well.

324 Councilmember Gallup asked if their program might grow too big for River Heights. The mayor
325 asked everyone to email him their concerns so they can address them in the contract.

326 Councilmember Milbank felt they had an obligation to take opportunities that would help offset
327 costs.

328 The mayor was interested in a key card system for access to the building. The system would be
329 able to track who was going in and out as well as limit the hours their card would work.

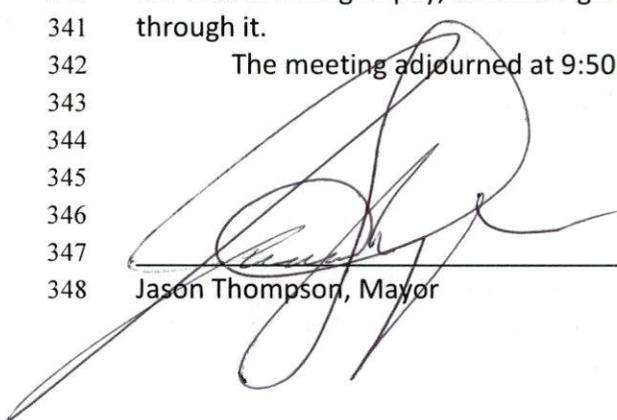
330 Councilmember Gallup wondered about the noise level inside the building. Mayor Thompson said
331 the obligation to bring in revenue is a greater concern than to have quiet offices and storage use for the
332 city.

333 Councilmember Mathews wanted the gym to be available for residents to rent. Discussion was
334 held on parameters that can be addressed in the contract. He will bring the lease draft back to the council
335 to make sure they are okay with it.

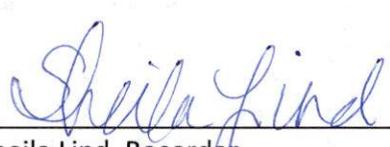
336 Councilmember Glover asked who the other applicants were who have inquired about the
337 building. Mayor Thompson said there were people who wanted to rent the whole building and sublease
338 it. A photographer wanted to rent one room. An artist wanted a couple rooms. There were other
339 options, but they wouldn't allow community use. Some wanted it for free. No others offered the amount
340 the Club is willing to pay, which is right in line with what the real estate agent suggested when he walked
341 through it.

342 The meeting adjourned at 9:50 p.m.

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Jason Thompson, Mayor



Sheila Lind, Recorder

River Heights City Bills To Be Paid

April 19, 2022

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Alltech	Monthly Billing	\$24.32						\$24.32	\$24.32	\$72.96
2	Bio-West	Stewart Hill Park			\$2,784.98						\$2,784.98
3	Blue Stakes	Billable E-Mail Notifications						\$5.64	\$5.64	\$5.82	\$17.10
4	Cache Valley Publishing	Ad for Bid Stewart Hill Drive	\$285.80								\$285.80
5	CAL Ranch	Work Gloves			\$19.48			\$19.48	\$19.49	\$19.49	\$77.94
6	Caselle	Monthly Support	\$91.69						\$91.66	\$91.65	\$275.00
7	Daines & Jenkins	Legal Fees	\$2,065.50								\$2,065.50
8	Forsgren & Associates	General, Lower Well, Stewart Hill	\$1,025.00		\$430.00				\$3,353.75		\$4,808.75
9	Freedom Mailing	Bill Processing	\$164.28						\$54.76	\$54.74	\$273.78
10	Logan City	Water Consumption							\$152.64		\$152.64
11	Mark Anderson	1/2 Providence Logan Irrigation Share							\$100.00		\$100.00
12	National Equipment Services, LLC	Snow Removal Plow Belt						\$198.59			\$198.59
13	Robertson Utility Products, LLC	Sewer Repair & Maint.								\$390.00	\$390.00
14	Rocky Mountain Power	Electricity	\$272.40		\$55.43	\$24.77		\$1,180.78	\$3,013.84	\$22.71	\$4,569.93
15	Spencer Rasmussen	Flyer Delivery	\$150.00								\$150.00
16	Thomas Petroleum	Fuel For City Vehicles			\$93.33			\$93.33	\$93.33	\$93.31	\$373.30
17	Utah Local Government Trust	Workers Comp Montly Billing	\$12.65		\$19.45			\$59.37	\$75.20	\$79.16	\$245.83
18	Xerox	Monthly copier usage	\$40.41								\$40.41
19											
20											
21											
22	VISA Paid on 04/19/2022 Total of \$935.81										
23	Lynn's Audio & Video	Sewer Camera Repair								\$50.00	\$50.00
24	Amazon	Office Folders	\$53.86								\$53.86
25	Maverik Fuel	Fuel For City Vehicles			\$45.75			\$45.75	\$45.75	\$45.75	\$183.00
26	Maceys	Storm Water Coalition Training						\$31.91			\$31.91
27	Adobe	Monthly	\$16.04								\$16.04
28	Color Blaze	Chalk for Ambassador Activity					\$295.90				\$295.90
29	Rural Water Association	Training							\$150.00		\$150.00
30	Google	Monthly	\$78.00								\$78.00
31	Amazon	Office Folders	\$16.01								\$16.01
32	Amazon	Lanterns Ambassador Activity					\$61.09				\$61.09
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Page 1 SubTotals

