

River Heights City

River Heights
City Council Agenda
Tuesday, October 7, 2025

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

Pledge of Allegiance

Adoption of Previous Minutes and Agenda

Mayor, Councilmembers, and Staff Reports

Public Comment

PO for the Purchase of 100 Water Meters

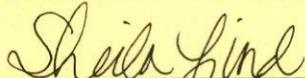
Discuss and Approve Items for Quinley's Garden at Stewart Hill Park

Adoption of an Interlocal Agreements Between Cache County and River Heights City for Stormwater Inspection Services

Adoption of a Resolution Cancelling the River Heights City General Election on November 4, 2025

Adjourn

Posted this 2nd October 2025



Sheila Lind, Recorder

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

River Heights City

Council Meeting

October 7, 2025

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Present:	Mayor	Blake Wright
	Council members:	Lana Hanover
		Mark Malmstrom
		Janet Mathews
		Chris Milbank
	Public Works Director	Clayten Nelson
	Recorder	Sheila Lind
Excused	Councilmember	Lance Pitcher
	Treasurer	Michelle Jensen
Others Present:		Chelsea Grant, Shellie Giddings, Noel Cooley

The following motions were made during the meeting:

Motion #1

Councilmember Mathews moved to “approve the minutes from September 2, 2025, and the evening’s agenda.” Councilmember Hanover seconded the motion which passed with Hanover, Malmstrom, Mathews, and Milbank, in favor. No one opposed. Pitcher was absent.

Motion #2

Councilmember Milbank moved to “approve a purchase order for 100 meters in the amount of \$25,700.” Councilmember Hanover seconded the motion which passed with Hanover, Malmstrom, Mathews, and Milbank, in favor. No one opposed. Pitcher was absent.

Motion #3

Councilmember Milbank moved to “approve the items discussed for Quinley’s Garden at Stewart Hill Park.” Councilmember Mathews seconded the motion, which carried with Hanover, Malmstrom, Mathews, and Milbank in favor. No one opposed. Pitcher was absent.

Motion #4

Councilmember Hanover moved to “approve an Interlocal Agreement between Cache County and River Heights City for Stormwater Inspection Services.” Councilmember Milbank seconded the motion which passed with Hanover, Malmstrom, Mathews, and Milbank, in favor. No one opposed. Pitcher was absent.

46 Motion #5

47 Councilmember Mathews moved to “adopt a Resolution Canceling the River Heights City General
48 Election on November 4, 2025.” Councilmember Malmstrom seconded the motion which passed with
49 Hanover, Malmstrom, Mathews, and Milbank, in favor. No one opposed. Pitcher was absent.

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52 Proceedings of the Meeting:

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54 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the
55 River Heights City Building on Tuesday, October 7, 2025, for their regular council meeting.

56 Pledge of Allegiance

57 Adoption of Previous Minutes and the Evening’s Agenda: Minutes for the September 2, 2025
58 meeting were reviewed.

59 Councilmember Mathews moved to “approve the minutes from September 2, 2025, and the
60 evening’s agenda.” Councilmember Hanover seconded the motion which passed with Hanover,
61 Malmstrom, Mathews, and Milbank, in favor. No one opposed. Pitcher was absent.

62 Mayor and Staff Reports:

63 Councilmember Hanover

- 64 • She informed that she had plans to add a surprise to the upcoming Tree Lighting Event.

65 Councilmember Milbank

- 66 • He brought up the old school building heating and cooling situation. Mayor Wright reminded the
67 Council that they had heard Dwight Whitaker (Cache Humanitarian Center) request City
68 participation for air conditioning in the building. They had originally thought about going with
69 mini-splits but Mr. Whittaker had been informed about other options which he was looking into.
70 He had been keeping Mayor Wright and Councilmember Milbank up to date. Given the city’s
71 current financial situation, the mayor didn’t guess there would be money to contribute within the
72 next year. He said he had encouraged Mr. Whittaker to keep looking and pursuing funding
73 sources. He also suggested an analysis of the old school financials in a few months. PWD Nelson
74 said the boiler would need to be fired up soon which would cost money, as well as the heat bill for
75 the coming winter. In the past the city had used Superior, a company out of Rexburg. He had
76 found they do the best job since they can work on all the aspects of the boiler. He hoped Catalyst
77 had gotten on their waiting list since it was already getting cool in the building.

