

# River Heights City

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## COUNCIL MEETING AGENDA Tuesday, May 16, 2023

Notice is hereby given that the River Heights City Council will hold their 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 (~~Mathews~~)

Adoption of Previous Minutes and Agenda

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

Public Comment

Discuss City's Cooperative Agreement Between the Utah Division of Forestry, Fire, and State Lands and the City of River Heights

~~General Plan Review: 4. Infrastructure and City Utilities (Mathews)~~

General Plan Review: 4.4 Easements (Glover)

Continued Discussion on Capital Projects for FY 2024

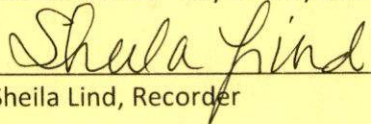
Rank Capital Projects

Adjourn

To join the Zoom meeting:

<https://us02web.zoom.us/j/85923438299>

Posted this 13<sup>th</sup> day of May 2023

  
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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

May 16, 2023

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7 Present: Mayor Jason Thompson  
8 Council members: Sharlie Gallup  
9 Tyson Glover, electronic  
10 Chris Milbank, electronic  
11 Blake Wright  
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13 Recorder Sheila Lind  
14 Public Works Director Clayton Nelson  
15 Treasurer Michelle Jensen  
16  
17 Excused: Councilmember Janet Mathews  
18  
19 Others Present: Noel Cooley, Cindy Schaub, Jacob Cameron (electronic), DJ  
20 Jones, Jason Sipes, Steve Thunell  
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23 The following motions were made during the meeting:  
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### 25 Motion #1

26 Councilmember Wright moved to “adopt the minutes of the council meeting of May 2, 2023 with  
27 the change Councilmember Glover suggested, and the evening’s agenda.” Councilmember Gallup  
28 seconded the motion, which passed with Gallup, Glover, Milbank, and Wright in favor. No one opposed.  
29 Mathews was absent.  
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### 31 Motion #2

32 Councilmember Milbank moved to “pay the bills as listed with changes discussed.”  
33 Councilmember Wright seconded the motion, which passed with Gallup, Glover, Milbank, and Wright in  
34 favor. No one opposed. Mathews was absent.  
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### 37 Proceedings of the Meeting:

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39 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the  
40 River Heights City Building on Tuesday, May 16, 2023, for their regular council meeting.

41 Pledge of Allegiance and Opening Thought: Mayor Thompson offered a prayer.

42 Adoption of Previous Minutes and Agenda: Minutes for the May 2, 2023, meeting were reviewed  
43 with one change.

44 Councilmember Wright moved to “adopt the minutes of the council meeting of May 2, 2023  
with the change Councilmember Glover suggested, and the evening’s agenda.” Councilmember Gallup

46 **seconded the motion, which passed with Gallup, Glover, Milbank, and Wright in favor. No one**  
47 **opposed. Mathews was absent.**

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

49 Mayor Thompson

- 50 • He thought the 400 South sidewalk project was completed. However, he received a letter from  
51 Engineer Rasmussen about ADA slope issues, and suggested the city pay the contractor 50%. The  
52 mayor said when the bid was received, there was a considerable amount of snow on the ground  
53 which made a detailed bid difficult. He discussed the bid for sprinklers, sod removal and  
54 replacement. Steve Thunell had sent a letter of concern to the mayor. The mayor assured that  
55 the issues would be worked out between public works, the engineers and the contractor.
- 56 • Stewart Hill Park: The bill for final payout had been received. However, there is still the issue of  
57 needing Rocky Mountain Power (RMP) to connect the lights. Once the contract is accepted by  
58 RMP and the city, the city will issue payment. The city attorney had issues with parts of the RMP  
59 contract, which will be sent back to them for their approval. Councilmember Milbank was  
60 interested in what the attorney's issues were. The mayor will let him know when he finds out.
- 61 • Cache County Executive David Zook issued a proclamation declaring an emergency in Cache  
62 County due to flooding. In some areas of the county there has been damage to homes and  
63 properties. River Heights seems to be doing well.
- 64 • He discussed Dan Hogan's punch list items on Saddlerock Subdivision. Now that winter is over, he  
65 wants to make sure the items get finished as soon as possible. He asked PWD Nelson to keep  
66 track of all invoices, his time spent, and contracted out. He wanted this to be a priority. Mr.  
67 Nelson said he had ordered the materials they think are needed to complete the projects. Golden  
68 Spike is set up to finish the lights.

69 Recorder Lind and Councilmember Wright didn't have anything to report.

70 Councilmember Gallup

- 71 • The ambassadors will be in a parade this weekend.
- 72 • In looking at the bills list, she said she would be glad to pay for one tree out of the Community  
73 Affairs budget (the most expensive one), but not the other. Treasurer Jensen took note of it.

74 Councilmember Glover

- 75 • He had received a request from Kristen Scott for speed limit signs on 400 South and enforcement.
- 76 • He asked PWD Nelson to look at an overhanging tree on the new sidewalk at 459 E 400.
- 77 • He discussed the preparations for the upcoming 700 South 100 East traffic signal. Logan City has  
78 been working with River Heights' attorney. The mayor was working with Dixie Wilson since their  
79 property would be affected. Once she gets the go-ahead from her attorney on the contract, she  
80 will let the city know.
- 81 • He announced he had received deployment orders and would leave in October for 10 months.

82 Councilmember Milbank

- 83 • South Cache Soccer was now willing to donate the soccer goals if the city would grant them some  
84 assurance they would not be asked to leave unless they were abusing the fields. He asked if  
85 anyone had reason to think the city might want to discontinue allowing the league use of the  
86 fields. Mr. Milbank reported there was an existing interlocal agreement between River Heights  
87 City and South Cache Soccer League that outlines use of the fields and commitments for each  
88 party. He thought it was likely enough to assure a commitment for continued use.
- 89 • ProLog submitted an invoice for partial reimbursement on the 800 South ditch clean out.