\$4,295.96

\$3,448.42

\$24.77

\$356.99

\$1,634.85

\$7,180.38

\$876.95

\$17,818.32

Page 1 Total Amount to be Paid \$17,818.32

River Heights City
 Financial Summary - Updated
 March 31, 2022

		<u>Cash Balance By Fund</u>		Net Change	% of Total			
		02/28/22	03/31/22			YTD Actual	Annual Budget	Unexpended Budget
General Fund		236,168.99	270,867.73	34,698.74				
Capital Projects Fund		439,461.62	433,506.75	(5,954.87)				
Water Fund		1,116,975.49	1,126,769.70	9,794.21				
Sewer Fund		841,531.27	850,912.48	9,381.21				
Total Cash Balance		2,634,137.37	2,682,056.66	47,919.29				100.00%
Revenue		749,694.63	969,805.00	220,110.37			77.30%	75.07%
Expenditures	Administrative	112,573.24	192,550.00	79,976.76			58.46%	75.07%
	Office	19,123.23	26,040.00	6,916.77			73.44%	75.07%
	Community Affairs	17,246.00	25,550.00	8,304.00			67.50%	75.07%
	Planning & Zoning	709.86	3,205.00	2,495.14			22.15%	75.07%
	Public Safety	188,811.76	218,910.00	30,098.24			86.25%	75.07%
	Roads	93,734.81	146,500.00	52,765.19			63.98%	75.07%
	Parks & Recreation	47,042.43	73,850.00	26,807.57			63.70%	75.07%
	Sanitation	135,452.93	150,000.00	14,547.07			90.30%	75.07%
	School Building	17,383.79	33,200.00	15,816.21			52.36%	75.07%
	Transfer To CP Fund	100,000.00	100,000.00	-			100.00%	
Total Expenditures		732,078.05	969,805.00	237,726.95			75.49%	75.07%
Net Revenue Over Expenditures		17,616.58	-	(17,616.58)				
Capital Projects Fund								
Revenue		909.25	3,000.00	2,090.75				75.07%
Reimbursement Income		-	-	-				
Transfer From General Fund		100,000.00	100,000.00	-				
Expenditures	Administrative	3,000.00	22,000.00	19,000.00				75.07%
	Parks & Recreation	24,722.91	150,000.00	125,277.09				75.07%
	Roads	65,659.69	272,400.00	206,740.31				75.07%
		-	-	-				75.07%
Total Expenditures		93,382.60	444,400.00	351,017.40				75.07%
Net Revenue Over Expenditures		7,526.65	(341,400.00)	(348,926.65)				
Water Fund								
Revenue		381,290.91	457,003.00	75,712.09			83.43%	75.07%
Expenditures		151,275.97	507,140.00	355,864.03			29.83%	75.07%
Net Revenue Over Expenditures		230,014.94	(50,137.00)	(280,151.94)				
Sewer Fund								
Revenue		286,590.37	402,703.00	116,112.63			71.17%	75.07%
Expenditures		216,589.27	438,890.00	222,300.73			49.35%	75.07%
Net Revenue Over Expenditures		70,001.10	(36,187.00)	(106,188.10)				
Combined - All Funds								
Net Revenue Over Expenditures - Combined		325,159.27	(427,724.00)	(752,883.27)				

----- Forwarded message -----

From: **Craig Rasmussen** <crasmussen@forsgren.com>

Date: Tue, Apr 19, 2022 at 12:05 PM

Subject: RE: Rod Rounds Request for Water from River Heights

Jason Thompson <jasonthompson@riverheights.org>, Jonathan Jenkins <jjenkins@dainesjenkins.com>

Jason,

Please see the following from Utah State Code:

Index Utah Code

Title 10 Utah Municipal Code

Chapter 8 Powers and Duties of Municipalities

Part 1 General Powers

Water rates.

Section 22

(Effective 1/1/2021)

10-8-22. Water rates.

-
- (7) A municipality that supplies water outside of the municipality's designated water service area shall supply the water only by contract and shall include in the contract the terms and conditions under which the contract can be terminated.
- (8) A municipality shall:
- (a) notify the director of the Division of Drinking Water of a contract the municipality enters into with a person outside of the municipality's designated water service area, including the name and contact information of the person named in each contract; and
 - (b) each year, provide any supplementing or new information regarding a contract described in Subsection (8)(a), including whether there is no new information to provide at that time.

Craig Summary and Opinion

In essence, as I understand this provision of State Code, to provide water to an entity outside of the "Designated Service Area" you are supposed to do so by a separate contract, and you have to provide record of this to the State Div. of Drinking Water. There is a way to define the Designated Service Area to include property outside of municipal boundary – to do so you have to prepare and submit a map of your service area and identify the area outside of your municipal boundary.

Maintaining a contract and records for service outside of the municipal boundary is problematic and a challenge. Years ago, Hyrum City approved a few water services in the county outside of the city boundary. In at least two instances we are now, or have recently had a lot of problems with these customers. It simply presents a long-term paperwork and tracking problem that the city has to maintain.

From a land use perspective – I strongly recommend that the City tell Mr. Rounds to annex into the City and you will then allow the water connection. The property should either be annexed to River Heights or to Providence (if Providence eventually ends up with the Chugg property). It is not good to leave an island parcel in the county, surrounded by City.

If the city provides a water service to Mr. Rounds at this time, when he is outside the City limits, there is no incentive for this property to ever annex into River Heights City. Yet now and in the future he is benefitting from services the City provides, such as plowing public streets through the city for him to access his property. River Heights City is essentially providing services to the parcel, yet all the taxes are going to the county. It is fair and appropriate for the property to annex into River Heights City before water service is provided. That way the City benefits from the property tax, as well as payment for water and other City charges.

Please contact me if there are other questions about this that I may be able to address.

Respectfully,

Craig R.

----- Forwarded message -----

From: **Jonathan Jenkins** <jjenkins@dainesjenkins.com>

Date: Tue, Apr 19, 2022 at 3:19 PM

Subject: FW: Rod Rounds Request for Water from River Heights

Jason Thompson <jasonthompson@riverheights.org>

Mayor: The idea of providing municipal services to homeowners outside of the city boundaries is inapposite to the primary purpose of the city. We charge taxes and exercise jurisdiction over persons and property within city boundaries, in part, so we can provide those services. When you start allowing others to hook on you are creating a problem because we don't have authority over those homeowners. More importantly, the legislature has given cities a mandate to eliminate islands between the city and the county. By allowing county residents to remain in the county and utilizing municipal services, we are thwarting those instructions from the legislature. Moreover, when a city extends a water line outside of its corporate boundaries it places itself in a position that it has assumed the duty to supply such service to others without discrimination. It becomes a slippery slope. Once we set this precedent it becomes difficult to say no to others and there always seems to be many others. In my experience the contractual obligations required to allow them to hook becomes more trouble than its worth. If a party wants to receive municipal services they need to annex in. There is no reason why that cannot be done here. I would recommend against this action. Please contact me if you have questions.

Safe Places Are Our Foundation

Since the very first Club opened in 1860 with the purpose of giving local kids a safe place to go, safety has been the No. 1 priority of Boys & Girls Clubs.

After all, safety is where it all begins. Our data shows that environments that are safe, positive and inclusive are essential for young people's development. When kids feel safe, they're empowered to learn, connect with their peers and explore their interests. At Boys & Girls Clubs, kids and teens can rely on a safe, consistent and welcoming environment where they can focus on what's most important – being a kid.