78 PWD Nelson

- 79 • He informed that Cottonwood Bend (minor subdivision on 800 South) had started digging for their
80 sewer and informed that it would be a mess in the area for a few days.

81 Public Comment: There was none.

82 PO for the Purchase of 100 Water Meters: PWD Nelson explained that the requested meters had
83 been budgeted for. Mayor Wright had noticed there was \$35,000 in the budget for meter replacements
84 and asked if Mr. Nelson expected more expenses within the budget year. Mr. Nelson affirmed that he
85 planned to spend the full amount.

86 Mr. Nelson explained the order was for sixty ¾” meters, forty 1” meters and 100 electronic heads.
87 He said the meters have a ten-year life. Many of the ones that weren’t working and needed to be
88 replaced were from 2009. They planned to replace them on a continual basis. Councilmember Malmstrom
89 asked how many they planned to replace each year. Mr. Nelson said they were currently trying to catch
90 up on the bad ones, but once it leveled off his plan was to replace 50 per year.

91 **Councilmember Milbank moved to “approve a purchase order for 100 meters in the amount of**
92 **\$25,700.” Councilmember Hanover seconded the motion which passed with Hanover, Malmstrom,**
93 **Mathews, and Milbank, in favor. No one opposed. Pitcher was absent.**

94 Discuss and Approve Items for Quinley’s Garden at Stewart Hill Park: Chelsea Grant said she had
95 met with Mayor Wright, Councilmember Milbank and PWD Nelson to discuss the park features. They
96 decided to core drill down about 12” for the arch footings, rather than pour a cement pad or drill into the
97 current sidewalk so the sprinklers wouldn’t be affected. They also agreed to add a ½ circle curb around
98 the footings, which also wouldn’t interfere with the sprinklers and would make mowing easier. She
99 reminded that the arches would be funded by Quinley’s Garden and would probably be installed in the
100 spring.

101 Ms. Grant discussed the park benches. There were backed and backless options. PWD Nelson had
102 suggested the possibility of purchasing them through the state contract. Ms. Grant suggested the backless
103 benches on the crest of the hill so people could look out over the valley or turn in towards the park. She
104 felt the backed benches would go well under or near the trees.

105 Ms. Grant also discussed the plaques for families donating trees in the name of a loved one. She
106 had included this in the \$500 cost of donating a tree. The plan was for a 3-foot radius under each tree,
107 where the plaque would be located. She had received bids from Brown Monument. A 6”x10” mahogany
108 (or black) stone, 4-6 inches thick with engraving would cost \$45. Larger sizes (9x14 or 11x8) were also an
109 option for \$150. The idea was to have them placed low enough in the ground to not get hit by the lawn
110 mower. Ms. Grant said the arch plaques would be set up on a stake so they wouldn’t get covered with the
111 plants that would climb the arches. They would be installed within the footings area.

112 Ms. Grant reported on the two recent butterfly release events they held for donors, which was
very meaningful for those in attendance.

113 The Council agreed to the bench choice and styles Ms. Grant had recommended. She said four
114 benches had been paid for with the possibility of more donors.

115 Ms. Grant said she had heard from a person who said they had paid the city for a tree a while ago
116 and still didn’t have one. Recorder Lind couldn’t recall the transaction. They would check with Treasurer
117 Jensen to see if the payment could be located in the financials. Ms. Grant said one family wanted to
118 donate a tree and a bench.

119 Ms. Grant said all the planned trees had been planted, however if people still wanted to donate
120 trees, she suggested the city could charge \$500 for an existing tree.

121 The Council agreed to allow for donors to choose the size of plaque they wanted. A four-inch
122 depth would be required and it couldn’t be larger than 9”x14.”

