

# River Heights City

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## COUNCIL MEETING AGENDA Tuesday, March 21, 2023

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, Approval of Payments, and Purchase Requisitions (Mayor, Council, Staff)

Public Comment

CAPSA Presentation

Discuss Which Portions of the Countywide Planning Department Bill the City Wants to be Involved In

Accept Contract with DWA for Work on the Lower Well

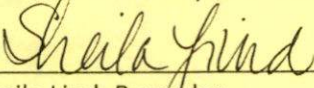
Council Review and Adoption of Proposed Code Changes Sent from the Planning Commission

Adjourn

To join the Zoom meeting:

<https://us02web.zoom.us/j/89130938667>

Posted this 18<sup>th</sup> day of March 2023

  
\_\_\_\_\_  
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

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## Council Meeting

March 21, 2023

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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  
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14 Recorder Sheila Lind  
15 Public Works Director Clayton Nelson  
16 Treasurer Michelle Jensen  
17  
18 Others Present: Noel Cooley, Maddie Soto, Steve Thunell, Valerie Merrell,  
19 Heather Lehnig  
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The following motions were made during the meeting:

### Motion #1

25 Councilmember Wright moved to "adopt the minutes of the council meeting of March 7, 2023,  
26 with one change and the evening's agenda." Councilmember Gallup seconded the motion, which passed  
27 with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.  
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### Motion #2

30 Councilmember Milbank moved to "approve a PO for a new mower in the amount of \$11,799."  
31 Councilmember Mathews seconded the motion, which carried with Gallup, Glover, Mathews, Milbank,  
32 and Wright in favor. No one opposed.  
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### Motion #3

35 Councilmember Glover moved to "accept PO #0008 for Total Tree Care in the amount of  
36 \$2,045.60." Councilmember Gallup seconded the motion, which carried with Gallup, Glover, Mathews,  
37 Milbank, and Wright in favor. No one opposed.  
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### Motion #4

40 Councilmember Gallup moved to "pay the bills as presented." Councilmember Glover seconded  
41 the motion, which passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.  
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46 Motion #5

47 Councilmember Milbank moved to “pay the trails portion of the Countywide Planning services  
48 bill.” Councilmember Glover seconded the motion which carried with Gallup, Glover, Milbank, and Wright  
49 in favor. Mathews was undecided.

50

51 Motion #6

52 Councilmember Mathews moved to “accept the DWA Agreement Between Owner and Contractor  
53 for Construction Contract, in the amount of \$643,900.” Councilmember Glover seconded the motion,  
54 which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

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56 Motion #7

57 Councilmember Wright moved to “adopt Ordinance 1-2023, with the changes they discussed  
58 tonight, including adding to the Standard River Heights Widths chart: changing curb width to .5 feet,  
59 adding a rolled curb and gutter of 2 feet and renaming curb and gutter to standard curb and gutter. Also  
60 changing 10-12-3:D., to say, ‘Fire hydrants shall not have access blocked by fences or walls for a radius of  
61 four (4) feet.’” Councilmember Milbank seconded the motion, which carried with Gallup, Glover,  
62 Mathews, Milbank, and Wright in favor. No one opposed.

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Proceedings of the Meeting:

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67 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the  
68 River Heights City Building on Tuesday, March 21, 2023, for their regular council meeting.

69 Pledge of Allegiance and Opening Thought: Councilmember Gallup gave an opening thought.

70 Adoption of Previous Minutes and Agenda: Minutes for the March 7, 2023, meeting were  
71 reviewed. Councilmember Wright had one change.

72 Councilmember Wright moved to “adopt the minutes of the council meeting of March 7, 2023,  
73 with one change and the evening’s agenda.” Councilmember Gallup seconded the motion, which  
74 passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

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

76 Treasurer Jensen

77

- She had two purchase orders to present.

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- PWD Nelson explained the first PO was for a lawn mower from Ipaco in the amount of \$11,799. It will be taken from the Capital Projects Fund.

79

80 Councilmember Milbank moved to “approve a PO for a new mower in the  
81 amount of \$11,799.” Councilmember Mathews seconded the motion, which carried  
82 with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

83

- Councilmember Glover explained, the Total Tree Care PO was for tree removal on the 400 South Sidewalk project, in the amount of \$2,045.60. It could end up to be a little more or a less, depending on the trees. It will all be billed to the capital project of 400 South. It’s part of the project but separated out from the main bid.

84

85 Councilmember Glover moved to “accept PO #0008 for Total Tree Care in the  
86 amount of \$2,045.60.” Councilmember Gallup seconded the motion, which carried with  
87 Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

88

- Approval of payments. Treasurer Jensen answered questions concerning the bills to be paid.