The landscape of youth safety has drastically changed in our 160+ year history. From public health crises like the COVID-19 pandemic to the Internet's impact on bullying and self-esteem, kids face new threats to their stability and well-being each day.

To meet the evolving safety needs of kids, families and communities, Boys & Girls Clubs works continuously to enhance safety policies, practices and trainings to ensure youth are safe and protected. Providing safe spaces for youth is our No. 1 job.

89% of Club members say they can talk to an adult at the Club if they have a problem.

Club Programs

Club programs are designed to empower youth to excel in school, become good citizens and lead healthy, productive lives. We offer programs for all ages 5 to 18.

Sports & Recreation programs help develop physical fitness, reduce stress and promote a positive use of leisure time, appreciation for the environment and interpersonal skills.

80% of Club alumni said the Club had a positive impact on their attitude toward fitness and health.

Career & Education programs are designed to ensure that all Club members graduate from high school on time, ready for a post-secondary education and a 21st-century career.

Participants in the Project Learn program reported 87% fewer missed school days when compared with non-Club youth.

Art programs are designed to foster creativity in young people, and give them outlets for self-expression. From photography to dance, our arts programs have something that will inspire everyone.

76% of low-income Club members ages 12-18 reported earning mostly As and Bs, compared to 67% of their peers nationally.

Health & Wellness programs develop young people's capacity to engage in positive behaviors to nurture their well-being, set personal goals and grow into self-sufficient adults.

41% of twelfth grade Club girls participate in daily physical activity, compared with 29% of twelfth grade girls nationally.

Character & Leadership programs help youth become responsible, caring citizens and acquire skills to participate the democratic process. Program participants also develop leadership skills and gain opportunities for planning, decision-making, contributing to Club and community and celebrating our national heritage.

89% of Club youth said they can stand up for what is right; 91% of Club youth reported that as a leader, they make sure everyone feels important.

Inspiring Positive Change

Our mission centers on nurturing the enormous potential inside every young person.

Kids and teens deserve access to experiences and opportunities that change their lives for the better – regardless of their socio-economic status, color of their skin or other factors that contribute to inequity or prejudice in the U.S. today.

Clubs provide inclusive environments where youth of all races, abilities, gender expressions and backgrounds are encouraged to express themselves and deepen their understanding of and respect for others. Through community service, leadership programs and elevating their voices on critical issues such as race equity and social justice, Club kids and teens work together to create positive change and envision a better tomorrow.

Boys & Girls Club is committed to furthering our national Diversity, Equity and Inclusion.

95% of Club members say the people at their Club accept them for who they are.

Someone Who Cares

With caring trained staff, we provide caring guidance and support to kids and teens in order to help them grow into confident, capable adults.

In a mentoring program at the local Boys & Girls Club, young people find positive adult mentors in staff who notice their strengths, listen to their concerns and open up doors of possibility. From connecting youth to a program that deepens their interests to sparking their curiosity in a future career field, inspiring mentors help kids and teens explore their full potential.

95% of Club members say the adults at their Club believe that they will be a success.

Empowering kids with skills to manage their emotions and build resiliency.

Supporting the mental health of kids and teens is more important than ever.

Growing up can be hard on a young person of any generation, but today's kids and teens are facing an ever-evolving pandemic, civil unrest and racial inequality, school shootings, social pressures online and systemic inequities that create barriers to success.

It's no surprise that young people are feeling stressed.

Mental health and wellness are just as important as physical health and fitness and can impact our participation in and enjoyment of life. And for kids and teens, it's critical to nurture mental health and address any mental health concerns early – as 50% of lifelong mental health conditions start by age 14.

Clubs equip young people with the skills they need to manage their emotions and build resiliency so they can engage in every opportunity that comes their way. Trained, caring staff knows that the key is to establish a trusting relationship and open dialogue that help staff and youth recognize changes in thoughts, feelings and behaviors, as well as know when to get help.

About 20% of young people ages 3 to 17 in the U.S. have a mental, emotional, development or behavioral disorder.

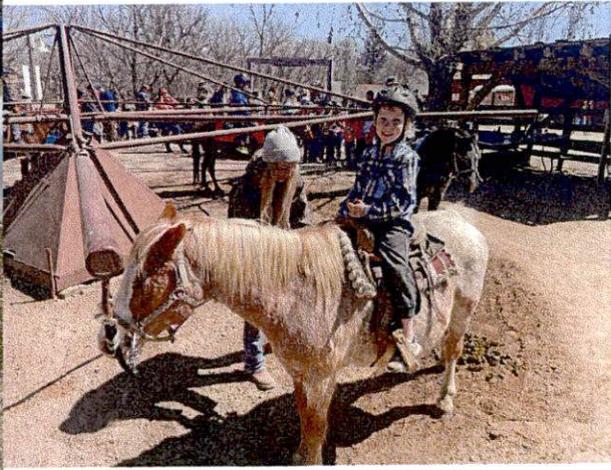
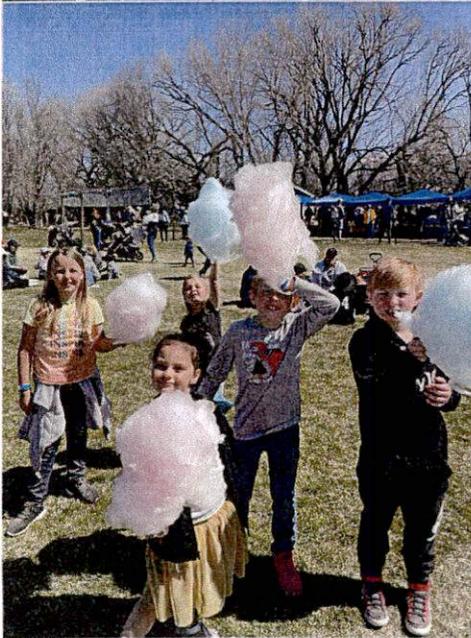
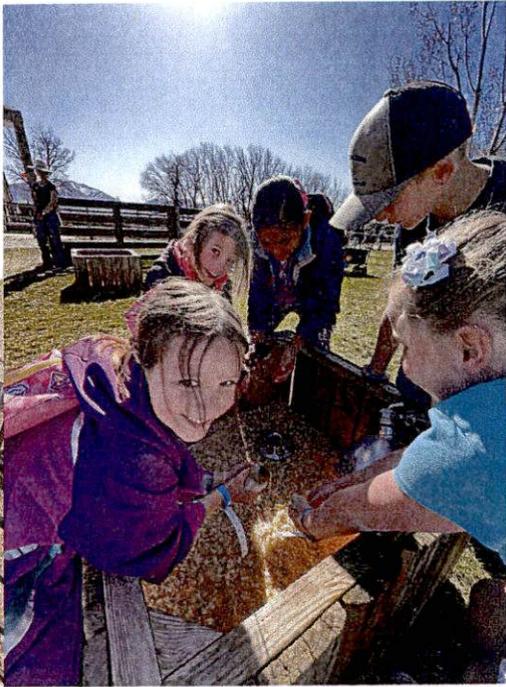
Get Involved!

