

River Heights City

River Heights City Council Agenda

Tuesday, April 16, 2024

Notice is hereby given that the River Heights City Council will hold its regular meeting beginning at **6:30 p.m.**, anchored from the River Heights City Office Building at 520 S 500 E. Attendance can be in person or through Zoom.

Pledge of Allegiance

Opening Thought (Hanover)

Adoption of Previous Minutes and Agenda

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

Public Comment

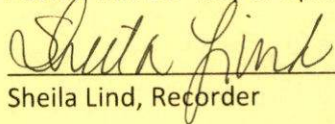
Adoption of Animal Control Contract with Cache County Sheriff

Discuss New Park Memorial Features and Change Order

Acceptance of Bid for New Pavilion in the Heber Olson Park

Adjourn

Posted this 11th day of April 2024



Sheila Lind, Recorder

Zoom Link: <https://us02web.zoom.us/j/81848716078>

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

April 16, 2024

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7 Present: Mayor Jason Thompson
8 Council members: Lana Hanover
9 Janet Mathews
10 Chris Milbank
11 Lance Pitcher
12 Blake Wright
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14 Public Works Director Clayton Nelson
15 Recorder Sheila Lind
16
17 Excused Treasurer Michelle Jensen
18
19 Others Present: Lt. Ramirez, Deputy Wallentine, Deputy Burk, Chelsea and
20 Dixon Grant, Lisa and Rod Ellis, Micah Mathews, Noel
21 Cooley, David and Cathy Bush, Cindy Schaub
22 Present Electronically: Jacob Cameron, Britt's iPhone

23
24
25 The following motions were made during the meeting:
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27 Motion #1

28 Councilmember Milbank moved to "adopt the minutes of the council meeting of April 2, 2024, and
29 the evening's agenda." Councilmember Pitcher seconded the motion, which passed with Hanover,
30 Mathews, Milbank, and Pitcher in favor. No one opposed. Wright was absent.

31 Motion #2

32 Councilmember Hanover moved to "approve the purchase order to Mueller Systems for water
33 meters, in the amount of \$30,200." Councilmember Mathews seconded the motion, which carried with
34 Hanover, Mathews, Milbank, and Pitcher in favor. No one opposed. Wright was absent.

35 Motion #3

36 Councilmember Milbank moved to "pay the bills as presented." Wright seconded the motion
37 which carried with Hanover, Mathews, Milbank, Pitcher, and Wright in favor. No one opposed.

38 Motion #4

39 Councilmember Pitcher moved to "adopt An Interlocal Agreement Between Cache County and
40 River Heights City for Animal Control Services." Councilmember Hanover seconded the motion which
41 carried with Hanover, Mathews, Milbank, Pitcher, and Wright in favor. No one opposed.
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46 Motion #5

47 Councilmember Milbank moved to “accept the Agreement for Improvements and Maintenance of
48 a Memorial Garden between Friends of Quinley’s Garden/Ryan’s Place and River Heights City.”
49 Councilmember Mathews seconded the motion, which carried with Hanover, Mathews, Milbank, Pitcher,
50 and Wright in favor. No one opposed.

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52 Motion #6

53 Councilmember Hanover moved to “accept the Ellis Builders bid for a new pavilion in the amount
54 of \$124,060.00.” Councilmember Milbank seconded the motion, which carried. No one opposed.

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57 Proceedings of the Meeting:

58
59 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the
60 River Heights City Building on Tuesday, April 2, 2024, for their regular council meeting.

61 Pledge of Allegiance and Opening Thought: Councilmember Hanover opened the meeting with a
62 prayer.

63 Adoption of Previous Minutes and Agenda: Minutes for the April 2, 2024, meeting were reviewed.

64 **Councilmember Milbank moved to “adopt the minutes of the council meeting of April 2, 2024,
65 and the evening’s agenda.” Councilmember Pitcher seconded the motion, which passed with Hanover,
66 Mathews, Milbank, and Pitcher in favor. No one opposed. Wright was absent.**