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90

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

94 Mayor Thompson

- 95 • He had met with the Solid Waste Consortium to discuss the contract with Waste Management for  
96 garbage pickup. The target start date is October 1, 2023. He is very pleased with the contract and  
97 has been impressed with the company. They should be signing the contract very soon. The waste  
98 will be taken to the Clarkston landfill site. He informed that cities who hadn't joined the  
99 consortium would not be allowed to contract with Waste Management. They had their chance  
100 and chose not to. Councilmember Gallup asked if citizens would keep their Logan bins or get new  
101 ones. The mayor said these details are still being worked out. The cities will be billed for startup  
102 fees. The rates are still to be determined. There will need to be a code addition addressing  
103 damage to the cans.
- 104 • Logan City will not be supplying greenwaste containers this year. Mayor asked Recorder Lind to  
105 look up the contract with Logan City to see if the city has been paying for this service.
- 106 • Visionary has requested access to 600 South for their development in Providence. He has sent  
107 them a letter after meeting with the city engineer and attorney, letting them know what River  
108 Heights will require: sidewalk, road improvements, etc. Visionary had requested a meeting next  
109 week. He will invite Councilmember Wright to attend.
- 110 • There was a question on tree heights for waste management. The mayor responded that there  
111 was nothing in the Waste Management contract addressing this. Councilmember Wright said  
112 there is a proposed code change which addresses this that they will discuss later in the meeting.
- 113 • He discussed his job as the code enforcement officer. He said there had been some good progress  
114 made with a couple residents. One family has been very responsive about getting the junk  
115 cleaned up from their yard. He asked the council to let him know if there are other areas that  
116 need cleaned up or are in violation of a code.
- 117 • He mentioned to PWD Nelson that a portion of the 400 East sidewalk rail is in bad shape and  
118 asked if he could see it off.

119 Recorder Lind

- 120 • She asked the mayor if he'd had a chance to talk with Laura Morgan about using their chairs in the  
121 council room. He said he hadn't had a chance. At his request, Ms. Lind explained to the council  
122 that Ms. Morgan was favorable to working something out which would allow the council to use  
123 their padded chairs for the council room, so the city could then move the plastic chairs to the old  
124 school gym to use for rentals.

125 Councilmember Wright didn't have anything to report.

126 Councilmember Gallup

- 127 • She and Councilmember Wright met to discuss the flood plain. The state floodplain office has  
128 changed River Heights from a Level B to a D. She had reached out to Engineer Rasmussen to  
129 update the Sensitive Areas map, since there had been some changes to where the flood zone is:
- 130 • She asked PWD Nelson if he had a plan yet of the Old School Building. He said he would discuss it  
131 during his report.
- 132 • She asked Treasurer Jensen for a current budget to be placed in the city office so she could find  
133 budget numbers when needed.
- 134 • She discussed the upcoming activities the ambassadors had planned.
- She announced she will not be running for office again in the upcoming election.

136 Councilmember Glover

- 137 • He asked if anyone had any COG information for 800 South. He was looking at future roadway  
138 plans. Councilmember Wright suggested talking with past mayor Todd Rasmussen.
- 139 • He asked PWD Nelson if any progress had been made to the Saddlerock improvements. Mr.  
140 Nelson responded they hadn't due to the weather but would be able to start up soon. Mayor  
141 Thompson asked for a punch list of the projects, contractors lined up, and dates they are  
142 projected to be done. He reminded that all costs will be billed to Dan Hogan.

143 Councilmembers Mathews and Milbank didn't have anything to report.

144 PWD Nelson

- 145 • He asked if the Council was interested in supplying a greenwaste container from a company (other  
146 than Logan City). He had concerns that the trash bin would be used for Greenwaste. Mayor  
147 Thompson asked to talk with him later about the details.
- 148 • He reportedly had talked to almost everyone who currently works at the school district to try to  
149 find out what happened to the structural plans of the Old School. He was told that Mike Liechty  
150 met with Mayor Rasmussen and gave him all the information pertaining to the Old School. Mr.  
151 Nelson said he had never seen any maps. Councilmember Wright suggested PWD Nelson get with  
152 former mayor, Todd Rasmussen, who may have had plans of the old school.

153 Public Comment: Valerie Merrell of 359 South 550 East said she hoped the code changes would  
154 go through so it would help them be able to put their fence in how they want. She said she fully  
155 supported the changes and hoped the council would accept them.

156 Steve Thunell pointed out that it was difficult to know how to address the code changes when he  
157 didn't know yet how the council would lean on their decision. He said, he too, supported the changes. He  
158 asked Councilmember Glover how he would know what was going on with his property during the 400  
159 South sidewalk project. Mr. Grover said he was welcome to call him. The contractor would also be in  
160 communication with him. The mayor said he wanted good communication with everyone involved with  
161 the project.

162 CAPSA Presentation: Maddie Soto gave a presentation on April being Sexual Assault Awareness  
163 month. They give hopes to survivors. She left a poster and pins.

164 Discuss Which Portions of the Countywide Planning Department Bill the City Wants to be Involved  
165 In: Mayor Thompson said the item in question was for trails funding. He opened it up to the council for  
166 discussion. Councilmember Milbank was supportive since River Heights residents have access to and use  
167 all the trails in the valley.

168 **Councilmember Milbank moved to "pay the trails portion of the Countywide Planning services**  
169 **bill." Councilmember Glover seconded the motion which carried with Gallup, Glover, Milbank, and**  
170 **Wright in favor. Mathews was undecided.**

171 Accept Contract with DWA for Work on the Lower Well: Mayor Thompson said he has received  
172 approval from the city attorney on the DWA contract.