The Boys & Girls Club of Northern Utah needs you. Without our communities, companies and partners; youth will be left on their own during critical out-of-school time. Thanks for your interest in Boys & Girls Clubs of Northern Utah. There are many reasons to partner with our organization, and we look forward to discussing opportunities with you in the future.

For More Info:

Jenny Schulze
Boys & Girls Club of Northern Utah
435-723-6224 ext 5342
jschulze@bcbrclub.org

Boys & Girls Club of Northern Utah Spring Break 2022



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, 2022 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, 2022. If such payment is not remitted to the County Executive's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of one percent (1%) per calendar month for each month that any part of 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

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, 2022 through June 30, 2023. 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, 2022 and shall run for a three-year period. With the consent of the River Heights City Council, this Agreement may be renewable for successive three-year periods. The Sheriff shall be the administrator of this Agreement.

In the event the CITY desires to renew this Agreement for any succeeding three-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 three year period.

Notwithstanding the provision of this paragraph hereinbefore set forth, either party may terminate this Agreement at any time by giving sixty (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 2024, 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, 2022 for the first year of the contract; December 31, 2023, for the second year of the contract and December 31, 2024, for the third year of the contract. If such payment is not remitted to the County Executive's Office when due, the COUNTY is entitled to recover interest on any unpaid balance at the rate of one percent (1%) per calendar month for each month that any part of 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

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, 2022, through June 30, 2024. 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.

CONTRACT YEAR	CATEGORY	HOURS	AMOUNT
2022 - 2023	Contract Funds	319	\$16,736.00
2023 - 2024	Contract Funds	350	\$18,322.00
2024 - 2025	Contract Funds	402	\$21,044.00

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.



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WANT TO LEARN MORE ABOUT RANKED CHOICE VOTING?
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Y2 Analytics Survey Methodology



- 1,995 Utah voters participated in this survey (1,471 living in RCV cities; 524 in Non-RCV cities)
- Model of 2021 municipal general election turnout estimated using age, party registration, active status, length of registration, and past election turnout.
- Data were weighted according to the projections to the likely voter proportions provided by the PPS sample, including weights for registered party, gender, quintiles of turnout probability, congressional district, county, and age to reflect the likely voter population statewide.
- Margin of error: ± 2.6 percentage points

MAJORITY OF RCV VOTERS FOUND METHOD "VERY EASY"



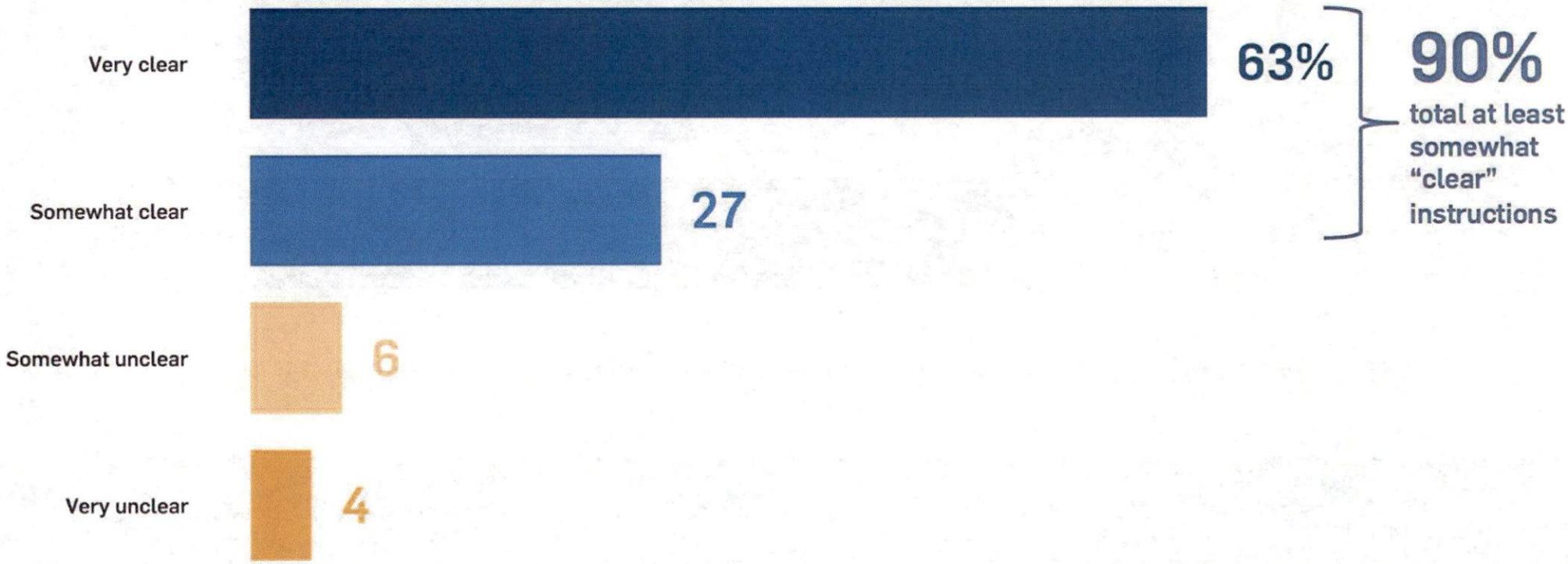
"How easy or difficult did you find Ranked Choice Voting to use?" (shown to RCV election voters only) (n = 1,123)