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

68 PWD Nelson

69 • He presented a purchase order for 100 water meters and 200 electronic meter heads, at a cost of
70 \$30,200. He informed that there were currently about 200 water meters not working. They had
71 gotten behind on replacing them because it had been difficult to get meters since 2020, but they
72 were finally becoming available. When he called to get pricing on the meters, he was told the cost
73 was going to go up dramatically at the beginning of May. The mayor asked him to work with
74 Councilmember Mathews on how to pay for them since the expense wasn’t in the current budget.
75 In answer to questions from council members, Mr. Nelson explained that in 2009/2010 all the
76 meters were replaced so they could all be read electronically. The meters usually last around 10
77 years. The plan was to purchase an additional 10% each year to replace them as they went bad.
78 Since it’s been difficult to get meters over the past four years they have gotten behind, especially
79 since they have all passed the 10-year mark. If the council would approve 200, they would be able
80 to get caught up on replacements and then budget for replacing 10% of them a year.

81 **Councilmember Hanover moved to “approve the purchase order to Mueller Systems for
82 water meters in the amount of \$30,200.” Councilmember Mathews seconded the motion,
83 which carried with Hanover, Mathews, Milbank, and Pitcher in favor. No one opposed. Wright
84 was absent.**

85 Recorder Lind

86 • She asked permission to write off an overdue account of a resident who moved out in May 2023.
87 They had not responded to any correspondence since leaving. The amount owed was \$153.36.
88 The council agreed to the request.

89 Councilmember Hanover didn’t have anything to report.

90 Councilmember Pitcher

- He and PWD Nelson had met with CRS Engineers about the River Heights traffic study they had been working on. He informed there were a few traffic count reports in the Drive which he encouraged the council to review. At their meeting with CRS Engineers they discussed dropping the speed limits in some areas, adding bike lanes and they had some ideas for new subdivisions.
- Councilmember Mathews received a message from past council member Tyson Glover, in which he thanked them for getting the lights installed in the Saddlerock Subdivision.
- Mr. Pitcher informed that UDOT had 52 million dollars put aside for road projects that would benefit cities and the state. The mayor noted the available money was associated with the Main Street project, so River Heights would not qualify.

Councilmember Mathews had nothing to report.

Councilmember Wright arrived at the meeting and had nothing to report.

Councilmember Milbank had nothing to report.

PWD Nelson

- The Saddlerock streetlights were being installed and should be finished by the end of the week. The ones which needed directional bore were about two weeks out. He had an agreement for the mayor to sign for Rocky Mountain Power's involvement in the project.
- Next week Arrow Fence planned to set posts for the 400 East fence. They also planned to install the fence between Lisa Andrus and the new park.
- For the last two years a company had grounded the high spots on the sidewalks. Last fall they had marked certain sidewalks and made notes for the city to consider additional repairs. They will give their plan to the city on April 30.
- Councilmember Mathews asked when he would submit water samples from the lower well. He said he was hoping to by now but hadn't had the time yet.
- The mayor asked about the concrete getting finished at the lower well. Mr. Nelson said all that was left was asphalt, which was pulled from the bid due to the cost. He said when they use asphalt on smaller projects in the near future, they will finish up the well area as well.

Mayor Thompson

- He met with Lane Kendrick at his home on Orchard Drive about the stormwater issue he has had. They are waiting for feedback from Engineer Rasmussen.

Pay Bills

- **Councilmember Milbank moved to "pay the bills as presented." Wright seconded the motion which carried with Hanover, Mathews, Milbank, Pitcher, and Wright in favor. No one opposed.**

Public Comment: Cindy Schaub discussed the upcoming approval of the pavilion. She asked about the different required down payments. She noted that the bids didn't include electricity or water. She noted that benches and tables would add additional cost. She thought adding a cupola would make it look unique. She also noted there was not a seller warranty on the bids.

David Bush thanked Councilmember Milbank for being willing to work with the Friends of Quinley's Garden. He and his wife were prepared to make a meaningful contribution to the project, and he hoped it could be put to good use.

Lisa Ellis expressed support for the memorial garden. She liked the fact that it gave the park purpose and would draw people from all over the valley to memorialize their loved ones. She thanked all those on the council for their service.

Chelsea Grant informed that she had applied for the Kubota grant. She petitioned the help of Marjie Rycewicz of BRAG, and highly recommended her.

135 Lisa Ellis noted that bistro lights would look great for Apple Days on the new pavilion and
136 encouraged them to consider electrical outlets during the construction.