173 **Councilmember Mathews moved to "accept the DWA Agreement Between Owner and**  
174 **Contractor for Construction Contract, in the amount of \$643,900." Councilmember Glover seconded**  
175 **the motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one**  
176 **opposed.**

177 Council Review and Adoption of Proposed Code Changes Sent from the Planning Commission:  
178 Commissioner Cooley reviewed the code changes. He reviewed the new fence changes, which the  
179 Commission had done a lot of homework on. He explained the formulas he came up with, which the  
180 council thanked him for. Councilmember Mathews asked if she could have a fence higher than six feet.

181 She was told six feet was the maximum. Councilmember Wright showed a figure which will help interpret  
182 the clear view of streets and driveways.

183 Councilmember Glover wondered if some changes could be made on curb and gutter sizes. He  
184 said standard curb is 6" and gutters are 2'. He was interested in making it easier to understand based on  
185 the standard. He also hoped they could add a distance for a fence from a fire hydrant in 10-12-3:D. He  
186 felt they should go with a three-foot minimum. PWD Nelson said three feet would be too tight. After  
187 discussion they decided to go with a restriction of four feet on each side.

188 **Councilmember Wright moved to "adopt Ordinance 1-2023, with the changes they discussed**  
189 **tonight, including adding to the Standard River Heights Widths chart: changing curb width to .5 feet,**  
190 **adding a rolled curb and gutter of 2 feet and renaming curb and gutter to standard curb and gutter.**  
191 **Also changing 10-12-3:D., to say, 'Fire hydrants shall not have access blocked by fences or walls for a**  
192 **radius of four (4) feet.'" Councilmember Milbank seconded the motion, which carried with Gallup,**  
193 **Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

194 The meeting adjourned at 8:05 p.m.

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Sheila Lind, Recorder

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Jason Thompson, Mayor

## Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 03/21/2023

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Sewer Department</b>						
<b>5240</b>						
52-40-50	133	Thomas Petroleum. LLC	M026106	Sewer Gas, Oil, Vehicle Repair	03/13/2023	16.92
52-40-50	366	Zions Bank	202303	Mavrick - Gas 79.65	03/08/2023	26.28
52-40-50	366	Zions Bank	202303	Chevron - Gas 79.50	03/08/2023	26.24
52-40-50	366	Zions Bank	202303	Chevron - Gas 97.30	03/08/2023	33.08
52-40-65	113	Ferguson Enterprises, Inc.	0400112	Sump Pump	03/09/2023	69.55
52-40-75	246	Dominion Energy	6900830000-2	6900830000 Sewer Gas	03/14/2023	190.86
52-40-77	380	Rocky Mountain Power	202303	Item 9	03/03/2023	71.89
52-40-77	380	Rocky Mountain Power	202303	Item 16	03/03/2023	7.99
52-40-78	995	Ask AllTech LLC	682	Sewer Phones	03/14/2023	24.32
Total 5240:						467.13
<b>Water Department</b>						
<b>5140</b>						
51-40-50	133	Thomas Petroleum. LLC	M026106	Water Gas, Oil, Vehicle Repair	03/13/2023	16.92
51-40-50	366	Zions Bank	202303	Maverick - Gas 79.65	03/08/2023	26.28
51-40-50	366	Zions Bank	202303	Chevron - Gas 79.50	03/08/2023	27.03
51-40-50	366	Zions Bank	202303	Chevron - Gas 97.30	03/08/2023	32.11
51-40-51	188	Logan City	003789-20230	Account 003789-001 51-40-51	03/15/2023	148.77
51-40-65	113	Ferguson Enterprises, Inc.	0400112	Sump Pump	03/09/2023	71.65
51-40-65	316	Thomson Electric Sales Inc	1416129-0001-	Well House Lights	03/03/2023	10.91
51-40-65	316	Thomson Electric Sales Inc	1416165-0001-	Well House Lights	03/06/2023	342.63
51-40-75	246	Dominion Energy	0491650000-2	Account 0491650000	03/14/2023	7.09
51-40-75	246	Dominion Energy	6900830000-2	6900830000 Water Gas	03/14/2023	190.86
51-40-75	246	Dominion Energy	7191650000-2	Account 7191650000 51-40-75	03/14/2023	142.41
51-40-75	246	Dominion Energy	7953243487-2	Account 7953243487 51-40-75	03/14/2023	156.98
51-40-77	380	Rocky Mountain Power	202303	Item 1	03/03/2023	287.56
51-40-77	380	Rocky Mountain Power	202303	Item 7	03/03/2023	287.56
51-40-77	380	Rocky Mountain Power	202303	Item 8	03/03/2023	287.56
51-40-77	380	Rocky Mountain Power	202303	Item 9	03/03/2023	71.89
51-40-77	380	Rocky Mountain Power	202303	Item 16	03/03/2023	7.99
51-40-78	995	Ask AllTech LLC	682	Water Phones	03/14/2023	24.32
Total 5140:						2,140.52
<b>Administration</b>						
<b>1041</b>						
10-41-41	634	Forsgren Associates, Inc.	16793	General Consulting Services	02/25/2023	443.75
10-41-43	85	Daines and Jenkins, LLP	9034	City Legal Business	03/02/2023	999.00
10-41-43	85	Daines and Jenkins, LLP	9035	Call Parking, Condcut pretrial conf	03/02/2023	162.00
10-41-46	337	Utah League Of Cities & Towns	202303	Membership Fee 2023-2024	03/09/2023	1,333.32
10-41-46	1082	Jensen, Michelle	202303	UAPT Membership	03/16/2023	75.00
10-41-46	1082	Jensen, Michelle	202303	APT US& C Membership	03/16/2023	159.00
10-41-50	366	Zions Bank	202303	Maverick - Gas	03/08/2023	10.65
10-41-80	366	Zions Bank	202303	Bank Service Charges	03/08/2023	10.02
Total 1041:						3,192.74
<b>Office Expenses</b>						
<b>1044</b>						
10-44-12	366	Zions Bank	202303	Amazon - Cleaning Supplies City	03/08/2023	41.62