90% OF RCV PARTICIPANTS SAY INSTRUCTIONS WERE CLEAR



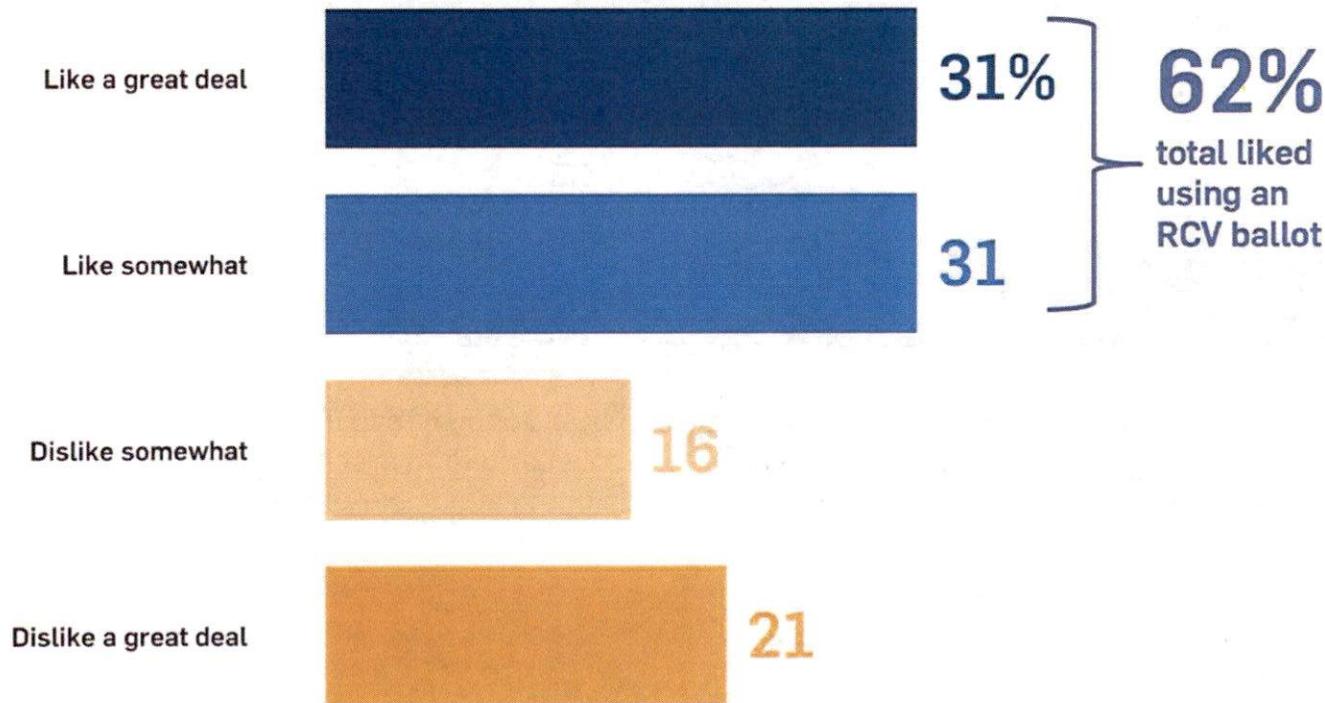
"How clear or unclear were the instructions you received about how to fill out your Ranked Choice ballot?" (shown to RCV election voters only) (n = 1,102)



3-OUT-OF-5 VOTERS IN RCV ELECTIONS LIKED THE PROCESS



"How much did you like or dislike using a Ranked Choice Voting ballot?" (shown to RCV election voters only) (n = 1,110)

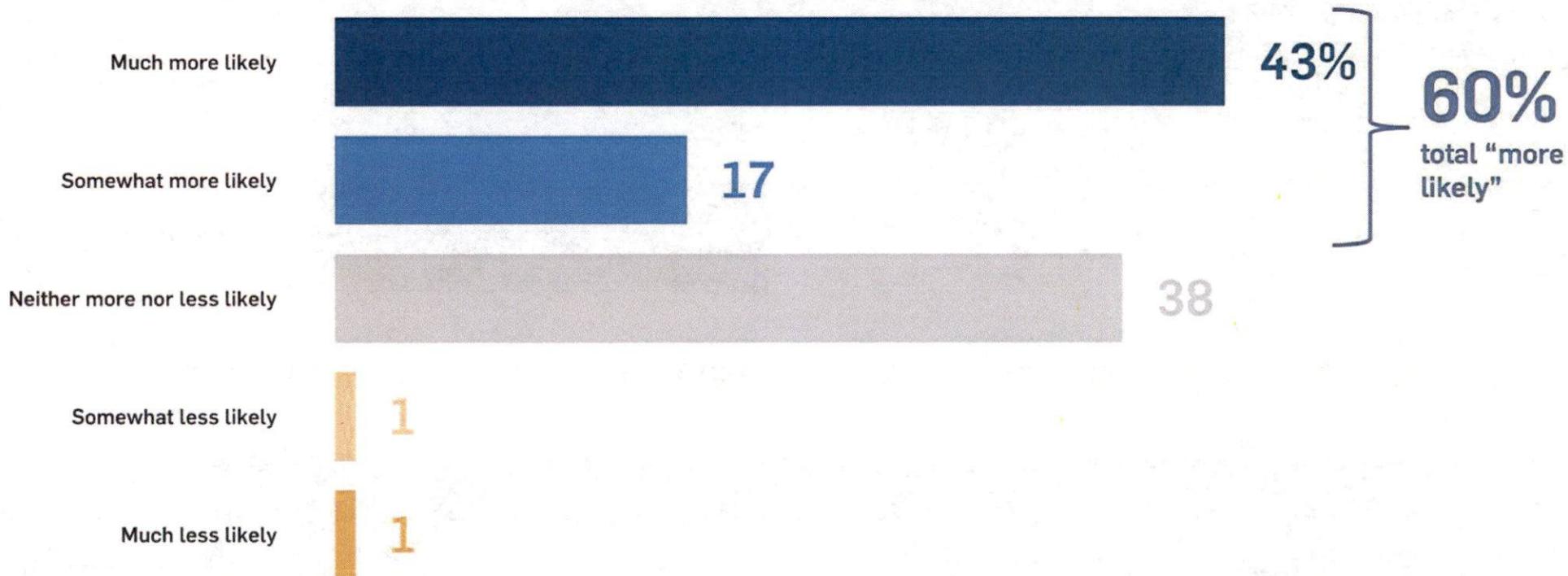


SLC voters were 29 percentage points more likely to say they liked RCV than were Sandy residents (80% total SLC compared to 51% total Sandy), but a majority of the voters in both of these cities gave positive reviews.