137 Adoption of Animal Control Contract with Cache County Sheriff: Lt Ramirez reviewed the animal
138 control three-year contract, which stated an increase each year. They could offer a year-to-year contract,
139 but some cities wanted more of a heads-up so they could budget for the increases.

140 He reviewed the work they had done over the past year for River Heights (hours spent, citations
141 given). Recorder Lind asked how many citations were given for dogs in the park. He said he would send
142 her a report to answer her question.

143 **Councilmember Pitcher moved to “adopt An Interlocal Agreement Between Cache County and
144 River Heights City for Animal Control Services.” Councilmember Hanover seconded the motion which
145 carried with Hanover, Mathews, Milbank, Pitcher, and Wright in favor. No one opposed.**

146 Discuss New Park Memorial Features and Change Order: Councilmember Milbank discussed the
147 agreement and revisions suggested by City Attorney Jon Jenkins. Ms. Grant had a chance to review it and
148 asked for a 30-day notice and an opportunity to be heard in case the city wanted to end the agreement.
149 Mayor Thompson was fine with the addition and asked the council to review and give their opinions.

150 Councilmember Milbank pointed out some of the features of the park and gave a brief history of
151 its development. The city started several years ago with phase one. They had been working on a plan
152 drafted by Biowest. Phase two was currently being adjusted to include memorial features. Some of the
153 trees are being pulled from the project until the Friends of Quinley have their funding in place. An
154 irrigation system would be installed to accommodate the trees later. Councilmember Wright explained
155 that they had requested a change order with Raymond Construction to remove the trees from the bid.

156 Councilmember Mathews asked how people could donate for trees. Councilmember Milbank said
157 Ms. Grant would figure this out.

158 Councilmember Milbank noted the park would create quite a bit of additional maintenance for the
159 city and wanted them to keep this in mind when adding features. Ms. Grant assured them that her group
160 (Friends of Quinley’s Garden) would help with maintenance.

161 Ms. Grant supported Phase 2, being separated into two projects. The city could move forward on
162 their portion while they worked on fundraising for their projects. Councilmember Milbank didn’t feel the
163 second butterfly garden would go well in the retention pond area. Ms. Grant said they were willing to
164 move it or only do one butterfly garden. She disagreed with the specific trees Sandy (of Biowest)
165 recommended for the retention area and suggested trees that would support butterflies. The Council
166 agreed with Ms. Grant and wanted two butterfly gardens.

167 Councilmember Wright explained what they discussed at their last memorial garden meeting. He
168 was impressed with the plans Chelsea’s group had for raising money. They were coordinating with
169 Friends of Ryan’s Place Park, who had pulled through every year on the maintenance they promised. He
170 explained the parks master plan which the city had had in place for several years. The development of
171 this park was part of that plan. The total park acreage called out in the master plan falls within the
172 amount cities should have per capita. He and the memorial group were aware the park would increase
173 maintenance for the public works department. The city would need to consider another employee to
174 help in the summer to pull off what had been on the books for a long time.

175 Ms. Grant informed that she had talked to a gentleman from a bereavement group who said they
176 do a butterfly release every year. He felt Quinley’s Garden would be a great northern Utah location to do
177 an additional release.

178 Councilmember Pitcher asked when the Kubota grant would be awarded. Ms. Grant said the
179 process included a vote in the fall. They should know the results by September. Her husband, Dixon
180 Grant, informed that they were in the process of setting up a website where people could donate for

181 trees. If they ended up with more money than they needed, they pledged the excess to the city to use for
182 their portion of trees.

183 Ms. Grant pointed out that flowers around the gazebo would be planted and maintained by loved
184 ones of those who had passed.

185 Councilmember Milbank reminded Mayor Thompson that he was going to talk with Providence
186 City about allowing a gate to connect this area with their cemetery.

187 **Councilmember Milbank moved to “accept the Agreement for Improvements and Maintenance
188 of a Memorial Garden between Friends of Quinley’s Garden/Ryan’s Place and River Heights City.”
189 Councilmember Mathews seconded the motion, which carried with Hanover, Mathews, Milbank,
190 Pitcher, and Wright in favor. No one opposed.**

191 Cindy Schaub asked if a restroom and pavilion were in the new park plan. Commissioner Milbank
192 said this would happen eventually.