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-44-15	1045	Thompson, Jason	2023_03	Watkins Party Store	11/28/2022	33.71
10-44-15	1045	Thompson, Jason	2023_03	Watkins Party Store	11/28/2022	23.27
10-44-15	1045	Thompson, Jason	2023_03	Little Ceasars	11/28/2022	70.09
10-44-45	364	Xerox Corporation	018444980	Copies	03/04/2023	128.00
10-44-45	844	Wasatch Document Solutions, Inc.	48581	Copies Feb	03/09/2023	30.99
10-44-65	366	Zions Bank	202303	Adobe - Michelle	03/08/2023	21.39
10-44-65	366	Zions Bank	202303	Adobe - Sheila	03/08/2023	21.39
10-44-65	366	Zions Bank	202303	Google Suite	03/08/2023	96.00
10-44-75	246	Dominion Energy	1049100000-2	Account 1049100000	03/14/2023	133.10
10-44-75	246	Dominion Energy	4012182621-2	Account 4012182621 10-44-75	03/14/2023	3,743.54
10-44-77	380	Rocky Mountain Power	202303	Item 19	03/03/2023	287.56
10-44-77	380	Rocky Mountain Power	202303	Item 12	03/03/2023	287.56
10-44-77	380	Rocky Mountain Power	202303	Item 20	03/03/2023	19.70
10-44-78	995	Ask AllTech LLC	682	Admin Phones	03/14/2023	24.32
Total 1044:						4,962.24
<b>Capital Projects</b>						
<b>5150</b>						
51-50-72	634	Forsgren Associates, Inc.	16795	500 EAST WATERLINE PLANS A	02/25/2023	2,612.50
Total 5150:						2,612.50
<b>Public Safety</b>						
<b>1054</b>						
10-54-25	366	Zions Bank	202303	Emergency Prep Equipment	03/08/2023	575.10
10-54-25	799	Whitaker Construction Company	85211	Bedding Sand	03/10/2023	137.80
10-54-75	380	Rocky Mountain Power	202303	Item 6	03/03/2023	287.56
10-54-75	380	Rocky Mountain Power	202303	Item 14	03/03/2023	287.56
10-54-75	380	Rocky Mountain Power	202303	Item 16	03/03/2023	8.02
Total 1054:						1,296.04
<b>Capital Projects</b>						
<b>4060</b>						
40-60-84	634	Forsgren Associates, Inc.	16794	Lower Well Improvements	02/25/2023	2,197.73
40-60-85	634	Forsgren Associates, Inc.	16792	400 S Sidewalk - North Side	02/25/2023	1,140.00
40-60-88	776	Environmental Health Services, In	8144	Abatement Contract Phase I	03/20/2023	8,500.00
40-60-89	380	Rocky Mountain Power	8167896	Stewart Hill Park Power Service	03/13/2023	1,235.41
Total 4060:						13,073.14
<b>Roads</b>						
<b>1060</b>						
10-60-50	133	Thomas Petroleum. LLC	M026106	Roads Gas, Oil, Vehicle Repair	03/13/2023	16.92
10-60-50	366	Zions Bank	202303	Maverick - Gas 79.65	03/08/2023	27.08
10-60-50	366	Zions Bank	202303	Cheveron - Gas 79.50	03/08/2023	26.24
10-60-50	366	Zions Bank	202303	Cheveron - Gas 97.30	03/08/2023	32.11
10-60-60	380	Rocky Mountain Power	202303	Item 15	03/03/2023	287.56
10-60-60	380	Rocky Mountain Power	202303	Item 2	03/03/2023	287.56
10-60-60	380	Rocky Mountain Power	202303	Item 5	03/03/2023	287.56
10-60-60	380	Rocky Mountain Power	202303	Item 9	03/03/2023	71.89
10-60-60	380	Rocky Mountain Power	202303	Item 16	03/03/2023	7.99
10-60-75	246	Dominion Energy	6900830000-2	6900830000 Roads Gas	03/14/2023	190.86
10-60-80	113	Ferguson Enterprises, Inc.	0400112	Sump Pump	03/09/2023	69.55
Total 1060:						1,305.32



GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Parks &amp; Recreation</b>						
<b>1070</b>						
10-70-75	246	Dominion Energy	1550009873-2	Account 1550009873 10-70-75	03/15/2023	7.09
10-70-75	246	Dominion Energy	6900830000-2	6900830000 Parks Gas	03/14/2023	190.85
10-70-77	380	Rocky Mountain Power	202303	Item 10	03/03/2023	287.56
10-70-77	380	Rocky Mountain Power	202303	Item 11	03/03/2023	287.56
10-70-77	380	Rocky Mountain Power	202303	Item 13	03/03/2023	287.56
10-70-77	380	Rocky Mountain Power	202303	Item 9	03/03/2023	71.89
10-70-77	380	Rocky Mountain Power	202303	Item 16	03/03/2023	7.99
10-70-80	133	Thomas Petroleum. LLC	M026106	Parks Gas, Oil, Vehicle Repair	03/13/2023	16.93
Total 1070:						1,157.43
<b>School Building Expenses</b>						
<b>1075</b>						
10-75-77	380	Rocky Mountain Power	202303	Item 17	03/03/2023	287.56
10-75-77	380	Rocky Mountain Power	202303	Item 18	03/03/2023	287.56
10-75-77	380	Rocky Mountain Power	202303	Item 16	03/03/2023	8.02
10-75-77	380	Rocky Mountain Power	202303	Item 16	03/03/2023	8.02
10-75-80	366	Zions Bank	202303	Amazon - Old School Cleaning Su	03/08/2023	84.39
Total 1075:						675.55
Grand Totals:						30,882.61

Mayor: \_\_\_\_\_

Second Signayure : \_\_\_\_\_

Dated: \_\_\_\_\_

**Report Criteria:**

Invoices with totals above \$0 included.

Only paid Invoices included.

[Report].Date Paid = 03/21/2023

# 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:

Clayten Nelson  
 520 South 500 East  
 River Heights, Utah 84321  
 435-213-6948

Vendor: IPACO Inc.  
555 N 1000 W  
Logan, Utah 84321

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.

Vendor Contact, Phone, Email: \_\_\_\_\_

Requesting Council Member: \_\_\_\_\_

Item	Quantity	GL #	Description	Unit Price	Total
			ISK 2200 x 52 FERRIS MOWER	\$13,859 gov discount \$2060	\$ 11,799
**Vendor Please include P.O. # on all invoices**				Subtotal	\$ 11,799
River Heights City Corporation Tax I.D. No. 87-028929-7				Shipping/Other	
				TOTAL	\$ 11,799

\_\_\_\_\_  
 Mayor Signature/Council Mtg. Approval

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Treasurer Processed Signature

\_\_\_\_\_  
 Date

Estimate

Page: 1  
Estimate: XX 54765  
Date: 03.14.23  
Customer: RIVEC1  
Salesperson: 2  
Time: 3:01 PM

Bill To

Ship-To

RIVER HEIGHTS CITY CORP.  
520 S 500 E  
RIVER HEIGHTS, UT 84321

RIVER HEIGHTS CITY CORP.  
520 S 500 E  
RIVER HEIGHTS, UT 84321

435-752-2646

435-752-2646

PO: ISX2200 X 52

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Payment Amount: 0.00  
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Item Number	:Ordered	:Unit Price	:Net Extension
FM 5901924W ISX2200ZBVE2852SS	1.00	13859.00	13859.00
GOVERNMENT BID DISC.	1.00-	2060.00	2060.00-

-----  
Subtotal : 11799.00  
Discount : 0.00  
Sales Tax : 0.00  
Freight : 0.00  
Order Total : 11799.00

IPACO Inc.  
555 North 1000 West  
Logan, Utah  
84321  
<http://www.ipaco.biz>  
(435) 753-1942

**PURCHASE ORDER**

<b>River Heights City Corporation</b> 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>Total Tree Care</u> <u>523 E 400 S</u> <u>River Heights, UT 84321</u> _____ Vendor Contact, Phone, Email: <u>David Thunell, 435-752-1884, office@totaltreecareutah.com</u>			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: <u>Tyson Glover</u>		
<b>Item</b>	<b>Quantity</b>	<b>GL #</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
400 S Trees	1	40-60-86	See attached estimate from Total Tree Care	\$ 2,045.60	\$ 2,045.60
				<b>Subtotal</b>	\$ 2,045.60
				<b>Shipping/Other</b>	
				<b>TOTAL</b>	\$ 2,045.60
				**Vendor Please include P.O. # on all invoices** River Heights City Corporation Tax I.D. No. 87-028929-7	
<b>Mayor Signature/Council Mtg. Approval</b>			<b>Date</b>		
<b>Treasurer Processed Signature</b>			<b>Date</b>		