RCV PARTICIPANTS LIKELIER TO VOTE FOR FAVORITE CANDIDATE



“Some voters claim that in some elections they vote for a candidate that is not their favorite because their favorite candidate has little or no chance of winning their vote will be wasted. Were you more or less likely to vote for your favorite candidate in this election?” (shown to RCV election voters only) (n = 1,110)



OVERALL SATISFACTION SAME FOR RCV/NON-RCV ELECTIONS



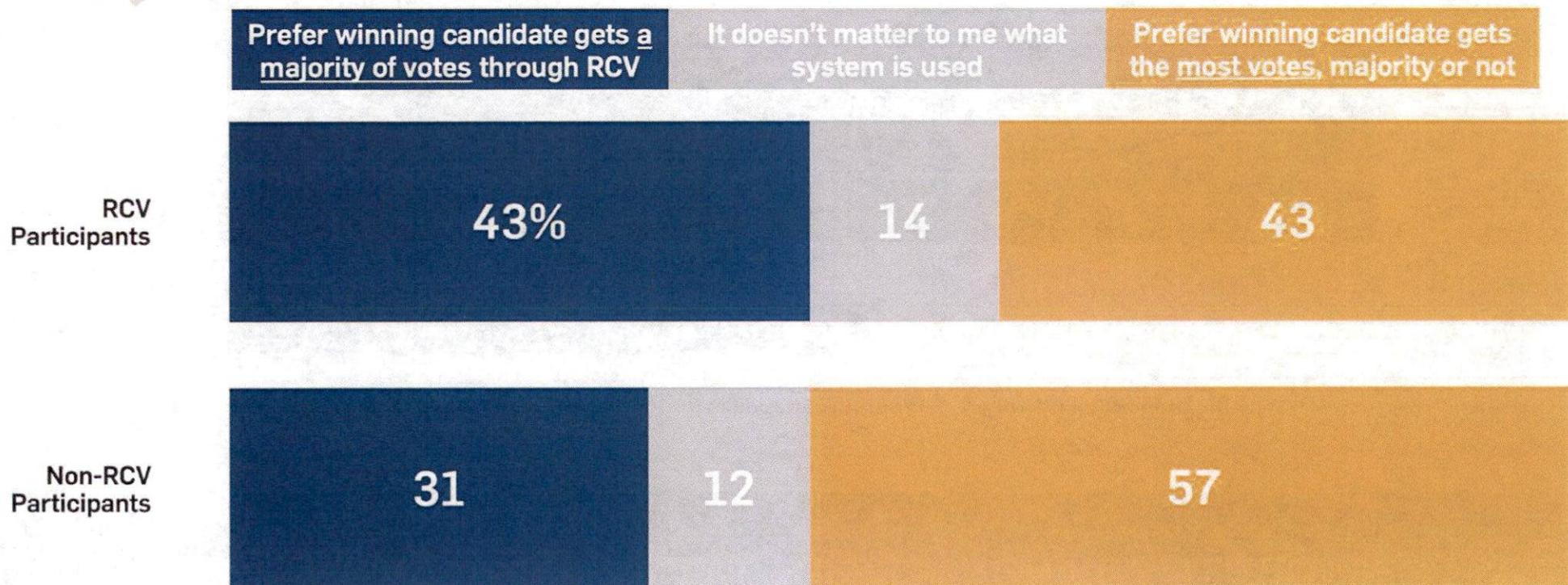
"Overall, how satisfied were you with your voting experience in this year's Municipal Election?" (n = 1,627)



RCV PARTICIPANTS SPLIT ON ELECTION RULES PREFERENCE



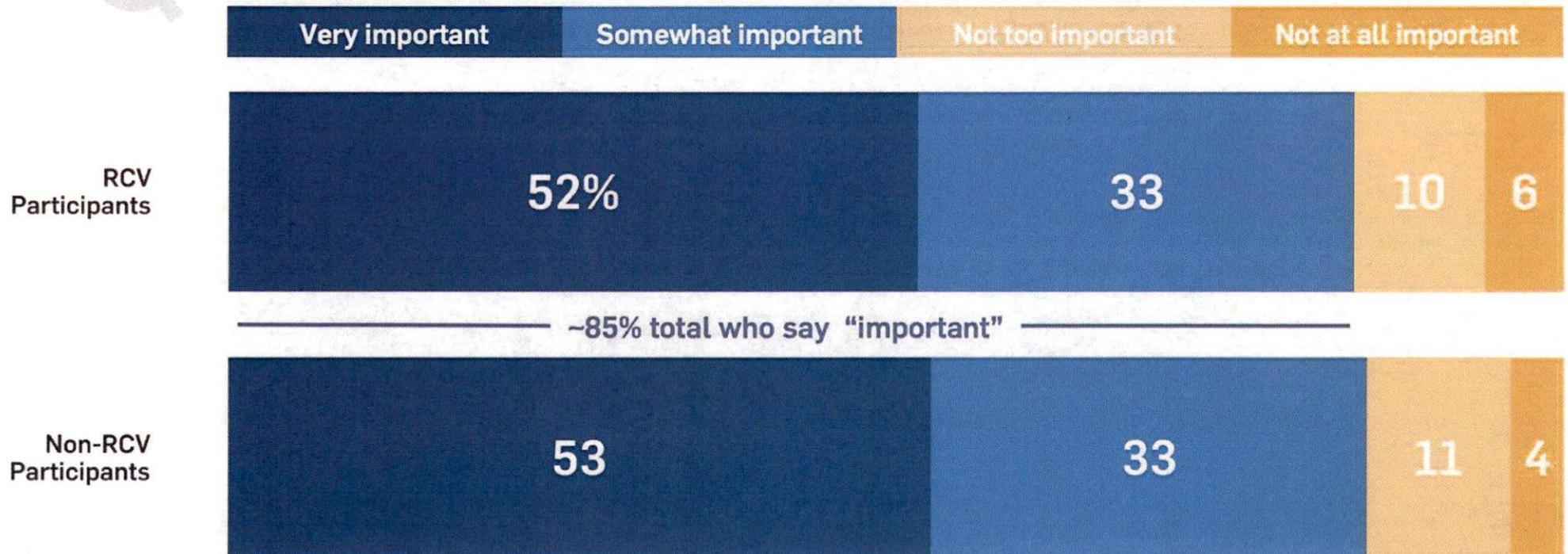
"Which statement comes closest to your opinion for the best method to select your city council members and mayor?"
(n = 1,627)