- Guy Keller asked him if he could get a key to the Old School so he could participate in countywide checks with the ham radio, which was inside the school. Councilmember Gallup said she had made this request to the mayor, who has talked to PWD Nelson. Mr. Nelson didn't feel it would be a good idea since they didn't have a key that only fit the school. Mayor Thompson wants Mr. Keller to have the key tomorrow. Mr. Nelson said Councilmember Gallup had the only extra key. But Ms. Gallup's regular key won't unlock the school, so she uses both. They will work it out.
- The county awarded River Heights the full amount requested in RAPZ funds of \$150,000 for Stewart Hill Park. The council thanked him for his efforts.

Public Works Director Nelson

- The contractor was ready to go to work on the wellhouse. They were just waiting to receive the environmental report.
- The recent strong wind blew over the west school flashing lights. He was hoping to install a new light rather than fix the old one that broke in the wind. The council agreed.

Treasurer Jensen

- She presented and answered questions regarding the list of bills to be paid.
- Mayor Thompson discussed the skidsteer lease-to-own from Ellis Equipment. Rod Ellis sold the company to another relative who didn't want to honor the lease. The city had never received a copy of the contract when they got the skidsteer. However, a document had been found in the city office which indicated the plan was to lease to own it. The mayor said Ellis Equipment had now agreed to honor Rod Ellis' commitment. However, they want the remaining full payment of \$19,000 now, rather than yearly installments of \$5,000. It will be split between the sewer and water budgets. Treasurer Jensen said she will code it to come out of next year's budget since it wasn't in this year's budget. The mayor will not release the check until he has a letter from Ellis Equipment that they will release the title. He will have the city attorney work on it.
- Councilmember Glover asked PWD Nelson if the sidewalk concrete cutting had been finished. Mr. Nelson affirmed it had.
- Councilmember Wright noted on the list of bills that the check for the 400 South sidewalk project should go to Forefront Construction, not Forsgren Engineers. Also, the check for the park should go to Cache Valley Excavation. Forsgren submitted the invoices on behalf of the contractors.
- Councilmember Milbank asked how TextMyGov was doing. Discussion was held on the number of citizens who signed up. Recorder Lind didn't know for sure but would look it up and get back to them.
- Ms. Jensen reviewed the changes she will make to the list of bills: She will void the two checks to Forsgren and cut a new check to Forefront in the amount of \$34,476.01, and another one to Cache Valley Excavation for \$17,418.19. She will also move the lowest cost tree billed by Zollingers, from Community Affairs to Parks.

**Councilmember Milbank moved to "pay the bills as listed with changes discussed."**

**Councilmember Wright seconded the motion, which passed with Gallup, Glover, Milbank, and Wright in favor. No one opposed. Mathews was absent.**

Public Comment: Cindy Schaub thanked the council for the 400 South sidewalk. She had seen it being used. She commented on the new park, the current rocks in the centers of the parking areas are large and sharp. She is concerned that kids riding their bikes might fall into the rocks and get cut. She suggested replacing them with grass or riverwalk rock.

Councilmember Milbank, commenting as a citizen, thanked Councilmember Glover for getting the \$40,000 grant for the transportation plan. He urged the council to wait until the transportation study and

135 data were complete before updating the transportation map. He thought it would be premature to  
136 change the map before the engineer's study was complete. Mr. Milbank commented it would be like  
137 "ready, fire and aim." Drawing projected roads through private property has a negative impact on values.

138 DJ Jones, of Forefront Contractors, informed the council that they were the ones working on the  
139 400 S sidewalk. He specified how they were going to make the fixes brought up by Engineer Rasmussen.  
140 He noted how much they enjoyed working with River Heights and especially with PWD Nelson. Mayor  
141 Thompson mentioned the emotions that always come up with these types of projects. He appreciated  
142 the affected citizens because they all wanted something different, but they are going to make do with  
143 what has been done.

144 Discuss City's Cooperative Agreement Between the Utah Division of Forestry, Fire, and State Lands  
145 and the City of River Heights: Mayor Thompson said they are seeking to renew a cooperative agreement,  
146 which was basically the same as the original agreement made in 2017. He went over the changes. The  
147 cost was about \$70/year. Basically, the agreement helps the city to stay uniform with the most recent  
148 regulations on fire risk and agrees to be good stewards. He wanted the council to see it before he signed  
149 it.

150 General Plan Review: 4. Infrastructure and City Utilities (Mathews): Postponed in the absence of  
151 Councilmember Mathews.

152 General Plan Review: 4.4 Easements (Glover): Councilmember Glover explained a change he  
153 made to the stormwater section (4.3) by altering strategy #5 and adding #6, which stated, "The  
154 ordinances should be adopted or modified to promote or mandate a LID principles and green  
155 infrastructure for all development and redevelopment projects within the city." He asked PWD Nelson to  
156 make sure this was in line with the city's MS3 permit. He discussed more of the stormwater section and  
157 will also review it with Engineer Rasmussen.

158 Councilmember Glover went on to discuss 4.4 Easements. He felt most of it was good but added  
159 that the city would eventually replace streetlights which don't conform to the city's outdoor lighting code.  
160 He mentioned one on 1000 East and Windsor Drive that lights up a large area. PWD Nelson said once the  
161 Saddlerock lights are working, the Windsor one will be removed. Councilmember Wright said he and  
162 Commissioner Cooley had been trying to get someone to help them update the outdoor lighting code.  
163 Those they had asked hadn't worked out. He felt it should be done sooner than later.

164 Councilmember Glover explained that when someone in a subdivision wants to do a boundary line  
165 adjustment, they should take what they've done and adjust the final subdivision plat. If a utility company  
166 recognizes the final plat easements, but adjustments hadn't been made then they wouldn't know about  
167 it. The city may want to have a requirement in the city code to make sure they get the final plat updated  
168 to show where the new easements are.