**TOTAL  
TREE CARE**

529 East 400 South | Logan, UT 84321  
435-752-1884 | office@totaltreecareutah.com |  
www.totaltreecareutah.com

**RECIPIENT:**

**River Heights City**

520 South 500 East  
River Heights, UT 84321

**SERVICE ADDRESS:**

523 East 400 South  
River Heights, Utah 84321

**Estimate #4025**

Sent on 03/21/2023  
Sales Associate David Thunell, ISA Board Certified Master Arborist UT-4517BT  
Property Name Steve and Jami Thunell  
Hazards: None observed.  
Brush Cleanup: Fine cleanup - all debris removed, turf raked, and hardscapes blown off  
Trunk Wood: All trunk wood removed

**Total \$2,045.60**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Removal	Remove four** choke cherries on the southern edge of the property of 523 E 400 S to facilitate the installation of a sidewalk and grade changes in the berm. Tree/shrub will be removed to a low stump, as low to the ground as is possible with a chainsaw. Stump grinding may be added as an additional service if desired.	4	\$335.00	\$1,340.00*
Stump Grinding - Leave Stump Chips	Grind the stumps of four choke cherries on the southern edge of the property of 523 E 400 S to facilitate the installation of a sidewalk and grade changes in the berm. Stumps measure 13.5", 11", 11", and 20" in diameter. Grind stump and exposed surface roots within three feet of stump to a depth of 12" and leave all stump chips generated.	4	\$126.00	\$504.00
Stump Chip Removal	Remove stump chips above ground generated from grinding four choke cherry stumps.	4	\$50.40	\$201.60



**TOTAL  
TREE CARE**

529 East 400 South | Logan, UT 84321  
435-752-1884 | office@totaltreecareutah.com |  
www.totaltreecareutah.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
				Not included
Planting	<p>Plant four trees to replace the Canada red choke cherries being removed at 523 E 400 S, cost itemized as follows:</p> <ul style="list-style-type: none"> <li>- Acquire four 2" caliper trees sourced from a local nursery (similar to species being removed): \$317 each, \$1,268 total</li> <li>- Planting fee: \$100/tree, \$400 total</li> <li>- Delivery fee: \$50</li> </ul> <p>All trees planted in accordance with ANSI A300 (Part 6)-2012 Planting and Transplanting (R2018) standards</p>	1	\$1,718.00	\$1,718.00*
				Not included
Removal	<p>Remove the Norway maple at the SW corner of the property of 529 E 400 S to facilitate the installation of a sidewalk and retaining wall. Tree/shrub will be removed to a low stump, as low to the ground as is possible with a chainsaw. Stump grinding may be added as an additional service if desired.</p>	1	\$465.00	\$465.00*
				Not included
Stump Grinding - Leave Stump Chips	<p>Grind the 32.5" maple stump at the SW corner of the property of 529 E 400 S to facilitate the installation of a sidewalk and retaining wall. Grind stump and exposed surface roots within three feet of stump to a depth of 12" and leave all stump chips generated.</p>	1	\$292.50	\$292.50
				Not included
Stump Chip Removal	<p>Remove stump chips above ground generated from grinding the maple stump.</p>	1	\$117.00	\$117.00
				Not included
Planting	<p>Plant one tree to replace the Norway maple being removed at 529 E 400 S, cost itemized as follows:</p> <ul style="list-style-type: none"> <li>- Acquire one 2" caliper tree sourced from a local nursery (similar to species being removed): \$317</li> <li>- Planting fee: \$100</li> <li>- Delivery fee: n/a (included in the delivery of four other replacement trees)</li> </ul> <p>All trees planted in accordance with ANSI A300 (Part 6)-2012 Planting and Transplanting (R2018) standards</p>	1	\$417.00	\$417.00*



# TOTAL TREE CARE

529 East 400 South | Logan, UT 84321  
435-752-1884 | office@totaltreecareutah.com |  
www.totaltreecareutah.com

**Total** **\$2,045.60**

\* Non-taxable

\*\*It is possible that grade changes in the berm as specified at 523 E 400 S will drastically alter the rooting area for trees other than the four designated for removal, which will impact the health and vigor of the trees and could necessitate removal. The removal of additional choke cherries may be added to this quote at the stated unit price.

Prior to engaging in any stump grinding or tree planting operations (if applicable), Total Tree Care will submit a Bluestakes locate request, and no such operations will be conducted without an active Bluestakes dig ticket. Total Tree Care is not responsible for damage to unmarked underground utilities or sprinklers when stump grinding, removing trees, or performing any other tree care operations.

Terms: Payment due upon the completion of work. Past due accounts will go to collections after 120 days. If balance is not paid in full by the due date, I agree to pay collection costs, reasonable attorney's fees, court costs, interest at 18% per year, and any other expense incurred in collecting the unpaid balance of my account. I also agree to pay any dump/landfill fees for all wood exceeding 36" in diameter (if applicable). This quote is valid for the next 30 days, after which values may be subject to change.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between CITY OF RIVER HEIGHTS ("OWNER") and  
DWA CONSTRUCTION, INC. ("CONTRACTOR").