193 Acceptance of Bid for New Pavilion in Heber Olson Park: Councilmember Milbank discussed the
194 two bids that had been presented in a previous meeting plus an additional bid from Fifthroom. Discussion
195 was held. PWD Nelson said he had seen the actual pavilion they were considering and said it would be
196 plenty big. He noted the city would save money by stubbing in the electrical themselves. Councilmember
197 Pitcher noted the city still had tables from the old pavilion which could be used at the new one.
198 Councilmember Milbank reminded that the city had used a population based RAPZ grant (which comes
199 each year) to purchase the tables and could do so again if additional ones are needed.

200 **Councilmember Hanover moved to “accept the Ellis Builders bid for a new pavilion in the
201 amount of \$124,060.00.” Councilmember Milbank seconded the motion, which carried. No one
202 opposed.**

Councilmember Pitcher reminded everyone to review the traffic studies.

The meeting adjourned at 7:45 p.m.

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Jason Thompson, Mayor



Sheila Lind, Recorder

Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 04/16/2024

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Sewer Department						
5240						
52-40-20	66	Caselle	131902	Monthly Support Charges	04/01/2024	94.65
52-40-26	633	Freedom Mailing Services	47555	Utility Bill Processing	04/02/2024	69.83
52-40-45	417	Blue Stakes of Utah Utility	UT202400736	Professional Fees	03/31/2024	8.88
52-40-50	366	Zions Bank	202404	Chevron \$82.70	04/08/2024	27.56
52-40-50	366	Zions Bank	202404	Chevron \$ 72.01	04/08/2024	24.01
52-40-50	366	Zions Bank	202404	Chevron \$75.48	04/08/2024	25.16
52-40-75	246	Dominion Energy	202404	Sewer Gas 6900830000	04/11/2024	86.64
52-40-77	380	Rocky Mountain Power	202404	Item 16	04/09/2024	2.78
52-40-77	380	Rocky Mountain Power	202404	Item 24	04/09/2024	10.76
52-40-77	380	Rocky Mountain Power	202404	Item 9	04/09/2024	16.09
52-40-78	995	Ask AllTech LLC	A7008	Sewer Phones	04/15/2024	24.32
Total 5240:						390.68
Water Department						
5140						
51-40-20	66	Caselle	131902	Monthly Support Charges	04/01/2024	94.66
51-40-26	633	Freedom Mailing Services	47555	Utility Bill Processing	04/02/2024	69.83
51-40-41	417	Blue Stakes of Utah Utility	UT202400736	Professional Fees	03/31/2024	8.61
51-40-46	263	Rural Water Association Of Utah	19997	Membership Renewal	04/02/2024	911.00
51-40-50	366	Zions Bank	202404	Chevron \$82.70	04/08/2024	27.56
51-40-50	366	Zions Bank	202404	Chevron \$ 72.01	04/08/2024	24.00
51-40-50	366	Zions Bank	202404	Chevron \$75.48	04/08/2024	25.16
51-40-51	188	Logan City	003789-20240	Account 003789-001 51-40-51	04/10/2024	156.44
51-40-65	488	Thurcon, Inc.	1706	Fire Hydrant	04/01/2024	1,820.00
51-40-65	488	Thurcon, Inc.	1706	Water Repair 51-40-65	04/01/2024	2,200.00
51-40-65	488	Thurcon, Inc.	1708	Fire Hydrant	04/01/2024	5,810.00
51-40-75	246	Dominion Energy	202404	2053895762	04/11/2024	109.97
51-40-75	246	Dominion Energy	202404	Water Gas 6900830000	04/11/2024	86.64
51-40-75	246	Dominion Energy	202404	7191650000	04/11/2024	116.62
51-40-75	246	Dominion Energy	202404	7953243487	04/11/2024	164.59
51-40-77	380	Rocky Mountain Power	202404	Item 16	04/09/2024	2.79
51-40-77	380	Rocky Mountain Power	202404	Item 21	04/09/2024	261.59
51-40-77	380	Rocky Mountain Power	202404	Item 23	04/09/2024	1,081.78
51-40-77	380	Rocky Mountain Power	202404	Item 7	04/09/2024	10.76
51-40-77	380	Rocky Mountain Power	202404	Item 8	04/09/2024	3,116.99
51-40-77	380	Rocky Mountain Power	202404	Item 9	04/09/2024	16.09
51-40-78	995	Ask AllTech LLC	A7008	Water Phones	04/15/2024	24.32
51-40-86	550	Mueller Systems	65954909	EZ YR Maint	04/03/2024	1,193.64
Total 5140:						17,333.04
Administration						
1041						
10-41-41	634	Forsgren Associates, Inc.	056002000622	Geneal Consulting Services	03/25/2024	523.75
10-41-43	85	Daines and Jenkins, LLP	9567	City Legal Business	04/01/2024	1,687.50
Total 1041:						2,211.25
Office Expenses						