169 Continued Discussion on Capital Projects for FY 2024: Mayor Thompson discussed the tally of the  
170 council's ranking. He recommended splitting the pavilion project into two separate years: demolition and  
171 rebuild. They estimated a capital projects budget of \$750,000. If the pavilion was removed, then all the  
172 other projects could be covered. He discussed the new truck with plow and repairs, which he felt was a  
173 high priority to get through the next winter. He felt projects that had been started were priority over  
174 projects that hadn't been started. Discussion was held on when the pavilion would be demolished and  
175 rebuilt. Some felt the fireplace could be installed after the pavilion.

176 Councilmember Milbank said Janice Skousen would like to start collecting funds for trees in  
177 Stewart Hill Park. She wanted to set it up so families could purchase trees through the city. Treasurer  
178 Jensen asked if they had a target amount in mind since it would help her determine how to set up the  
179 account. She was informed that they had no idea at this point. Councilmember Gallup noted lots of trees

180 would look good for Tree City USA. Councilmember Wright explained the trees would go in on Phase 3  
and suggested they get started on the fundraising right away.

182 The mayor asked the council members if they had any issues with him splitting the pavilion into  
183 two phases as well as the new truck and plow in one year and the truck repairs plus a new plow for the  
184 old truck into two years. They agreed.

185 PWD Nelson said the school ramp would be significantly more than \$12,000. The last bid he got  
186 was \$34,000. The difference was making it ADA compliant. The mayor bumped it up to \$25,000, hoping  
187 to find a bid for less.

188 Discussion was had on purchasing a 4-wheeler for pushing snow on sidewalks versus contracting  
189 with someone to do the job. PWD Nelson explained that when they are pushing snow, they don't have a  
190 lot of time to do sidewalks. Mayor Thompson dropped the 4-wheeler off and left the snowblower on the  
191 list in hopes of finding a contractor to clear the sidewalks.

192 Councilmember Gallup didn't want to demolish the pavilion until they had a plan and funding for  
193 the new one. The mayor fully supported this and would budget for design and demolition in phase one  
194 and rebuild in phase 2.

195 Councilmember Milbank talked about the Old School stair repair and ramp. He wondered about  
196 asking the school district to help fund it since they were housing their audiologist in the building. Or could  
197 they wait to see what the building ended up being used for? The mayor didn't want to ask the school  
198 district since they gave the building as-is and said the Boys and Girls Club said the ramp was a high  
199 priority. If the library ends up using it, a ramp would be needed. He felt a ramp would give the city  
200 flexibility and liability coverage over the next few years in case they end up renting it out for another use.  
201 He added there was a possibility that they could discuss it with the school district.

202 Councilmember Glover asked about the handrail on 400 East. The mayor said it's a big liability to  
203 the city even though it's on a county road. It is a benefit for River Heights citizens. If he pushed the  
204 county to fix it, they would likely want to negotiate with the city to take over the whole road, which he  
205 didn't believe the city could afford. The plan was to wait until after the well project was finished to see  
206 how it affected the sidewalk. Mr. Glover said the sidewalk really needed a curb and gutter. He asked if  
207 they thought the sidewalk would need to be replaced in five years. If so, they may not want to spend the  
208 money on a good railing. Mr. Glover also noted that the city's Class C Road funds would help offset the  
209 cost of an additional road. The mayor said he would be interested in seeing how that balanced out. PWD  
210 Nelson said the new handrail would be placed in a separate 1-foot concrete section on the west side of  
211 the sidewalk. It would be a wrought iron fence to match others the city had and be 4 feet tall. Discussion  
212 was held on snow removal on the road. PWD Nelson said every time the county plows the road it will  
213 throw onto the sidewalk. He said it would be great to have a snow removal contractor who could keep up  
214 on it during a storm. He said it's always tough when there is not a planting strip, and the sidewalk is right  
215 next to the road.

216 Councilmember Gallup asked when they would get a bid for razing the Old Church. The mayor  
217 said he was ready to get one right away.

218 Treasurer Jensen asked them to encourage contractors to get their invoices in right away so she  
219 can better tell them how the funds come out.

220 Councilmember Glover asked PWD Nelson what position the city would be in with only one plow  
221 truck. Mr. Nelson said if it snows like this year, it won't be good. He explained the hardship they would  
222 be in if they had a problem with the one truck and didn't have a spare. The mayor suggested they could  
223 lower the thresholds of the water and sewer funds to afford another truck. He said they could also hire a  
company to help when needed, even though this wouldn't be ideal.

225 Councilmember Glover asked about a COG funding spot application for 600 South. The mayor said  
226 he would take care of the application. They discussed the match and wondered if they should have some  
227 money set aside. The mayor said he would find out the match and let the council know. Councilmember  
228 Wright didn't see the 600 South Road project happening in the next year.