OWNER and CONTRACTOR hereby agree as follows:

## ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Work to be performed generally includes demolition of the existing facilities; site excavation grading and preparation; construction of the Well Control Building; raise wellhead; appurtenant pipes, valves, equipment, pipeline connection to 400 East; electrical systems and components, telemetry; pump-to-waste assembly; electrical transformer concrete pad; safety handrail; site grading and surface improvements, and all related and respective work to complete the Project as to form and function.*

## ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*See Article 1 - Work*

## ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Forsgren Associates, Inc. (ENGINEER), which is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work **will be substantially completed within 120 days** after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **150 days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the



General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$250 (Two Hundred Fifty Dollars)** for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$500.00 (Five Hundred Dollars)** for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

For all Work, a lump sum of: **Six Hundred Thirty-Four Thousand Nine Hundred and No/100 Dollars (\$ 634,900.00 )**.

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. **95** percent of Work completed (with the balance being retainage); and
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to **97.5** percent of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 *Final Payment*

- A. Upon **final completion and acceptance** of the Work in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

**ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate 8 percent per annum.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
  - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has carefully studied reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions.
  - E. CONTRACTOR has considered the information known to CONTRACTOR; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) CONTRACTOR’s safety precautions and programs.
  - F. Based on the information and observations referred to in Paragraph 8.01.E above, CONTRACTOR does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 6, inclusive).
  2. Performance bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  3. Payment bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  4. General Conditions (pages 1 to 71, inclusive).
  5. Supplementary Conditions (pages 1 to 11, inclusive).
  6. Specifications as listed in the table of contents of the Project Manual.
  7. Drawings consisting of 21 sheets with each sheet bearing the following general title:  
LOWER WELL IMPROVEMENT PROJECT
  8. Addenda (numbers 1 to 1, inclusive).
  9. Exhibits to this Agreement (enumerated as follows):
    - a. CONTRACTOR's Bid Proposal.
  10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed (pages 1 to 1, inclusive).
    - b. Work Change Directives.
    - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but

without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *CONTRACTOR's Certifications*

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

In employing workmen in the construction of public works by the state or any county or municipality, or by persons contracting with the state or any county or municipality, preference shall be given citizens of the United States, or those having declared their intention of becoming citizens. In each contract for the construction of public works a provision shall be inserted to the effect that, if the provisions of this section are not complied with, the contract shall be void.

*IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. Counterparts have been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or have been identified by OWNER and CONTRACTOR or on their behalf.*

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

**CITY OF RIVER HEIGHTS**

By: **JASON THOMPSON**

Title: **MAYOR**

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

**CITY OF RIVER HEIGHTS**

**520 SOUTH 500 EAST**

**RIVER HEIGHTS, UTAH 84321**

*(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

**CONTRACTOR**

**DWA CONSTRUCTION, INC.**

By: **WAYNE ANDERSON**

Title: **OWNER-PRESIDENT**

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

**DWA CONSTRUCTION, INC.**

**76 WEST 2400 NORTH**

**NORTH LOGAN, UTAH 84341**

License No.: \_\_\_\_\_

*(Where applicable)*

Agent for service of process:

\_\_\_\_\_

Ordinance 1-2023

AN ORDINANCE TO ADOPT CHANGES TO THE  
CITY CODE OF RIVER HEIGHTS, UTAH

Whereas it was determined that changes needed to be made to the River Heights City Code and,

Whereas the River Heights City Planning Commission held a duly noticed public hearing on Tuesday, March 14, 2023.

Be it ordained by the River Heights City Council that the following changes are made to the River Heights City Code:

**5-2-1: DEFINITIONS**

**KENNEL:** Land or buildings used in the keeping of three (3) but no more than four (4) dogs over four (4) months old. Yard or space for the confinement and control of animals to be completely fenced in.

**5-2-12: VIOLATION (Animal Control)**

Any person violating the provisions of this Chapter shall be guilty of a Class "C" Misdemeanor, an infraction, unless the specific violation has another classification. Each day such violation is committed, or permitted to continue, shall constitute a separate offense and shall be punishable as such.

**10-2-1: DEFINITIONS**

**AFFECTED ENTITY:** Cache County, Logan City, Providence City, Cache County School District, Cache County Sheriff, ProLog Irrigation, public utility companies (gas, electricity, water and sewer), property owners, property owners associations, and any other special district defined in state code.

**10-2-1: DEFINITIONS**

**KENNEL:** Land or buildings used in the keeping of three (3) ~~or~~ but no more than four (4) dogs over four (4) months old. Yard or space for the confinement and control of animals to be completely fenced in.

**COMMERCIAL VEHICLE:** A motor vehicle constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other than a motor vehicle for the conveyance of passengers, and includes any motor vehicle that is designed primarily for the carriage of person, but which has been fitted or adopted for the conveyance of goods, merchandise or materials referred to, and is in fact used for that purpose. A vehicle that has a gross vehicle weight rating (GVWR) or gross combination weight rating of 10,000 lbs. or more, whichever is greater. It must be registered by the Department of Transportation.