123 **Councilmember Milbank moved to “approve the items discussed for Quinley’s Garden at**
124 **Stewart Hill Park.” Councilmember Mathews seconded the motion, which carried with Hanover,**
125 **Malmstrom, Mathews, and Milbank in favor. No one opposed. Pitcher was absent.**

126 Recorder Lind would include the specifications for the features, provided by Ms. Grant.

127 Adoption of an Interlocal Agreements Between Cache County and River Heights City for
128 Stormwater Inspection Services: Mayor Wright explained that in 2024 the Council approved and signed a
129 stormwater agreement with the county. Since that time, it had been slightly changed by the county and
130 then sent to the city for new signatures. The city attorney reviewed the two agreements and noted the
131 only change was that the former agreement allowed for either party to withdraw at any time by giving 60
132 days prior notice. The current contract allows the city to choose an annual renewal or a five-year
133 agreement. He didn’t believe it was a critical change, but suggested they go with a one year for the first
134 year and if they were happy with the work the county was doing, they could choose the five-year option
when it was time to renew.

137 Councilmember Hanover pointed out that the allowance for either party to withdraw with a 60
138 day notice was in both agreements.

139 PWD Nelson informed that the fees noted in Exhibit A were pass-throughs and wouldn't be borne
140 by the city, but rather the builders.

141 He agreed with Attorney Jenkins' suggestion to sign a one-year contract and then if it went well
142 they could up it to five years. Mayor Wright pointed out that the contract expired in April. After that they
143 could sign for five years.

144 The contract was for the county to handle the city's stormwater inspections. PWD Nelson said if
145 the Council didn't want to approve the contract then the city would need to invest in the necessary
146 software required by the state. Contracting with the county won't cost the city anything.

147 **Councilmember Hanover moved to "approve an Interlocal Agreement between Cache County
148 and River Heights City for Stormwater Inspection Services." Councilmember Milbank seconded the
149 motion which passed with Hanover, Malmstrom, Mathews, and Milbank, in favor. No one opposed.
150 Pitcher was absent.**

151 Mayor Wright would clarify with Attorney Jenkins if they should sign the copy that had already
152 been signed by David Zook in March, since he was no longer the county executive.

153 Adoption of a Resolution Canceling the River Heights City General Election on November 4, 2025:

154 **Councilmember Mathews moved to "adopt a Resolution Canceling the River Heights City
155 General Election on November 4, 2025." Councilmember Malmstrom seconded the motion which
156 passed with Hanover, Malmstrom, Mathews, and Milbank, in favor. No one opposed. Pitcher was
157 absent.**

158 The meeting adjourned at 7:20 p.m.

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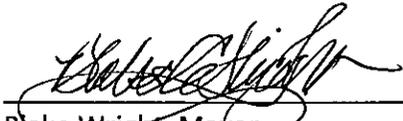
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Blake Wright, Mayor



Sheila Lind, Recorder

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: _____ Ship To: <u>Clayten Nelson</u> <u>520 South 500 East</u> <u>River Heights, Utah 84321</u> <u>435-213-6948</u>			
Vendor: <u>Mueller Systems</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
E0320EN	60		SSM,5/8X3/4",SG,18"NIC	\$ 145.00	\$ 8,700.00
E0520EN	40		SSM,1",SG,18"NIC	\$ 220.00	\$ 8,800.00
W-NODES-1P	100		MINET-M-W/5'NICOR	\$ 82.00	\$ 8,200.00
Vendor Please include P.O. # on all invoices				Subtotal	\$ 25,700.00
River Heights City Corporation Tax I.D. No. 87-028929-7				Shipping/Other	
				TOTAL	\$ 25,700.00
_____ 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