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1044						
10-44-10	270	Sam's Club	202404	Copy Paper	03/16/2024	29.08
10-44-10	633	Freedom Mailing Services	47555	Utility Bill Processing	04/02/2024	69.85
10-44-35	66	Caselle	131902	Monthly Support Charges	04/01/2024	94.69
10-44-45	844	Wasatch Document Solutions, Inc.	64362	Copies April 2024 Overage	04/10/2024	115.62
10-44-45	844	Wasatch Document Solutions, Inc.	64362	Copies May 2024	04/10/2024	23.00
10-44-55	633	Freedom Mailing Services	47555	Utility Bill Processing	04/02/2024	69.83
10-44-65	366	Zions Bank	202404	Adobe - Michelle	04/08/2024	21.39
10-44-65	366	Zions Bank	202404	Adobe - Sheila	04/08/2024	21.39
10-44-65	366	Zions Bank	202404	Google Suite	04/08/2024	96.00
10-44-75	246	Dominion Energy	202404	1049100000	04/11/2024	87.01
10-44-77	380	Rocky Mountain Power	202404	Item 20	04/09/2024	10.57
10-44-77	380	Rocky Mountain Power	202404	Item 12	04/09/2024	105.83
10-44-78	995	Ask AllTech LLC	A7008	Admin Phones	04/15/2024	24.32
Total 1044:						768.58
Community Affairs						
1048						
10-48-20	366	Zions Bank	202404	Amazon - Apple Days	04/08/2024	1,003.06
10-48-60	242	Providence City	366261	Library - 2024 Service Year	04/03/2024	4,688.00
10-48-70	366	Zions Bank	202404	Amazon - Easter Candy	04/08/2024	240.96
Total 1048:						5,932.02
Capital Projects						
5150						
51-50-70	634	Forsgren Associates, Inc.	17769	Lower Well Improvements	03/25/2024	1,080.00
51-50-70	948	DWA Construction, Inc.	LOWER WELL	DWA Lower Well Draw	04/01/2024	13,616.64
51-50-70	948	DWA Construction, Inc.	LOWER WELL	DWA Lower Well Draw	04/01/2024	13,616.64
51-50-70	948	DWA Construction, Inc.	LOWER WELL	DWA Lower Well Draw #7	04/01/2024	9,264.64
Total 5150:						10,344.64
Planning & Zoning						
1051						
10-51-41	634	Forsgren Associates, Inc.	17788	Creekside Estates Subdivision	03/25/2024	243.75
Total 1051:						243.75
Public Safety						
1054						
10-54-75	380	Rocky Mountain Power	202404	Item 16	04/09/2024	2.79
Total 1054:						2.79
Capital Projects						
4060						
40-60-01	634	Forsgren Associates, Inc.	17789	Church Demolition	03/25/2024	698.75
40-60-04	634	Forsgren Associates, Inc.	17790	Stewart Hill Park - Const	03/25/2024	755.00
Total 4060:						1,453.75
Roads						
1060						
10-60-41	417	Blue Stakes of Utah Utility	UT202400736	Professional Fees	03/31/2024	8.61
10-60-50	366	Zions Bank	202404	Chevron \$82.70	04/08/2024	27.58
10-60-50	366	Zions Bank	202404	Chevron \$ 72.01	04/08/2024	24.00

