

RICHMOND CITY COUNCIL

May 14, 2002

The regular meeting of the Richmond City Council was held at the Community Building on May 14, 2002. The meeting began at 7:00 p.m. Acting Mayor L.D. Bowcutt was in the chair and the opening prayer was offered by L.D. Bowcutt.

The following members were in attendance: Kim Christensen, Allen Lundgreen and Leslie Erickson. Mayor Kip Panter and Cordell Johnson were excused.

The minutes of the previous meeting were read and approved.

Jared Larson came to report on his Eagle Scout Project.

Jared: I previously came before the Council on this project and I now have prepared a budget. I talked to Parsons and Christensens for cement and gravel. The area is 77' long x 35 feet wide and would take 31 yards of cement and 31 yards of gravel. We would use 6 bag mix at \$65/yard and the cost for the rock would be \$9/yard. The total cost would be around \$2,263. Dallin Smith, a local contractor, is going to help me. The City would need to remove the existing cement and smooth it off. We could use the existing basketball poles that are already there. I can get the lumber for the footings from my work.

Girls State Report.

Melissa Yardley: I am representing the girls wanting to go to Girls State. In the past the City has helped the girls with a donation of \$100. Girls State will be June 1st through June 8th in Cedar City. The girls who are going are Melissa Yardley, Korine Watterson, Emily Spendlove and Erin Purdie.

L.D.: We will pay the \$42.00 per person bus fare instead of only \$100.00.

Business License Request

Marlowe: Heather Lopez at 150 North State has recently been given a certificate for childcare from the state. There would be a maximum of 6 children with no employees to help. It will be called "Children's Day Care".

** The Council o.k.'d this request.

Veterans Committee Planning for Dedication

Garr: Everything is looking good as we get closer to the dedication. Skip Dopp will start putting the nameplates on tomorrow. We need a platform for the program and for the speakers. We will also need a speaker system. The Mayor is conducting this program. The flag ceremony will be done by the Utah National Guard. The prayer will be offered by Willard Jessop. A song will be sung by the Park School kids. Gail and Mar Deen Alvey will lead the pledge of allegiance. Bob Christensen – National Anthem; Bonnie Ann Miller will sing God Bless America. Front Porch Majority will sing assorted war songs and the song “One Stands Alone”. I will be giving the thank you speech. We will then unveil the statues and Taps will be played. President Jackson will dedicate it.

L.D.: We will take care of the seating. We will also use our portable bleachers.

Gail: I would figure on seating for 300 people.

Garr: We would like lighting to protect against vandalism. Also, we would like a light to shine on the flag.

L.D.: We will be laying sod on the north and west side of the monument before the dedication.

Garr: We are printing 1,000 books to sell for \$10 each. We will sell them that day and any left over we would like to leave at the City office to sell. We appreciate the City’s support on this project.

Gail: This will make the city corner look great. This is a good thing to do.

A Public Hearing was held on the rezone request from A-10 to Manufacturing/Light Industry (MLI) for Alpine Industries.

The following were in attendance at the public hearing: Nevin Linburg, W.R. Durrant, Wynn Ward, Lori Ward Durrant, Harold Thomson, Gloria Thomson, Boyd Lewis, Stacey Andrus, Marlowe Adkins, Allen Lundgren, L.D. Bowcutt, Kim Christensen, Leslie Erickson.

Marlowe: The Planning & Zoning held a public hearing last Tuesday and sends to the City Council a recommendation of approval. The Planning and Zoning Commission voted and approved a rezone request of 5 acres at 848 South State Street. The land is currently zoned A-10 and the rezone was approved for manufacturing/light industrial (MLI).

Allen: What about traffic?

Eric Durrant: Traffic would be semi-trailer trucks around 5 or 6 a year for delivering of raw material. Where the project is complete we will then have semi’s for the shipping of finished inventory. Minimum traffic other than that.

Marlowe: They have a 50 foot access to the property of 5 acres. There would be one entrance to the property.

Eric: We plan on fencing the total 5 acres and putting in a gate. We will do whatever the City requests for landscaping. We do aerospace manufacturing. You can't hear any noise outside of the building.