229 The mayor said he would work through the capital projects numbers and get an updated list sent  
230 out.

231 Rank Capital Projects: Covered in previous discussion.

232 The meeting adjourned at 8:35 p.m.

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Sheila Lind, Recorder



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Jason Thompson, Mayor

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 5140:						11,892.96
<b>Administration</b>						
<b>1041</b>						
10-41-16	10	Nationwide	92212490- 202	Sheila Lind Life Insurance FY23-2	05/03/2023	66.66
10-41-16	558	Opticare of Utah	180212	Vision Monthly Premium May 202	05/01/2023	10.30
10-41-41	634	Forsgren Associates, Inc.	17027	Geneal Consulting Services	04/25/2023	292.50
10-41-43	85	Daines and Jenkins, LLP	9148	City Legal Business	04/13/2023	1,809.00
10-41-43	85	Daines and Jenkins, LLP	9149	Legal Fees - Probation Review, C	04/13/2023	418.50
10-41-55	338	Utah Local Governments Trust	117714	Admin	05/12/2023	8.90
10-41-70	366	Zions Bank	202305	Jimmy Johns - Budget Workshop	05/08/2023	112.29
10-41-70	1082	Jensen, Michelle	202305_1	UAPT Conf	05/15/2023	1,125.32
Total 1041:						3,843.47
<b>Office Expenses</b>						
<b>1044</b>						
10-44-10	366	Zions Bank	202305	Amazon Printer Toner Treasurer	05/08/2023	72.64
10-44-10	633	Freedom Mailing Services	45250	Utility Bill Processing	05/02/2023	65.20
10-44-35	66	Caselle	124456	Monthly Support Charges	05/01/2023	94.69
10-44-45	364	Xerox Corporation	018876189	Copies 3-30-23 04-30-23	05/04/2023	122.24
10-44-45	844	Wasatch Document Solutions, Inc.	51117	Copies April 2023	05/09/2023	48.85
10-44-55	633	Freedom Mailing Services	45250	Utility Bill Processing	05/02/2023	65.18
10-44-65	366	Zions Bank	202305	Adobe - Michelle	05/08/2023	21.39
10-44-65	366	Zions Bank	202305	Adobe - Sheila	05/08/2023	21.39
10-44-65	366	Zions Bank	202305	Google	05/08/2023	96.00
10-44-65	1010	TextMyGov	501314	Text My Gov Software and Mgmt	05/01/2023	1,500.00
-75	246	Dominton Energy	104104991000	Account 1049100000	05/09/2023	62.72
-77	380	Rocky Mountain Power	202305	Item 19	05/04/2023	264.34
10-44-77	380	Rocky Mountain Power	202305	Item 12	05/04/2023	264.34
10-44-77	380	Rocky Mountain Power	202305	Item 20	05/04/2023	264.38
10-44-78	863	Verizon Wireless	202305	Split	04/23/2023	68.78
10-44-78	995	Ask AllTech LLC	1817	Admin Phones	05/15/2023	24.32
Total 1044:						3,056.46
<b>Community Affairs</b>						
<b>1048</b>						
10-48-21	367	Zollinger Fruit & Tree Farm	1490	Swift Silver White Fir - Douglas Fir	04/24/2023	1,018.00
Total 1048:						1,018.00
<b>Capital Projects</b>						
<b>5150</b>						
51-50-72	634	Forsgren Associates, Inc.	17024	500 EAST WATERLINE PLANS A	04/25/2023	141.57
Total 5150:						141.57
<b>Public Safety</b>						
<b>1054</b>						
10-54-25	366	Zions Bank	202305	Amazon - Binders	05/08/2023	276.00
10-54-25	488	Thurcon, Inc.	1635	Flood Sand	04/15/2023	540.00
10-54-75	380	Rocky Mountain Power	202305	Item 6	05/04/2023	264.34
10-54-75	380	Rocky Mountain Power	202305	Item 14	05/04/2023	264.34
10-54-75	380	Rocky Mountain Power	202305	Item 16	05/04/2023	37.75

*one tree will be moved to Parks & Rec.* →



## Report Criteria:

Invoices with totals above \$0 included.  
Only paid invoices included.  
[Report].Date Paid = 05/16/2023

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Sewer Department</b>						
<b>5240</b>						
52-40-16	10	Nationwide	92212490- 202	Sheila Lind Life Insurance FY23-2	05/03/2023	16.67
52-40-16	558	Opticare of Utah	180212	Vision Monthly Premium May 202	05/01/2023	5.30
52-40-20	66	Caselle	124456	Monthly Support Charges	05/01/2023	94.65
52-40-26	633	Freedom Mailing Services	45250	Utility Bill Processing	05/02/2023	65.18
52-40-35	104	Ellis Equipment	202307	Skid Steer Payoff	05/01/2023	9,500.00
52-40-50	133	Thomas Petroleum. LLC	0711504	Sewer Gas, Oil, Vehicle Repair	05/05/2023	20.92
52-40-50	133	Thomas Petroleum. LLC	0716753-IN	Sewer Gas, Oil, Vehicle Repair	05/11/2023	62.90
52-40-50	366	Zions Bank	202305	Cheveron - Gas 72.01	05/08/2023	24.00
52-40-50	366	Zions Bank	202305	Maverik - Gas 85.65	05/08/2023	28.55
52-40-50	366	Zions Bank	202305	Maverik - Gas 79.10	05/08/2023	26.37
52-40-55	338	Utah Local Governments Trust	117714	Sewer Ins. Liability & Other	05/12/2023	55.62
52-40-65	25	Badger Screen Printing Company	77738	Shop Split	05/11/2023	149.32
52-40-65	140	Industrial Tool	2305-105398	Battery, Saw, Impact Drill Kit, Char	05/04/2023	144.34
52-40-75	246	Dominion Energy	6900830000-2	Sewer Gas 6900830000	05/09/2023	77.58
52-40-77	380	Rocky Mountain Power	202305	Item 9	05/04/2023	66.09
52-40-77	380	Rocky Mountain Power	202305	Item 16	05/04/2023	37.75
52-40-78	863	Verizon Wireless	202305	Split	04/23/2023	68.79
52-40-78	995	Ask AITech LLC	1817	Sewer Phones	05/15/2023	24.32
Total 5240:						10,468.35