Created Date: 07/31/2025
Quote #: Q-179124
Quote Expires: 08/30/2025

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

Terms are located at:
www.muellerwaterproducts.com/terms-conditions

Currency Type: USD

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

Prepared by:
Arkadiusz Ryzak

End User:
River Heights (UT), City of

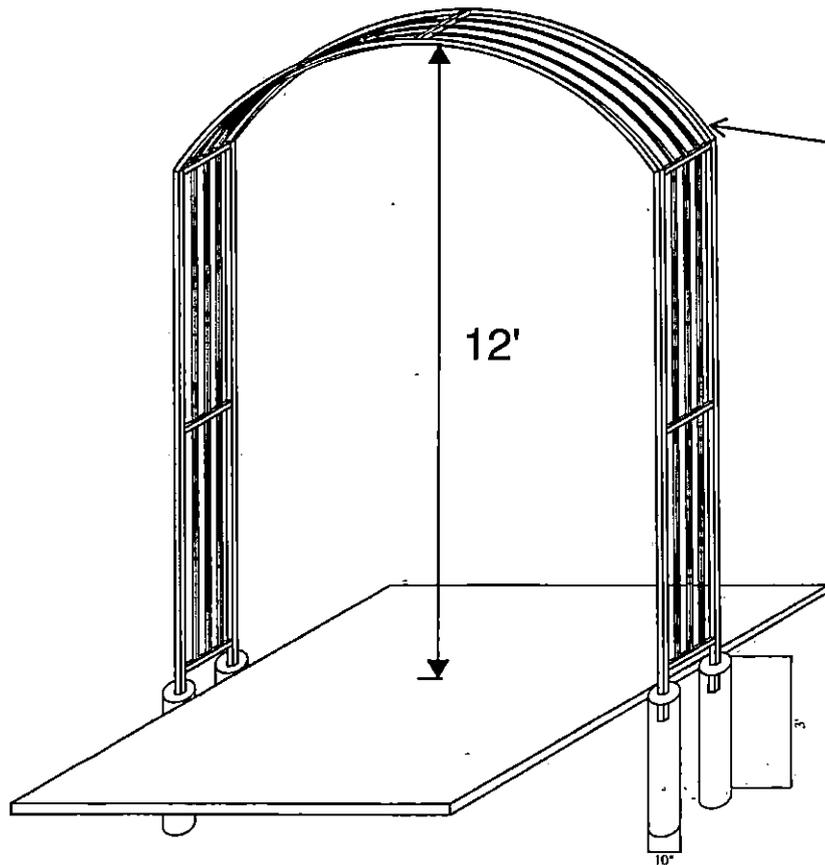
Comments & Consideration

- * **Freight Policy – orders less than \$15,000 net, a 3% freight charge will be added for each shipment.**
 - * Purchase of any LoRaWAN Network-as-a-Service part number, such as “MSW-LW-PH-ALL”, is subject to SaaS and NaaS Agreement.
 - * Seller reserves the right to increase product pricing at any time during the validity of this quote due to any costs incurred beyond its control, such as tariffs or other sub-tier cost increases.
 - * \$50 minimum order, \$75 non-box quantity
- Should you have any questions, please do not hesitate to contact Arkadiusz-Ryzak

Quote Line Items

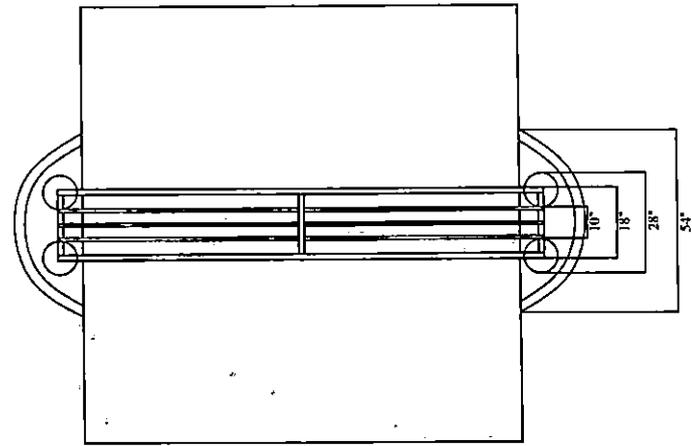
PART #	DESCRIPTION	UNITS	SALE PRICE	EXTENDED NET
E0320EN	SSM,5/8"x3/4",SG,18"NIC	60	145.00	8,700.00
E0520EN	SSM,1",SG,18"NIC	40	220.00	8,800.00
MSW-NODE5-1P-05	MINET-M W/5'NICOR	100	82.00	8,200.00
SUBTOTAL:				USD 25,700.00000