** A motion to approve the rezone request on property located at 848 South State Street from A-10 to Manufacturing/Light Industrial (MLI) was made by Allen, seconded by Kim and the vote was as follows: Allen-yes; Kim-yes; Leslie-yes.

** A motion to approve the rezone request at Deer Flats Estates from A-10 to PUD Zone was made by Allen, seconded by Leslie and the vote was as follows: Allen-yes; Kim-yes and Leslie-yes.

City Manager Report

Marlowe: We have talked about hiring youth to help with street mowing and other misc. things. I think we have enough work for around 30 hours per week. I also think we have enough work for them for the summer. We need them as soon as school is out. I recommend that we should abandon charging for pavilion parking and get out completely so we are not responsible for any accidents or vandalism.

Ordinance 2002-4

Marlowe: This is for review purposes only. We could adopt it at a later time. It says:

Ordinance 2002-4

Now therefore the City Council of Richmond City, County of Cache, State of Utah, hereby adopts, passes and publishes the following:

AN ORDINANCE TO ESTABLISH RATES TO BE CHARGED FOR CULINARY WATER AND SEWER SERVICE BY RICHMOND CITY.

- A. Culinary water will be charged at the rate of twenty-one dollars (\$21.00) per ten thousand (10,000) gallons per billing month from July 1, 2002 through June 30, 2003.
- B. Culinary water charges will be increased by one dollar (\$1.00) per year, effective July 1, 2003, and adjusted every July 1st until the year 2006. After June 30, 2007, water rates will remain in place until or unless the Richmond City Council, through public hearing changes said rates.
- C. Overage charges will be one dollar (\$1.00) per one thousand (1,000) gallons of water in excess of ten thousand (10,000) gallons to a total of an additional ten thousand (10,000) gallons (twenty thousand (20,000) gallons gross total).

Beginning with overages of eleven thousand (11,000) gallons (twenty-one thousand (21,000) gallons gross total, the overage charge will increase to two dollars per one thousand (1,000) gallons. These overage charges will remain in place until or unless the Richmond City Council, through public hearing, changes said rates.

- D. Rates for users of Richmond City culinary water who reside outside of the legal city limits of Richmond City will be charge at least twice the above listed rates. If, through annexation or other legal action, said users are placed within in the city limits of Richmond, the rates will revert to the standard rates.
- E. Effective July 1, 2002, a charge for sewer service in the monthly amount of \$21 will be automatically imposed upon any residential or commercial water user being provided culinary water service by Richmond City with the exception of those users either residing outside of the legal boundaries of Richmond City per paragraph D above, or specifically exempted through prior agreement pending connection to the sewer system.
- F. Said sewer charge will remain in place until or unless the Richmond City Council, through public hearing, changes said rate.
- G. Upon passage, publication, and posting of this ordinance, all previous rate schedules for culinary water are deemed historic and no longer in effect.

Public Hearing for Ratification of the Ordinance 2002-2 Annexation:

** A motion to ratify the annexation procedures of April 9, 2002, concerning Ordinance 2002-2 was made by Allen, seconded by Leslie and the vote was unanimous.

Marlowe: I would like to go over the information on the Pond Doctor system. Gavin, Cordell and I went to Belgrade, Montana. They have a system like ours. It was made for 2,000 people and they are now serving 6,500 people. We were really impressed with the Pond Doctor. We received a proposal from William Haldane. This is what it says.

Present Conditions:

The WWTP at Richmond consists of four non-aerated ponds, with two primary ponds at 6.7 acres and 5.7 acres respectively, operated in parallel (ponds 1 & 2). Primary treatment is followed by a secondary pond of 6.3 acres (#3) and a tertiary pond of 9.5 acres (#4). The operating depth of each pond is 5-6 feet. A recent DMR indicated a flow of 375,000 gallons per day with a corresponding influent BOD of 284 mg/l. This means the primary ponds need to treat a daily load of 890 lbs of BOD/day (surface loading = 72 lbs of BOD/acre/day). However, based on a population of 2,078, the calculated average daily flow is 207,800 (100 gpcd) and the organic load is 415 lbs of

BOD/day (.2 lbs of BOD/capita), which equates to a primary pond surface loading of 33 lbs of BOD/acre/day.