**Water Department**  
**5140**

51-40-16	10	Nationwide	92212490- 202	Sheila Lind Life Insurance FY23-2	05/03/2023	16.67
51-40-16	558	Opticare of Utah	180212	Vision Monthly Premium May 202	05/01/2023	10.07
51-40-20	66	Caselle	124456	Monthly Support Charges	05/01/2023	94.66
51-40-26	633	Freedom Mailing Services	45250	Utility Bill Processing	05/02/2023	65.18
51-40-35	104	Ellis Equipment	202307	Skid Steer Payoff	05/01/2023	9,500.00
51-40-50	133	Thomas Petroleum. LLC	0711504	Water Gas, Oil, Vehicle Repair	05/05/2023	20.92
51-40-50	133	Thomas Petroleum. LLC	0716753-IN	Water Gas, Oil, Vehicle Repair	05/11/2023	62.90
51-40-50	366	Zions Bank	202305	Cheveron - Gas 72.01	05/08/2023	24.01
51-40-50	366	Zions Bank	202305	Maverik - Gas 85.65	05/08/2023	28.55
51-40-50	366	Zions Bank	202305	Maverik - Gas 79.10	05/08/2023	26.37
51-40-51	188	Logan City	003789-20230	Account 003789-001 51-40-51	05/10/2023	157.25
51-40-55	338	Utah Local Governments Trust	117714	Water Ins. Liability & Other	05/12/2023	52.84
51-40-65	25	Badger Screen Printing Company	77738	Shop Split	05/11/2023	153.84
51-40-65	236	Peterson Plumbing	3026625	Water Materials & Supplies 51-40-	04/28/2023	202.36
51-40-65	328	USABlueBook	2112	Materials & Supplies	05/03/2023	77.94
51-40-66	140	Industrial Tool	2305-105398	Battery, Saw, Impact Drill Kit, Char	05/04/2023	144.35
51-40-75	246	Dominion Energy	0491650000-2	Account 0491650000 51-40-75	05/09/2023	7.09
51-40-75	246	Dominion Energy	6900830000-2	Water Gas 6900830000	05/09/2023	77.58
51-40-75	246	Dominion Energy	7191650000-2	Account 7191650000 51-40-75	05/09/2023	88.06
51-40-75	246	Dominion Energy	7953243487-2	Account 7953243487 51-40-75	05/09/2023	92.36
51-40-77	380	Rocky Mountain Power	202305	Item 1	05/04/2023	264.34
51-40-77	380	Rocky Mountain Power	202305	Item 7	05/04/2023	264.34
51-40-77	380	Rocky Mountain Power	202305	Item 8	05/04/2023	264.34
51-40-77	380	Rocky Mountain Power	202305	Item 9	05/04/2023	66.09
51-40-77	380	Rocky Mountain Power	202305	Item 16	05/04/2023	37.75
51-40-78	863	Verizon Wireless	202305	Split	04/23/2023	68.78
51-40-78	995	Ask AITech LLC	1817	Water Phones	05/15/2023	24.32

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 1054:						1,382.43
<b>Capital Projects</b>						
<b>4060</b>						
40-60-84	366	Zions Bank	202305	Dominion Energy - Lower Well	05/08/2023	304.95
40-60-84	634	Forsgren Associates, Inc.	17028	Lower Well Improvements	04/25/2023	2,696.25
40-60-85	634	Forsgren Associates, Inc.	17026	400 S Sidewalk - North Side	04/25/2023	3,276.25
40-60-85	634	Forsgren Associates, Inc.	PAYMENT #1 4	400 S Street Sidewalk Pay Applic	05/16/2023	34,476.01
40-60-89	634	Forsgren Associates, Inc.	PAYMENT #8 S	Stewart Hilli Park - Const Pmt #8	05/01/2023	17,418.19
Total 4060:						58,171.65
<i>Front General Contracting</i>						
<i>Cache Valley Excavation</i>						
<b>Roads</b>						
<b>1060</b>						
10-60-16	558	Opticare of Utah	180212	Vision Monthly Premium May 202	05/01/2023	6.13
10-60-30	1002	Precision Concrete Cutting	UT11254UM	Concrete Cutting	05/02/2023	12,854.41
10-60-50	133	Thomas Petroleum, LLC	0711504	Roads Gas, Oil, Vehicle Repair	05/05/2023	20.92
10-60-50	133	Thomas Petroleum, LLC	0716753-IN	Roads Gas, Oil, Vehicle Repair	05/11/2023	62.90
10-60-50	366	Zions Bank	202305	Cheveron - Gas 72.01	05/08/2023	24.00
10-60-50	366	Zions Bank	202305	Maverik - Gas 85.65	05/08/2023	28.55
10-60-50	366	Zions Bank	202305	Maverik - Gas 79.10	05/08/2023	26.36
10-60-56	338	Utah Local Governments Trust	117714	Roads	05/12/2023	41.72
10-60-60	380	Rocky Mountain Power	202305	Item 15	05/04/2023	264.34
10-60-60	380	Rocky Mountain Power	202305	Item 2	05/04/2023	264.34
10-60-60	380	Rocky Mountain Power	202305	Item 5	05/04/2023	264.34
10-60-60	380	Rocky Mountain Power	202305	Item 9	05/04/2023	66.09
10-60-60	380	Rocky Mountain Power	202305	Item 16	05/04/2023	37.75
10-60-75	246	Dominion Energy	6900830000-2	Roads Gas 6900830000	05/09/2023	77.58
10-60-80	25	Badger Screen Printing Company	77738	Shop Split	05/11/2023	149.32
10-60-80	140	Industrial Tool	2305-105398	Battery, Saw, Imact Drill Kit, Charg	05/04/2023	144.34
10-60-90	243	Providence Logan Irrigation Co	202305	Clean-Up 800 S performed by 1 L	05/01/2023	1,800.00
Total 1060:						16,133.09
<b>Parks &amp; Recreation</b>						
<b>1070</b>						
10-70-16	558	Opticare of Utah	180212	Vision Monthly Premium May 202	05/01/2023	6.80
10-70-56	338	Utah Local Governments Trust	117714	Parks & Rec	05/12/2023	13.66
10-70-72	1095	Roche, Katelyn	202305	Deposit Refund Request	05/16/2023	50.00
10-70-75	246	Dominion Energy	1550009873-2	Account 1550009873 10-70-75	05/09/2023	7.09
10-70-75	246	Dominion Energy -	6900830000-2	Parks Gas 6900830000	05/09/2023	77.56
10-70-77	380	Rocky Mountain Power	202305	Item 10	05/04/2023	264.34
10-70-77	380	Rocky Mountain Power	202305	Item 11	05/04/2023	264.34
10-70-77	380	Rocky Mountain Power	202305	Item 13	05/04/2023	264.34
10-70-77	380	Rocky Mountain Power	202305	Item 9	05/04/2023	66.09
10-70-77	380	Rocky Mountain Power	202305	Item 16	05/04/2023	37.75
10-70-80	133	Thomas Petroleum, LLC	0711504	Parks Gas, Oil, Vehicle Repair	05/05/2023	20.93
10-70-80	133	Thomas Petroleum, LLC	0716753-IN	Parks Gas, Oil, Vehicle Repair	05/11/2023	62.88
10-70-80	140	Industrial Tool	2305-105398	Battery, Saw, Impact Drill Kit, Char	05/04/2023	144.34
10-70-86	310	The Clean Spot	POS2780	Bathroom Supplies	05/05/2023	440.95
Total 1070:						1,721.07
<b>School Building Expenses</b>						
<b>1075</b>						
10-75-75	246	Dominion Energy	4012182621-2	Account 4012182621 10-44-75	05/09/2023	1,844.98
10-75-77	380	Rocky Mountain Power	202305	Item 17	05/04/2023	264.34