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-60-50	366	Zions Bank	202404	Chevron \$ 75.48	04/08/2024	25.16
10-60-60	380	Rocky Mountain Power	202404	Item 15	04/09/2024	21.27
10-60-60	380	Rocky Mountain Power	202404	Item 16	04/09/2024	2.79
10-60-60	380	Rocky Mountain Power	202404	Item 17	04/09/2024	210.41
10-60-60	380	Rocky Mountain Power	202404	Item 18	04/09/2024	10.57
10-60-60	380	Rocky Mountain Power	202404	Item 2	04/09/2024	12.85
10-60-60	380	Rocky Mountain Power	202404	Item 5	04/09/2024	1,191.72
10-60-60	380	Rocky Mountain Power	202404	Item 9	04/09/2024	16.10
10-60-75	246	Dominion Energy	202404	Roads Gas 6900830000	04/11/2024	86.65
Total 1060:						1,637.71
Parks & Recreation						
1070						
10-70-75	246	Dominion Energy	202404	1550009873	04/11/2024	7.09
10-70-75	246	Dominion Energy	202404	Parks Gas 6900830000	04/11/2024	86.64
10-70-77	380	Rocky Mountain Power	202404	Item 16	04/09/2024	2.78
10-70-77	380	Rocky Mountain Power	202404	Item 10	04/09/2024	11.86
10-70-77	380	Rocky Mountain Power	202404	Item 11	04/09/2024	11.25
10-70-77	380	Rocky Mountain Power	202404	Item 13	04/09/2024	10.76
10-70-77	380	Rocky Mountain Power	202404	Item 9	04/09/2024	16.10
Total 1070:						146.48
School Building Expenses						
1075						
10-75-77	380	Rocky Mountain Power	202404	Item 16	04/09/2024	2.78
10-75-77	380	Rocky Mountain Power	202404	Item 16	04/09/2024	2.79
Total 1075:						5.57
Sanitation						
5490						
54-90-10	633	Freedom Mailing Services	47555	Utility Bill Processing	04/02/2024	69.83
54-90-10	1115	Waste Management of Arizona, IN	0058430-2514-	River Heights City Residential Gar	04/01/2024	16,042.40
Total 5490:						16,112.23
Grand Totals:						56,582.49

Mayor: _____

Second Signayure : _____

Dated: _____

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
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Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 04/16/2024

PURCHASE ORDER

River Heights City Corporation 520 South 500 East River Heights, Utah 84321 (435) 752-2646			Office Use - Purchase Order No: _____ Office Use - Purchase Order Date: _____		
Vendor: <u>Mueller Systems</u> _____ _____ _____			Ship To: <u>Clayten Nelson</u> <u>520 South 500 East</u> <u>River Heights, Utah 84321</u> <u>435-213-6948</u>		
Vendor Contact, Phone, Email: _____ _____			statecontracts.ut.gov Above state website has been checked: Yes No Is an official P.O. Required by Vendor: Yes No Please attach any supporting quotes or data to this requisition. Requesting Council Member: _____		
Item	Quantity	GL#	Description	Unit Price	Total
	60		5/8" x 3/4" meter	\$130.00	\$ 7,800.00
	40		1" meter	\$200.00	8,000.00
	200		NILOR	\$72.00	14,400.00
Vendor Please include P.O. # on all invoices				Subtotal	\$ -
River Heights City Corporation Tax I.D. No. 87-028929-7				Shipping/Other	-
				TOTAL	\$ 30,200.00
_____ Mayor Signature/Council Mtg. Approval			_____ Date		
_____ Treasurer Processed Signature			_____ Date		



SALES QUOTATION

Phone: (800) 423-1323
Website: www.MuellerSystems.com
Attention: Clayton Nelson
Phone: (435) 752-2646
Email: cnelson@riverheights.org

Company Address:
520 SOUTH MAIN 500 E
RIVER HEIGHTS, UT, 84321

Prepared For:
River Heights (UT), City of
Account #: 95089900

End User:
River Heights (UT), City of

Created Date: 04/15/2024
Quote #: Q-151858
Quote Expires: 09/30/2024
Terms are located at:
www.muellerwaterproducts.com/terms-conditions
Currency Type: USD
Prepared by:
Arek Ryzak

Comments & Consideration

\$50 minimum order, \$75 non-box quantity
Purchase of any LoRaWAN Network-as-a-Service part number, such as "MSW-LW-PH-ALL", is subject to SaaS and NaaS Agreement.
Should you have any questions, please do not hesitate to contact Arek-Ryzak

Quote Line Items

PART #	DESCRIPTION	UNITS	SALE PRICE	EXTENDED NET
VEGB213N	5/8X3/4,420B,IB,ME8,SG,5'NIC	60	130.00	7,800.00
VEKB213N	1"452B,IB,SG,ME8,5'NICOR	40	200.00	8,000.00
MSW-NODE5-1P-05	MINET-M W/5'NICOR	200	72.00	14,400.00
			SUBTOTAL:	USD 30,200.00

TOTAL: USD 30,200.00

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, 2024 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 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 three 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, 2024. 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, 2024, through June 30, 2027. The cost to furnish a full-time animal control services to River Heights City is listed below.