In addition to the need to digest sludge in primary pond 1 (pond 2 was recently dredged,) the City is concerned about potential permit violations from pond 4 effluent as well as the need for increasing overall treatment capacity. The City is considering the need for mechanical aeration for the primary ponds, however, power is not available at the facility and would likely require a significant investment for the 3 phase power that most mechanical aerators require.

OBJECTIVES:

1. Reduce and stabilize the existing sludge blanket while minimizing odor concerns
2. Maximize the treatment capacity of ponds 1 & 4 by eliminating short-circuiting, and creating more uniform distribution of the available oxygen, as well as, flow and loading
3. Eliminate the potential energy and maintenance cost of an electric aeration system.
4. Increase the present loading capacity to treat a population of 3-4,000 without the need to invest in a mechanical plant.

RECOMMENDATION:

Pond Doctor, Inc. recommends two (2) Pond Doctor SS model units with one unit to be installed in primary pond 1 and the other in pond 4, the tertiary pond.

PRICE:

Option 1

Two Pond Doctor SS Model units at \$24,900 each	\$ 49,800.00
7.5% discount if purchased within 15 days	(3,735.00)
Delivery, factor assembly, start up and operator training	<u>2,000.00</u>
Total	<u>48,065.00</u>

Option 2

Two reconditioned Pond Doctor SS Model units at \$19,920 each	\$ 39,840.00
Delivery, factor assembly, start up and operator training	<u>2,000.00</u>
Total	<u>41,840.00</u>

1. The City of Richmond is to provide one laborer for 1-2 days, and lifting equipment for installation assistance. Operator training will be provided for 2-3 hours during the assembly and installation.
2. This price quotation is valid for 15 days. A lease/purchase option is available at an estimated cost of \$500/mo/unit.

TERMS OF SALE: The following terms and conditions shall prevail and apply to this proposal.

1. Satisfaction Guarantee. For any Pond Doctor sold for delivery, placement, or use within the continental U.S. and operated in accordance with the terms stated in the proposal above, and any ongoing recommendations made by the seller, the Pond Doctor is warranted to reasonably perform the stated objectives as outlined in this proposal. If the stated objectives are not reasonably achieved at the end of the first year of usage, the buyer may return the Pond Doctor to the seller, at the seller's expense for pickup and return. The buyer will receive a refund for the selling price of the Pond Doctor, as stated in this proposal, less a 10% reconditioning fee. There will be no refund of delivery/freight, installation, start up, training or assembly, taxes or other costs the buyer may have incurred beyond the selling price of the Pond Doctor.
2. Delivery/Assembly/Startup. Any delivery, assembly or start up time stated in this proposal or during the course of discussions between the buyer and seller are estimates only, based upon conditions and circumstances in existence at the time. The seller shall in no event be liable for any special, indirect or consequential damages arising from delivery, assembly or start up delay of the Pond Doctor.
3. Payment. Payment in full is due from the buyer 10 days from delivery, payable in U.S. currency. Prorated payments may be made, upon agreement of the buyer and seller, in the event of partial or delayed delivery caused by the seller. Any costs associated with delayed or partial delivery, at the buyer's request, including storage charges, shall be the responsibility of the buyer. The rights of the seller as identified under this paragraph are cumulative and in addition to any rights available under law or equity. If the equipment is sold under a public bid arrangement to a contractor, no retainage is allowed.
4. Taxes. Except as stated above, the price shown in this proposal does not include any local, state, federal, use, privilege, occupation excise or other tax requirements of the local, state, federal or other governing entity, which may be imposed upon either party to this transaction. Any applicable tax, as defined above, will be added to the sale price and is payable by the buyer. The buyer agrees to assume responsibility for any tax obligation discovered after the sale is closed.
5. Sales for Export. In the event this proposal is for a Pond Doctor which will be used outside of the U.S. the buyer is responsible for procuring any necessary authorization or license's and for payment of taxes, tariffs duties or fees as may be required.