**10-12-3:A. FENCE AND WALL REGULATIONS WITHIN SETBACKS/Residential Maximum Height**

**4. Side Yard and Rear Yard on a Street**

- a. If a fence is installed on the property line, a four (4) foot solid fence is permitted. If a greater than four (4) foot fence is desired, the entire fence must be 70% transparent and may not be taller than six (6) feet.
- b. In areas where the conditions listed below are present if the fence setback distance from the paved asphalt road surface is fourteen and a half (14.5) feet or greater, an up to six (6) foot solid fence is allowed. Measure the actual condition(s) present and use the following formulas to determine the fence set back from the edge of the asphalt road pavement if pavement exists, and if pavement does not exist, then from the edge of the unpaved roadway. Use a value of zero (0.0) if a condition does exist.

Required Fence Setback (RSB)	Standard River Heights Widths	Feet
Sidewalk (S)	Sidewalk	4.0
Curb (C)	Curb	2.0
Curb/Gutter (CG)	Curb/Gutter	2.5
Park Strip (P)	Park Strip	4.0
Present Required Set Back (SB)	Present Required Set Back	14.5
	Property line from sidewalk	1.0
	Roller curb	2.00

.5

If there is a curb/gutter present:  $RSB = SB - S - CG - P$

If there is curb only use:  $RSB = SB - S - C - P$

Examples:

- (1) If only sidewalk is present:  $RSB = 14.5 - 0.0 - 2.5 - 4.0 = 8.0$  ft from edge of paved asphalt. (using standard widths)
- (2) If only curb/gutter and sidewalk:  $RSB = 14.5 - 0.0 - 0.0 - 4.0 = 10.5$  ft from edge of paved asphalt. (using standard widths)

- c. Minimum distance allowed: A six foot (6) solid fence is allowed if it is eight feet (8) from the edge of the paved asphalt road or four feet (4) from the existing sidewalk or property line whichever is greater.

**10-12-3 FENCE AND WALL REGULATIONS WITHIN SETBACKS**

for a radius of four<sup>(4)</sup> feet

D. Fire hydrants shall not have access blocked by fences or walls. Front access shall be totally open and unrestricted.

E. On a drainage or irrigation easement, an owner may fence their property, but the water flow cannot be interrupted and must allow full access to the holder of the easement for the purpose of the easement. This may require gates to access the property with both foot traffic and equipment required to maintain the ditch or pipe. It is the responsibility of the property owner to contact those who own the easements to get approval of the fence, gate, etc.

Move current D & E down to F & G.

**10-13-15: CLEAR VIEW OF INTERSECTING STREETS AND DRIVEWAYS**

**A. Intersecting Streets**

1. Obstruction of vision on corner lots within forty feet (40') of edge of pavement of intersection shall not be permitted from three feet (3') to ten feet (10') above finished grade. Trunks of trees, light or telephone poles or other small vertical protrusions not more than twelve inches (12") in diameter shall be permitted. (Ord., 1-22-2002) (6-2016, 9-27-16)
2. If tree trunks become more than twelve inches (12") inches in diameter at a mature size and are located within the forty feet (40') triangle, they must be spaced more than eight feet (8') apart.

**B. Intersecting Street and Driveway**

1. When the rear yard of a corner lot is adjacent to the front yard of a neighboring lot obstruction of vision within twenty-five feet (25') of edge of driveway and asphalt pavement of intersection of the rear yard fence with the street shall not be permitted from three feet (3') to ten feet (10') above finished grade. Trunks of trees, light or telephone poles or other small vertical protrusions not more than twelve inches (12") in diameter shall be permitted.
2. If tree trunks become more than twelve inches (12") inches in diameter at a mature size and are located within the twenty five feet (25') triangle, they must be spaced more than eight feet (8') apart.

**C. Shrubbery**

Ornamental grasses, flowers, and shrubs are permitted if they are spaced six feet (6') apart and are not higher than three feet (3') above street or sidewalk grade. Above ground transformers are allowed if they are less than forty inches (40") above street or sidewalk grade. All plantings and obstructions shall maintain an overall clear visibility of 70% or greater. (3-2020, 5-19-20) 10-13-16:

**10-15-7 LANDSCAPING**

E. Maintenance of Trees Near Sidewalks and Streets: Pruning trees is required so that any overhang is at least seven (7) feet above the elevation of the adjoining sidewalk or and 10' fourteen feet (14') above street to keep a clear view and not interfere with service vehicles. (2-2019, 5-28-19)

**10-16-1 SIGNS REGULATED**

C. Screening Requirements: All signs shall display thereon only information pertaining to products to services sold on the premises. Community events or public information may be displayed on a temporary basis. ~~No more than thirty percent (30%) of the sign area or message shall be used for this purpose.~~



**10-20-2:        CONDITIONAL USE PERMITS**

D.        Issuance of Approved Conditional Use Permit: Upon approval of the application for a conditional use permit, the zoning administrator shall prepare the permit, a written decision with findings supporting the issuance of the permit, and the conditions of the permit, if any. The permit shall be signed by the applicant and notarized ~~and must be recorded against the property and tax identification number with the county recorder.~~

Adopted this 21<sup>st</sup> day of March 2023 and effective upon publication.

\_\_\_\_\_  
Jason Thompson, Mayor

ATTEST

\_\_\_\_\_  
Sheila Lind, Recorder

6 FOOT MAX FENCE HEIGHT -  
70% TRANSPARENT