TOTAL: USD 25,700.00

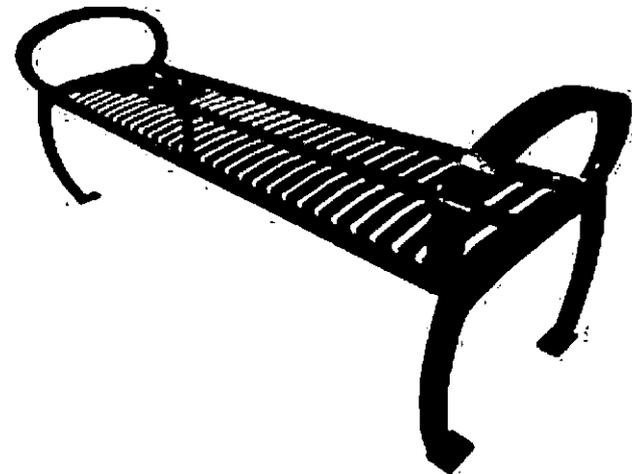
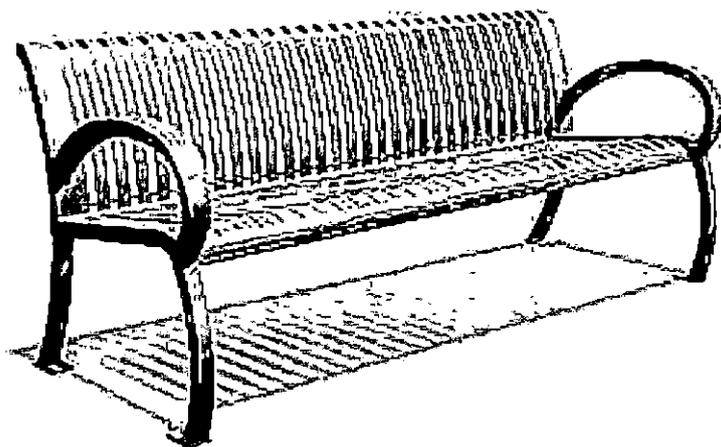
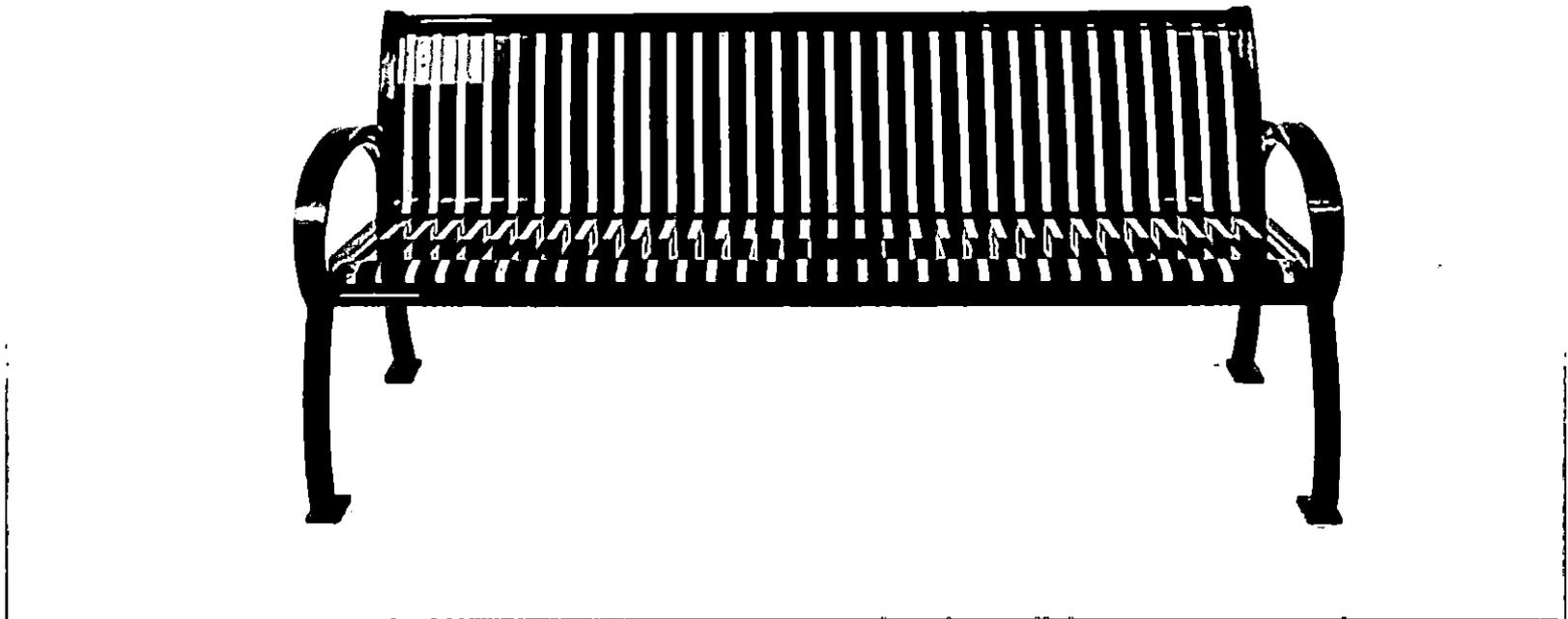