6. Cancellation: Once accepted, an order is not subject to cancellation or change, in specifications, delivery, or other conditions with the written consent of the seller. In the event of a cancellation, the risk of loss, including any and all expenses associated with the cancellation, shall be the sole responsibility of the buyer.
7. Liability Arising from Safety Issues or Misuse. The Pond Doctor is usually deployed in a waste lagoon where no water sports or water recreation activities occur. If the buyer intends to use or will be using the Pond Doctor in an area where any water recreation exists, or such water traffic may occur, the buyer takes all responsibility for placing the Pond Doctor in such environment, and for making conditions safe for such traffic. This may involve adding supplemental markings or lighting. It is the buyers' sole responsibility to make a thorough safety investigation regarding the Pond Doctor, including contracts to any applicable government, safety and/or water authorities and to take all actions necessary to ensure maximum safety. The buyer agrees to hold the seller harmless from all liability involving such safety issues.
8. Exclusive Warranty. Other than paragraph one above, and the warrantey found in the owners manual, there are no other warranties, express or implied, and there is no warranty of fitness of purpose. There is no warranty or liability undertaken for consequential damages of any kind.

During the winter we could add a 1/8 horsepower unit which would run off a 110 volt which we already have down there.

** The Council decided to allow Marlowe to sign an agreement for the City to purchase 2 reconditioned Pond Doctors.

Council discussed the new proposed city budget

Boyd: I have put together a preliminary budget for the city for the upcoming budget year. One thing to remember is that for each 1% wage increase it is equal to \$2,500. We will be meeting on May 28 to go over this budget. Get with your departments and have your requests available so we can get them plugged in. Our next meeting after that will be the one actually adopting the new budget for the new budget year.

Council Member Reports

Leslie: We have a little problem with the parade for Black and White Days. The person in charge has dropped the ball and cities and individuals haven't been sent letters about it. I have been calling every City to invite them and double check with others on it.

L.D.: Pete has the horse show ready to go. Jeremy Threfall will sing the national anthem.

Kim: The EMT has o.k.'d another person for their program, Kamon Kersavage.

The following bills were presented for payment:

<u>For April 23rd:</u>	
Utah State Tax Commission	1571.08
U & I Kiwanian	195.00
Brodart	111.48
Questar	119.96
Waldenbook	48.70
IFA	438.69
Questar	108.96
A Little Something	170.20
AT&T	12.51
Cache Valley Craft	236.87
Cache Valley Insurance	138.00
Denny's	740.34
Diamond Disp.	240.00
Grin & Bear It	34.00
IPACO	13.16
Kaps	42.87
Larry Smith	96.00
Lee's	179.08
Questar	254.90
Qwest	131.60
Randy's	147.68
Smithfield Implement	92.75
Sprint Print	74.00
The Greenhouse	33.09
Herald Journal	36.48
Theurer's	239.74
Tread Images	72.00
Upstart	228.96
Utah Local Government Trust	1,474.74
Utah Power	195.26
Utah State University	1,865.00
<u>For May 14th:</u>	
Metrocall	155.75
Allen Gravel	151.49
Best Tire	246.00
Cache Chemical	120.00
Christensen Construction	225.00
Crawford Doors	129.00

Int. Hyd.	120.84
Irrigation Aid	56.75
Kaps	179.30
Lawson & Yeates	275.70
Mountain Toppers	150.00
North American Salt	1,404.28
Questar	158.21
Rockmount	247.64
Royce Industries	4,248.75
RSM	153.01
Safety Supply	435.70
Techichem	2,828.00
Texaco	308.00
The Clean Spot	33.50
Thompson Electric	23.64
Time Rental	93.09
Utah Communications	68.12
Utah Northern	1,100.00
Utah Power	1,107.51
Allen Gravel	91.15
Anderson Lumber	42.65
Bear River Health	60.00
Beazer Lock	2.25
Bens Plumbing	37.83
Cache Chemical	148.22
Cache County SVC	10,128.37
Clark Security Products	23.42
EcoSystems	109.00
IFA	89.15
Lawson & Yeates	351.53
Mountain Magic	175.49
Smithfield Implement	42.43
Sprinkler Supply	158.16
Utah Power	480.43
Wayne Skabelund	2,640.00

A motion to pay the bills was made by Allen, seconded by Kim and the vote was unanimous.

A motion to adjourn was made by Allen seconded by Leslie and the vote was unanimous.

Adjournment at 10:15 p.m.

Mayor Kip Panter

Boyd Lewis, City Recorder