CONTRACT YEAR	CATEGORY	COST PER HOUR	HOUR	AMOUNT
2024-2025	CONTRACT	\$34.75	192	\$6,672.00
2025-2026	CONTRACT	\$37.50	192	\$7,200.00
2026-2027	CONTRACT	\$40.25	192	\$7,728.00

AGREEMENT FOR IMPROVEMENTS AND MAINTENANCE OF A MEMORIAL GARDEN

This AGREEMENT FOR IMPROVEMENT AND MAINTENANCE OF MEMORIAL GARDEN located at the City Park located west of Stewart Hill Drive in River Heights City, Utah (“Agreement”) is entered into by and between River Heights City, a Utah municipality (the “City”) Friends of Quinley’s Garden, a part of Friends of Ryan’s Place, a Utah non-profit corporation (“FQG”).

Subject to the terms of this Agreement, River Heights City Council has approved the proposal for a Memorial Garden located primarily on the West and South portions of the City Park going in at the west end of Stewart Hill Drive. The City may terminate this Agreement for any reason, including but not limited to insufficient or inadequate maintenance or care, economic needs of the City, or economic needs of FQG. **The City will provide FQG 30 days notice and an opportunity to be heard prior to making a final termination decision.**

FQGE may install and make the following improvements to the Memorial Garden:

- 1) Arches spanning the south sidewalk with flowering vines.
- 2) Gazebo in the Southwest Corner.
- 3) Flower beds surrounding gazebo (See drawing).
- 4) Art Boards installed at various points around the Southwest portion of the sidewalk.
- 5) Butterfly garden south of the west parking lot and in the circular drainage bed of the west parking lot.
- 6) Memorial Plaques for trees within the park space.

River Heights will work with FQG to provide irrigation reasonably necessary for the above features. The maintenance of Memorial Garden features shall be organized, funded, and overseen by FQG.

FQGE and its designees may install, plant, and maintain the items necessary or desired for said features. There shall be a Memorial Garden subcommittee, comprised of City Council Members, City employees, and members of the community, who must approve locations of each feature before it is installed to ensure the features do not interfere with sprinkler systems, power lines, public utilities, other plans of the park, etc.

River Heights shall not be responsible for any costs of installing the memorial features or maintenance required for the features beyond ordinary and routine park maintenance. **FQG and the City agree to operate in good faith to sustain this agreement as long as practical and possible.**

FRIENDS OF RYAN’S PLACE

RIVER HEIGHTS CITY

By: _____
Its: _____

Jason Thompson, *Mayor*

Ellis Builders

1202 S Highway 89, STE 120
LOGAN, UT 84321
(435) 764-3616
on@ellisbuildersco.com
sbuildersco.com



PROPOSAL

ADDRESS

River Heights City
520 South 500 East
River Heights, UT 84321

SHIP TO

River Heights City
520 South 500 East
River Heights, UT 84321

PROPOSAL # 2030

DATE 03/29/2024
EXPIRATION DATE 04/19/2024

ACTIVITY	QTY	RATE	AMOUNT
Steel Building:Steel Building Package 30' x 44' x 8' Roof Covered Pavilion. Steel Posts: 26'x40'x8' with 2' overhangs all around. Glulam beams, 5-8' bays Wood deck finish under roof.	1	86,207.00	86,207.00
Steel Erection Steel Erection	1	17,894.00	17,894.00
Concrete:Concrete Work Concrete Work for a 30' x 44' Pavilion including: (2) Spot Footings, 30' x 44' pad 5" thick, concrete, 10" of gravel, skid steer, roller, labor, cutting, and sealer.	1	19,959.00	19,959.00

Thank you for choosing Ellis Builders!

SUBTOTAL	124,060.00
TAX	0.00
TOTAL	\$124,060.00

Payment Terms:

1. 25% Down Payment
2. Material Delivery Draw
3. Draws based on completion of trades.