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-75-77	380	Rocky Mountain Power	202305	Item 18	05/04/2023	264.34
10-75-77	380	Rocky Mountain Power	202305	Item 16	05/04/2023	37.75
10-75-77	380	Rocky Mountain Power	202305	Item 16	05/04/2023	37.75
Total 1075:						2,449.16
<b>Other Expenses</b>						
<b>1090</b>						
10-90-10	633	Freedom Mailing Services	45250	Utility Bill Processing	05/02/2023	65.18
Total 1090:						65.18
Grand Totals:						110,343.39

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

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

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

Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 05/16/2023

## Marianne Reiner

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**From:** Sarah Jones <sarah@forefrontgc.com>  
**Sent:** Sunday, May 14, 2023 9:49 AM  
**To:** Marianne Reiner  
**Cc:** DJ Jones; Craig Rasmussen; Tyson Glover  
**Subject:** Invoice: River Heights 400 S Sidewalk  
**Attachments:** 247.pdf

\*\*\*EXTERNAL MESSAGE\*\*\*

Hi Marianne,

Attached you'll find the invoice for the 400 S Sidewalk project, we can take a check or if an online payment is preferred I can send a link over. I know we have a change order that's being worked out, but I think we'll probably come out to about equal between the saw cutting and landscaping. Let me know if you have any questions about this.

We'll be on-site tomorrow to wrap up topsoil and seeding behind the sidewalk, and installing the 16 unit mailboxes. Other than that, I think everything on our end is good to go.

We've greatly appreciated working with you and your team at Forsgren. Your communication and professionalism has been fantastic.

Best,






**Sarah Jones**

Owner

Forefront General Contracting, LLC

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 [801-382-8662](tel:801-382-8662) | [801-618-8805](tel:801-618-8805)  
 [sarah@forefrontgc.com](mailto:sarah@forefrontgc.com)  
 2691 N 1250 E, North Logan, UT 84341

## Marianne Reiner

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**From:** Craig Rasmussen  
**Sent:** Tuesday, May 16, 2023 2:49 PM  
**To:** Marianne Reiner; zach.zach.hatfield9@gmail.com  
**Cc:** dj@forefrontgc.com; Clayton Nelson (cnelson@riverheights.org); Tyson Glover; Eric Dursteler; Jason Thompson  
**Subject:** 400 South Sidewalk Payment

Marianne/Zach,

I visited with DJ about the sidewalk cross slopes and the perspective I am seeing with the significant variability in the cross slope. ADA allows some variance at driveway access points when the sidewalk is adjacent to a curb, but other than at driveway access points, anything over 2% is out of compliance with ADA. I am concerned with the liability exposure to the City.

In light of the preliminary slope measurements I am seeing, I recommend that the City pay up to 50% of the sidewalk cost and not pay for ADA ramps at this pay request. Payment for as much as is reasonable is needed by Forefront to meet their expenses, and I recognize that. However, there are concerns with respect to sidewalk slope, and we have not received any concrete compression test results back yet (field testing indicates good Air Entrainment) still waiting for the first break results to come back.

Bit items that I think are reasonable to approve for payment at this point are as follows:

1. Mobilization and Demobilization = 50%
2. 4" Concrete Sidewalk = 50%
3. 6" Concrete Driveway Approach = 0%
4. ADA Accessible Ramp = 33% (one ramp)
5. 16-Tenant Mailbox = 67%
6. Lock Type Retaining Wall = N/A (expected Change Order)
7. Remove Existing Asphalt = 100%
8. Not used
9. Remove Existing Tree – By Others Not Used
10. Remove Existing Mailbox = 100%
11. Relocate Existing Stop Sign = 100%
12. Landscape Repair = 0%
13. Remove Existing Berm = 100%

Marianne, will you be able to get an authorization for the above items to River Heights City for their council meeting tonight?

Thanks,  
Craig R.

**Craig Rasmussen**  
Division Manager  
95 West 100 South, Ste. 115  
Logan, UT 84321  
435.227.0333 / 435.232.7265 Cell  
435.227.0334 Fax

**FORSGREN**  
*Associates Inc.*

**COOPERATIVE AGREEMENT  
BETWEEN THE  
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS  
AND  
River Heights**

This agreement shall become effective on the date of the last authorized signature and will remain in effect until December 31, 2024. This agreement may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

**SECTION I: RECITALS AND GLOSSARY OF TERMS**

A. Pursuant to Utah Code § 65A-8-203 (2021), this Cooperative Agreement is required for a county, municipality, or certain other eligible entity ("Participating Entity") and the State of Utah, Division of Forestry, Fire and State Lands ("FFSL") (collectively "parties") to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.

B. Glossary of Terms

- a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
- b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire in the entity's jurisdiction, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
- c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2021) means:
  - i. a county, a municipality, or a special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1(2017); and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
  - ii. upon approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services; and paying for the cost of wildland fire suppression services
- d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
- e. Initial Attack – actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources

responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

- f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65A-8-202 (2017) and Utah Code § 65A-8-202.5(2017).
- g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
- h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.
- i. Fiscal Year - a consecutive 12-month period for financial reporting, as determined by the Participating Entity's budget cycle.