Frame: 1 1/2 Sq Tube
A36
Filler Bars : 3/4 Sq Solid
Bar A36

Top View



Wilmington Collection Park Bench



Sheila Lind

 Hi Sheila-

I apologize for taking so long to get this to you.

Brown Monument can sell 10x14x4 inch Mahogany Granite Plaques for \$45 each.

They will engrave up to 3 lines with a maximum of 21 characters per line.

They can also provide it in black in a 9x14 size but would have to order it in. Originally I was quoted \$65 for the black but they changed the price and said because of tariffs they would now have to sell it for \$150/slab.

I accidentally deleted the photos I had on my phone was waiting for Jeanette to send me a photo but I still haven't received anything from her. I will send it when I get them.

Thanks,
Chelsea



AN INTERLOCAL AGREEMENT BETWEEN
CACHE COUNTY
AND
RIVER HEIGHTS CITY
FOR
STORMWATER INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT is made and entered into pursuant to Title 11, Chapter 13 of Utah Code, known 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".

WHEREAS, the CITY is desirous of contracting with the COUNTY for the performance of the hereinafter described stormwater functions within its boundaries by the COUNTY of Cache through the Public Works thereof; and

WHEREAS, the CITY and the COUNTY have determined that it is mutual 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 Public Works Office agrees to furnish all necessary new construction reviews and inspections, 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 inspectors, 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 Public Works Director 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 or Council or other representatives, shall have an opportunity to meet and

confer with the Public Works Director 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 Public Works department will furnish all new construction stormwater services which fall under regular business hours from 8:00 am to 5:00 pm, Monday thru Friday, to reasonably enforce all state and federal laws as far as they are applicable, and city ordinances as follows.
 - A. Attend pre-construction meetings and review SWPPP's.
 - B. Do monthly or bi-monthly inspections.
 - C. It is agreed that the cost per permit for new construction stormwater services shall be determined by the COUNTY and agreed upon by the CITY. The costs and hours of services are detailed in Exhibit A attached.
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 fulfill new construction stormwater inspections.
6. It is agreed that in all instances where special enforcement, stationary, notices, forms, and the like must be issued in the name of the CITY, it will be issued and supplied by the CITY at its own expense.
7. For the purpose of performing the services and functions pursuant to this agreement;
 - A. For purposes of liability, COUNTY or employees shall not be deemed to be CITY officers or employees and COUNTY shall be completely responsible for its employees as provided in paragraphs 8 through 10.
 - B. All 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 COUNTY employees to be provided under the terms of this Agreement shall be appointed by the Cache County Public Works 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, and to the fullest extent permitted by law, CITY shall hold harmless, defend at its own expense, and indemnify COUNTY, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from CITY's sole negligence or willful acts.