85% SAY WINNING A MAJORITY OF VOTES IS IMPORTANT



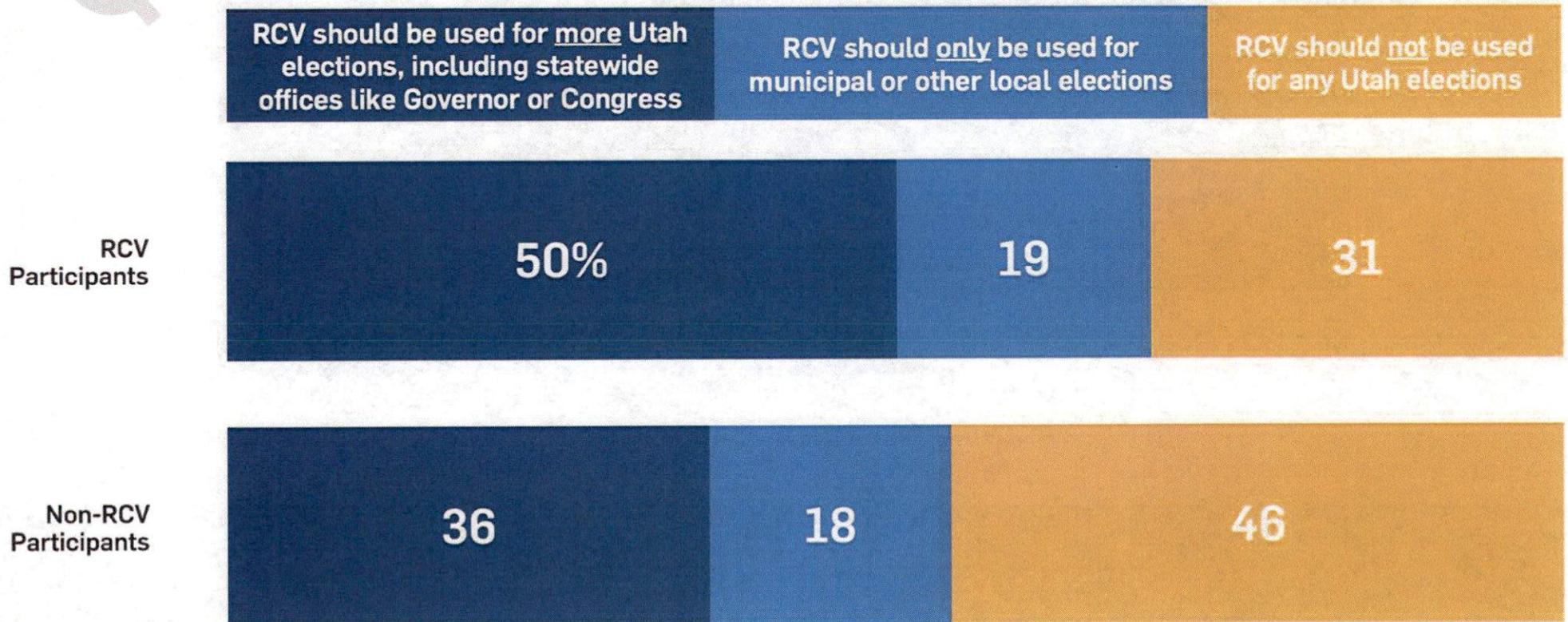
How important is it to you that a candidate wins a majority of the votes in an election? (n = 1,483)



VOTERS WITH RCV EXPERIENCE WANT MORE



"Which statement comes closest to your opinion for how Utah's elected officials should be chosen in the future?" (n = 1,424)



NEW LEGISLATION



House Bill 264 - Municipal Alternate Voting Methods Amendment

QUESTIONS??



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PLEASE VISIT UTAHRCV.COM



Forsgren Associates, Inc.
95 West 100 South, Suite 115
Logan, UT 84321
Tel 435 227-0333
Fax 435 227-0334



Memo

To: Chris Milbank, Council Member
From: Craig Rasmussen
CC: Jason Thompson, Mayor; Sheila Lind, Recorder; Chris Sands, Landscape Architect, Project Bidders
Date: April 13, 2022
Re: River Heights City Park Project (Stewart Hill Park – Phase 1) Bid Award Recommendation

The River Heights City Park Project bid opening was held earlier this afternoon. Two qualifying bids were received for the project, from Raymond Construction and Cache Valley Excavation. Forsgren staff conducted the bid opening and completed a tabulation of the bids with a copy attached to this memo for your use and review. The Item Total Cost, Base Bid Total, and Alternate Total Cost as presented by the respective contractors appears accurate with no math errors detected.

Total Base Bid, Bid Alternate, and Total Bid amounts are as follows:

	Engineer's Estimate	Raymond Construction	Cache Valley Excavation
Base Bid	\$359,412.00	\$497,636.00	\$349,000.00
Bid Alternate	\$ 76,500.00	\$ 68,481.50	\$ 56,982.50
Total Bid	\$435,912.00	\$566,117.50	\$405,982.50

The totals indicated for the Engineers Estimate are slightly modified from the 100% plan estimate due to Bid Addendum changes that revised the Bid Schedule items to adjust the schedule based on contractor questions and to clarify the intent of the bid.

It is recommended that the City review the bids and the project budget amount. If found that the budget aligns with the low bid received, it is recommended that the City determine whether to award the Base scope of work or the base plus one or both alternates to Cache Valley Excavation as the verified low bidder for the work.

Please contact me with questions, if any.

Stewart Hill Park - Phase 1 - Bid Tabulation

River Heights City

13-Apr-22

FORSGREN
Associates Inc.