## **SECTION II: CERTIFICATION OF QUALIFICATIONS**

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a qualifying eligible entity.
- B. The Participating Entity agrees to adopt a Community Wildfire Preparedness Plan (CWPP) (or equivalent approved by FFSL).
  - a. If the Participating Entity has a CWPP at the time of executing this agreement, the Participating Entity agrees to maintain and implement the CWPP for the duration of this agreement.
  - b. If the Participating Entity does not have a CWPP at the time of executing this agreement, the Participating Entity agrees to make a good faith effort to develop and adopt a CWPP prior to the expiration of this agreement.
- C. The Participating Entity's fire department or fire service provider as defined in Utah Code § 65A-8-203 (2021) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL agrees to provide an Annual Participation Commitment Statement and the Participating Entity agrees to review, approve, and return the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity's fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.

- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)
- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2022) and has entered into a County Warden Agreement (Addendum A).

### SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

#### A. Participation Commitment

- a. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
- b. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

#### B. Participation Commitment Expenditures and Activities

- a. The Participation Commitment may be met through either direct expenditures or in-kind activities.
  - i. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
  - ii. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
    - 1. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
  - iii. Participation Commitment cannot be met through direct payment to the State.
- b. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

#### C. Participation Commitment Accounting and Reporting



- a. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
  - i. The value of Participation Commitment expenditures and activities may, in certain instances, “carry-over” to the next fiscal year with the approval of the respective FFSL Area Manager.
    - 1. The value of capital improvement projects--typically, large “preparedness-type” projects--can carry-over for five years, with no single project’s value accounting for more than 25% of the Participating Entity’s total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
    - 2. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum
    - 3. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
    - 4. It is the responsibility of the Participating Entity to account for, track and report in their annual Participation Commitment Report the carry-over from year to year.
- b. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity’s fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
  - i. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

**D. Annual Participation Commitment Statement**

- a. In advance of a Participating Entity’s fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
- b. In order to continue participation for the Participating Entity’s upcoming fiscal year, the Participating Entity’s executive officer must approve, sign, and return the Annual Participation Commitment Statement to FFSL by the due date contained in the Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity’s current fiscal year.
- c. The Annual Participation Commitment Statement is based on the Participating Entity’s fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity’s next fiscal year.

**E. Participation Commitment Calculation**

- a. The Participation Commitment is based on two elements, a wildfire risk assessment by acres (“Risk Assessment”) conducted by FFSL, and the historic fire cost average (“Fire Cost Average”) in each Participating Entity’s jurisdiction.
  - i. The Risk Assessment is determined by FFSL’s “Utah Wildfire Risk

Assessment Portal" (UWRAP), which will be updated as data sources, technology, and funding allow.

- ii. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity's historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
  1. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
  2. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
- b. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

#### F. Participation Commitment Appeals

- a. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

### **SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY, and EXTENDED ATTACK**

#### A. Initial Attack

- a. The Participating Entity agrees to primary responsibility for Initial Attack ("IA"). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).
- b. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
- c. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
- d. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.

- i. Aviation assets on initial run cards as established by the State will not:
  - 1. be counted towards a Participating Entity's historic fire cost average for purposes of annually calculating the Participating Entity's Participation Commitment; and,
  - 2. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.

**B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility**

- a. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility ("Delegation") occur simultaneously with one of the following events:
  - i. State or federally owned lands are involved in the incident; or,
  - ii. firefighting resources are ordered through an Interagency Fire Center (beyond "pre-planned dispatch"); or,
  - iii. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
  - iv. by decision of the State Forester after consultation with local authorities.
- b. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

**C. Extended Attack**

- a. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
- b. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
- c. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
- d. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
- e. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, Rule, and this Agreement.

**SECTION V: WILDLAND FIRE RESPONSE TRAINING,  
CERTIFICATION AND EQUIPMENT STANDARDS**

**A. Wildland Fire Response Training and Certification**

- a. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I, as certified by the Utah Fire and Rescue Academy (UFRA).
- b. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.

FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.

- i. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
  - ii. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
  - iii. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
  - iv. FFSL reserves the right to reevaluate these requirements.
- c. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
  - d. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction,
    - i. a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding; or
    - ii. the County or participating entity fire departments for qualified resources used under this agreement on federal, state or out-of-county (or out-of-entity) fires pursuant to the terms and conditions outlined in the fire department MOU and rate agreement

**B. Wildland Fire Response Equipment Standards**

- a. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

**SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS**

- A. Pursuant to Utah Code § 65A-3-4 (2020), the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

## SECTION VII: BREACH AND TERMINATION

- A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2021), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status.
- B. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or FFSL.
- C. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year.
- D. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.
- a. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
    - i. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
    - ii. If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(E) herein below.
  - b. Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.
- E. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203 (2021) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)
- F. If the Participating Entity is on probation or otherwise non-compliant with the terms of this

or a prior agreement with FFSL, and enters into a new cooperative agreement with FFSL, the prior obligations and status remain in effect until rectified according to the terms of this agreement.

- G. Either party may terminate this agreement by providing the other party with written notice 30 days prior to the termination date.
- H. If either party terminates this agreement, the Participating Entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

**UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**PARTICIPATING ENTITY:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**APPROVED AS TO FORM:** Tony Clinger, Assistant Attorney General, March 29, 2023

wastewater system. River Heights City will need to coordinate with Logan City as to the capacity of the Logan City System for this connection.

6. Maintain a sewer collection system that is efficient and economical, meeting local, state, and federal requirements.
7. Review, update and maintain the current sanitary sewer management plan as needed.
8. Continue cleaning and video inspection of sewer collection system.
9. Educate public on unacceptable discharges into the sewer system, including problems with home sump pumps.

### 4.3 STORM WATER

Pursuant to existing subdivision regulations, developers are required to provide **uniform and** adequate facilities and improvements within developing subdivisions for storm water drainage. While this subdivision requirement provides for the collection of storm water within the subdivision, the uniform disposal of storm water is an issue that requires a city-wide plan. The

Currently, subdividers and developers are required to receive approval from the appropriate ditch or canal company before any storm water is channeled through a ditch, canal, or waterway under the jurisdiction of the company. While the current storm water disposal method works under the existing network of ditches and waterways, in-fill residential development may eliminate agricultural areas and the need for ditches, etc. The city's liability exposure will require the closing or covering of those canals and waterways thus restricting the capacity of a storm drain system based only upon irrigation ditches and canals.