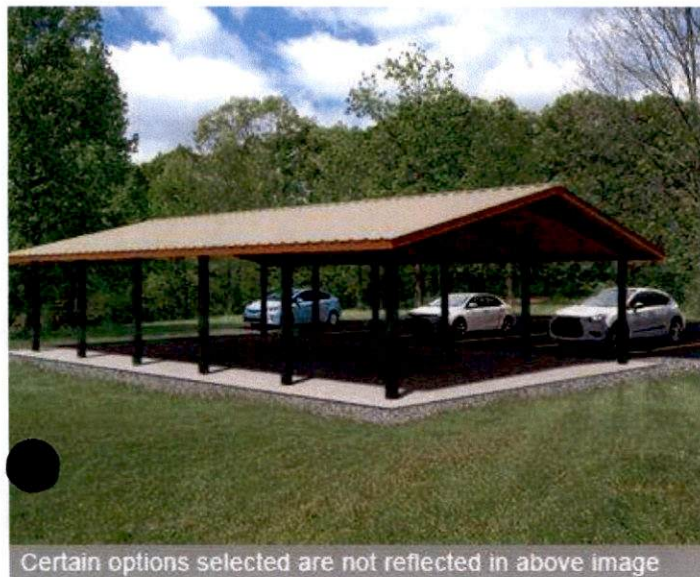
*Note: Interests charged at a rate of 1.5% per month on overdue balances and 18% of annual percentage rate.

Pricing: Due to market volatility this price is not guaranteed for any period of time. Any material increase by no fault of Ellis Builders will be added to this estimate or project as it occurs.

Exclusions: No imported or exported fill materials unless noted. No cold weather protection. No electrical, plumbing, heating, air conditioning (HVAC), building permits, or fees unless noted. Property lines and utility setbacks are to be confirmed by the owner/buyer.

Warranty: Seller makes no other warranty, express or implied, including specifically merchantability or fitness for a particular purpose. Seller is not liable for consequential damages arising out of the use of, or the inability to use, or defects in the property purchased.

Quantity	Product & Description	Unit Price	Total
1	30' x 44' Wood Gable Rectangular Savannah Pavilion	\$54,800.00	\$54,800.00
1	Black Tube Steel Columns	\$5,199.00	\$5,199.00
1	Natural Factory Stain	\$2,099.00	\$2,099.00
1	Ash Grey Metal 26 Gauge Roofing	\$12,399.00	\$12,399.00
1	4:12 Roof Pitch	\$2,100.00	\$2,100.00
1	Engineered Drawing With Stamp; Drawing State: UT; Permit to be acquired by Customer	\$1,799.00	\$1,799.00
0	Excluded: Cupola		



Certain options selected are not reflected in above image

Subtotal	\$78,396.00
Government Discount 5%	(\$3,829.80)
Shipping	\$4,500.00
Pre-Tax Total	\$79,066.20
Sales Tax	\$0.00
TOTAL	\$79,066.20

Ordering Details

Company: River Heights City
Name: Chris Milbank
Address: -
City: Logan
State: Utah
Zip Code: 84321
Phone: 435-890-0996
Email: chrismilbank@riverheights.org

Shipping Details

Company: River Heights City
Name: Chris Milbank
Address: -
City: Logan
State: Utah
Zip Code: 84321
Phone: 435-890-0996
Email: chrismilbank@riverheights.org

Shipping Notes

Shipping As a kit
Method: Motor Freight
Estimated shipping 12-14 Weeks after Drawing Approval.
Estimated transit time 5-6 days.

Payment Terms

50% down payment to start production.
Balance due prior to shipping

Notes

*Includes Government Discount = 5% Off Base Cost with Additions
*Stamped Engineered Drawings are Currently taking 3 Weeks to Complete
*Production will Not Begin until Stamped Engineered Drawings are Approved

- Size or number of members, types of fastener and other design items could be affected by engineering local ordinances. Fifthroom.com reserves the right to adjust pricing based on Engineering and local code compliance.
- Fasteners: All Fasteners Included-Except for attaching to footers or slab



Romtec Kits

Pre-construction prices, installation will be an additional cost.

Model 3012 - 24 X 36 \$105,000 to \$115,000

Model 3013 – 32 X 40 \$135,000 to \$145,000

Model 3014 – 35 X 45 \$165,000 to \$175,000