Phase 1 Base Bid (Hardscape and Utilities)				Engineering Estimate		Raymond Construction		Cache Valley Excavation	
Item No.	Classification of Work	QTY	Unit	Unit Price	TOTAL Cost	Unit Price	TOTAL Cost	Unit Price	TOTAL Cost
1	Create and Implement Storm Water Pollution Prevention Plan (SWPPP)	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 8,060.00	\$ 8,060.00	\$ 6,895.00	\$ 6,895.00
2	Mobilization and Demobilization	1	Lump Sum	\$ 33,000.00	\$ 33,000.00	\$ 59,595.00	\$ 59,595.00	\$ 13,960.00	\$ 13,960.00
3	Construction Layout Survey	1	Lump Sum	\$ 8,000.00	\$ 8,000.00	\$ 9,300.00	\$ 9,300.00	\$ 6,000.00	\$ 6,000.00
4	Clear and Grub Hardscape Areas	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	\$ 11,111.00	\$ 11,111.00	\$ 5,998.00	\$ 5,998.00
5	Excavation for Parking Areas	850	Cubic Yard	\$ 6.00	\$ 5,100.00	\$ 15.00	\$ 12,750.00	\$ 12.00	\$ 10,200.00
6	Granular Borrow (8" thick)	1,700	Square Yard	\$ 8.00	\$ 13,600.00	\$ 9.00	\$ 15,300.00	\$ 6.52	\$ 11,084.00
7	Roadbase (4" thick)	1,700	Square Yard	\$ 6.50	\$ 11,050.00	\$ 8.00	\$ 13,600.00	\$ 5.48	\$ 9,316.00
8	Curb and Gutter at Parking Areas	900	Linear Feet	\$ 18.00	\$ 16,200.00	\$ 35.00	\$ 31,500.00	\$ 28.20	\$ 25,380.00
9	Asphalt Pavement (3" thick)	1,700	Square Yard	\$ 15.00	\$ 25,500.00	\$ 23.56	\$ 40,052.00	\$ 19.00	\$ 32,300.00
10	Asphalt Pavement Paint	1	Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 1,860.00	\$ 1,860.00	\$ 972.00	\$ 972.00
11	Disabled Parking Sign	2	Each	\$ 300.00	\$ 600.00	\$ 1,116.00	\$ 2,232.00	\$ 700.00	\$ 1,400.00
12	5-inch thick Concrete paving with 6-inch thick UTBC	9,400	Square Feet	\$ 10.00	\$ 94,000.00	\$ 8.23	\$ 77,362.00	\$ 6.15	\$ 57,810.00
13	4-inch thick Concrete sidewalk with 4-inch thick UTBC	900	Square Feet	\$ 8.00	\$ 7,200.00	\$ 12.00	\$ 10,800.00	\$ 5.98	\$ 5,382.00
14	Water Service to Restroom	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 3,286.00	\$ 3,286.00	\$ 2,650.00	\$ 2,650.00
15	8" C-900 Water Line w/ Fittings and Street Repair	687	Linear Feet	\$ 76.00	\$ 52,212.00	\$ 120.00	\$ 82,440.00	\$ 81.05	\$ 55,681.35
16	Connect to Existing Water Line	2	Each	\$ 2,600.00	\$ 5,200.00	\$ 17,360.00	\$ 34,720.00	\$ 14,000.00	\$ 28,000.00
17	Yard Hydrant at Future Picnic Shelter	1	Each	\$ 2,000.00	\$ 2,000.00	\$ 2,338.00	\$ 2,338.00	\$ 1,885.00	\$ 1,885.00

Stewart Hill Park - Phase 1 - Bid Tabulation

River Heights City

13-Apr-22

FORSGREN
Associates, Inc.

Phase 1 Base Bid (Hardscape and Utilities)				Engineering/Estimate		Raymond Construction		Cache Valley Excavation	
Item No.	Classification of Work	QTY	Unit	Unit Price	TOTAL Cost	Unit Price	TOTAL Cost	Unit Price	TOTAL Cost
18	Meter Service for Culinary Water and Future Landscape Irrigation	1	Each	\$ 3,000.00	\$ 3,000.00	\$ 7,277.00	\$ 7,277.00	\$ 5,868.00	\$ 5,868.00
19	Sewer Service to Future Restroom w/ 4' SSMH	1	Each	\$ 10,000.00	\$ 10,000.00	\$ 11,834.00	\$ 11,834.00	\$ 8,941.00	\$ 8,941.00
20	Bio-retention	265	Cubic Yard	\$ 50.00	\$ 13,250.00	\$ 48.00	\$ 12,720.00	\$ 28.00	\$ 7,420.00
21	Decorative Metal Fence	90	Linear Feet	\$ 100.00	\$ 9,000.00	\$ 106.00	\$ 9,540.00	\$ 92.00	\$ 8,280.00
22	Power to Site (Through RHC & Rocky Mntn Power Contract)	1	Lump Sum	\$ 10,000.00	\$ 10,000.00	\$ 9,052.00	\$ 9,052.00	\$ 11,487.65	\$ 11,487.65
23	Electrical Service (Stand Alone Installation)	1	Each	\$ 7,000.00	\$ 7,000.00	\$ 8,401.00	\$ 8,401.00	\$ 7,124.00	\$ 7,124.00
24	Not Used	0	Each	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
25	Stub for Parking Lot Light Pole	4	Each	\$ 5,500.00	\$ 22,000.00	\$ 4,898.00	\$ 19,592.00	\$ 3,900.00	\$ 15,600.00
26	Stub for Restroom Building Power/Lights	1	Lump Sum	\$ 2,000.00	\$ 2,000.00	\$ 496.00	\$ 496.00	\$ 4,108.00	\$ 4,108.00
27	Stub for Pavilion Power/Lights	1	Lump Sum	\$ 1,500.00	\$ 1,500.00	\$ 2,418.00	\$ 2,418.00	\$ 5,258.00	\$ 5,258.00
Total Base Bid (\$):				\$	359,412.00	\$	497,636.00	\$	349,000.00
Add Alternate #1									
12A	5-inch thick Concrete paving with 6-inch thick UTBC	5,850	Square Feet	\$ 10.00	\$ 58,500.00	\$ 8.23	\$ 48,145.50	\$ 6.65	\$ 38,902.50
25A	Supply and Install Parking Lot Light Pole	4	Each	\$ 4,500.00	\$ 18,000.00	\$ 5,084.00	\$ 20,336.00	\$ 4,520.00	\$ 18,080.00
Total Bid Alternate				\$	76,500.00	\$	68,481.50	\$	56,982.50
Total Bid Base Bid + Bid Alternate				\$	435,912.00	\$	566,117.50	\$	405,982.50