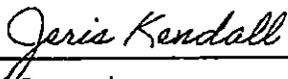
9. Subject to the provisions and limitations of the Governmental Immunity Act of Utah, and to the fullest extent permitted by law, COUNTY shall hold harmless, defend at its own expense, and indemnify CITY its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims losses, damages, or expenses arising from COUNTY's sole negligence or willful acts.
10. Except as herein otherwise specified, the CITY shall not be liable for any worker's compensation claim to any COUNTY employee for injury or sickness arising out of his or her employment, and the COUNTY hereby agrees to hold harmless the CITY against any such claims.
11. Unless sooner terminated as provided for herein, the Agreement shall be effective upon the approval of the two governments and each government filing with its respective keeper of records, and shall run until April 01, 2026. With the consent of the River Heights City Council, this Agreement may be renewable for successive five-year periods. The Public Works Director shall be the administrator of this Agreement. In the event the CITY desires to renew this Agreement for any succeeding five-year period, the CITY Council, not later than 60 days preceding the expiration date of this Agreement, shall notify the Public Works Director that it wishes to renew the same, whereupon the Public Works Director, no later than 45 days, may notify said CITY Council of its determination concerning such renewal together with any readjusted rates as provided in paragraph 13 below, otherwise, such agreement shall finally terminate at the end of such five-year period.
12. 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 as needed during the five-year period, to reflect the cost of such services as determined by the COUNTY.
14. The CITY agrees to remit the contract amount to the Cache County Finance Department, 179 North Main Street, Logan, UT 84321 on or before December 31, of each year. 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.

15. This Agreement is subject to and conditioned upon future legislative allocations of funds by the Cache County Council.

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

03/14/2025

Date



David Zook, County Executive

3/19/25

Date

Clerk

Date

City of River Heights

Approved as to form and as Compatible with State law:

Legal Counsel

Date

Mayor

Date

City Recorder

Date

EXHIBIT A

This exhibit details the categories contracted for, and the cost of those categories. The cost to furnish new construction stormwater services to River Heights City are:

<u>Category</u>	<u>Amount</u>
Single Family Home	\$600/House + \$100 SWPPP Review Fee
Multi-Family Complex	\$800/Complex + \$200 SWPPP Review Fee
1 – 10 Lot Subdivision	\$1,000/Year + \$200 SWPPP Review Fee
11 – 20 Lot Subdivision	\$1,200/Year + \$200 SWPPP Review Fee
21+ Lot Subdivision	\$1,400/Year + \$200 SWPPP Review Fee

RESOLUTION 6-2025
A RESOLUTION CANCELING THE RIVER HEIGHTS CITY GENERAL ELECTION ON
NOVEMBER 4, 2025

WHEREAS, River Heights City has a scheduled General Election on November 4, 2025 to elect two (2) councilmembers for four (4) year terms, one (1) councilmember for a two (2) year term, and a mayor for a four (4) year term; and

WHEREAS, there are four (4) candidates for the four (4) open positions on the River Heights Council; and

WHEREAS, Section 20A-1-206(2), Utah Code Annotated, 1953 as amended (UCA), specifically provides, in pertinent part, that a municipal legislative body may cancel a local election if the ballot for the local election will not include any contested races and the candidates who qualified for the ballot are considered elected, and

WHEREAS, according to Section 20A-1-206(3), UCA , the municipal legislative body must pass, no later than 20 days before the day of the scheduled election, a resolution that cancels the race.

NOW, THEREFORE, be it hereby resolved as follows:

1. Four (4) people have filed as candidates for the position of River Heights City councilmembers and mayor, and
2. There are four (4) open positions on the River Heights City Council for the terms beginning January 1, 2026.
3. The River Heights City General Election scheduled for November 4, 2025, hereby is cancelled.
4. The following candidates for the open seats are considered elected:

Blake Wright	Mayor
Kandi Evans	4-year councilmember
Mark Malmstrom	2-year councilmember
Janet Mathews	4-year councilmember
5. The City Recorder is hereby authorized and directed to publish the cancelled General Election as required by Section 63G-30-102.

PASSED AND ADOPTED by the River Heights City Council on this 7th day of October 2025.

Blake Wright, Mayor

Sheila Lind, Recorder