Future development should minimize the dependency of storm water systems on canal company ditches and waterways. Use of such systems should be limited, where possible, to piped systems with controlled inflow to the system.

~~Additionally, with potential residential development of the area south of 700 South from 100 East to 1000 East, a city wide or regional storm drain collection and disposal system could be incrementally installed to minimize costs and use the gradient of the Spring Creek drainage. The city should pursue a citywide or regional storm water plan which could provide direction regarding the scope, the advisability and general design parameters of a proposed storm water handling facility and the area which said facility would serve to use the gradient of the Spring Creek drainage.~~

#### 4.3.1 Storm Water Recommendations

~~A city wide or specific area storm water plan should be maintained and provide the following:~~

1. ~~Master Storm Water Management Plan;~~
2. ~~Review standards and specifications for drainage facilities and improvements, etc. to verify conformance with National Pollutant Discharge Elimination System (NPDES) requirements for the Cache County urbanized area;~~
3. ~~Provisions outlining the distinctions between collection and disposal systems and policies outlining the funding requirements for the developer and the City;~~
4. ~~Review and implement appropriate recommendations from the Cache County Urbanized Area Storm Water Analysis completed in 2003 including maintenance, notification, and best management practice (BMP) procedures; and~~

5. ~~Formulation of funding alternatives and determination of when and how said funding alternative should be adopted and implemented. A considerable number of funding alternatives exist and should be considered as to which can accommodate the varied interests of the existing or developed areas as well as developing areas, including but not limited to, impact fees, special improvement district assessments, temporary sewer surcharge, general budget appropriations, Community Development Block Grant Funds, etc.~~

**Strategies:**

1. Maintain a storm water system utility that is efficient and compliant with the local, state, and federal requirements. Review, update and maintain a storm water plan as needed.
2. Coordinate and work with the Cache County Storm Water Coalition to meet the requirements of the current NPDES and MS4 Permits.
3. Educate public for maintenance of private storm water facilities.
4. Evaluate current user fees to ensure monies for maintenance, repair and replacement of current storm water facilities, and the construction of future storm water facilities.
5. Prioritize ~~Incorporate~~ Low Impact Development (LID) storm water infrastructure in accordance with the Utah LID Guide published by the Utah Department of Environmental Quality.
6. Ordinances should be adopted or modified that promote or mandate LID principles and green infrastructure for all development and redevelopment projects within the city.

**4.4 ELECTRIC UTILITIES**

(Content moved to the Easements section – paragraphs 2-4)

**4.54 EASEMENTS**

Utility easements are and should consistently be required on all subdivision plats and made part of the official record. During the construction process and thereafter, the easements should be consistently protected by the city's best enforcement method. Whenever possible, city representatives should inform property owners regarding the existence of easements and protect said easements from encroachments. Officials considering building permits, fence permits and requests for variances, etc., should consider utility easements on every application.

Rocky Mountain Power (RMP) provides electric utility service to River Heights under a franchise agreement. The City and Rocky Mountain Power have had, and continue to have, a good working relationship. In the future, deregulation of electric utilities should pose few, if any, serious problems, or issues for River Heights. ~~Other future issues on the horizon might include direct line reading of electrical meters and the possibility of the city's direct line reading of electronic water meters. The benefit cost analysis of such a system requiring a new or retrofitted electronic water meter will obviously have to be carefully evaluated.~~ RMP has instituted direct line reading of electrical meters.

Opposition to unsightly overhead electrical wires has become a political issue in most Utah communities. State statutes allow electric utilities to install overhead wires as the standard. ~~and if the community prefers buried lines, then the community must bear the cost difference. Some designated locations within River Heights may warrant underground lines. City officials should consider the policy now visually survey the community and determine if such public policy and accompanying expense is~~



The franchise agreement additionally provides for underground services in developing subdivisions and overhead service in existing neighborhoods. Developers and city officials are encouraged to designate streetlight locations early in the subdivision review process so costs of streetlight installation by RMP can be economically included when underground residential services are installed. The city ~~now~~ requires that in all new subdivisions electrical lines be buried at the expense of the developer. The City and RMP should agree to a consistent lighting fixture and pole type based on street, intersection standards, and conforming to the River Heights City Lighting Ordinance. Street lighting in developing subdivisions will be served by underground wiring.

#### **4.5.1 Location of Service Lines**

Cable and telephone service lines in developing subdivisions should be installed underground to enhance the value, appreciation, opportunities of land and buildings, reduce visual proliferation of poles, wires, and equipment, and reduce maintenance costs. Respective city officials should make valiant attempts to reduce the visual proliferation of overhead lines, poles and equipment in existing neighborhoods, especially along major transportation corridors and within prime and identified vistas/view sheds.

#### **~~4.5.2 Electric, Cable, and Telephone Utility Recommendations~~**

##### **Strategies:**

1. The city should continue to require underground services in developing subdivisions.
2. The city should review locations for streetlights in developing subdivisions early in the process so RMP can economically install streetlights while residential underground work is commencing.
3. The city should determine if certain designated areas warrant the expense of burying overhead lines. Special attention should be given to major transportation corridors and areas with significant vistas. The goal is to reduce the proliferation of overhead lines, poles, and equipment.
4. The city should continue to require utility easements and protect them from encroachment.
5. Promote use of LED streetlight fixtures when and wherever possible.
6. Identify and replace all streetlights that do not conform with the current outdoor lighting ordinance.
7. ~~As new water meters are purchased, the city should determine the feasibility of electronic meter reading.~~

## **5 AFFORDABLE HOUSING**

### **5.1 MODERATE-INCOME HOUSING PLAN**

Glover	Milbank	Gallup	Mathews	Wright	Thompson	Total	Ranking	Project	Location	Sponsor	Category	Cost	Continuation of Previous Project	Actual Cost
11	14	16	9	15	16	81	2	Raze Old Church	500 East 500 South		Improvement	\$200,000.00	No	
13	13	15	15	9	14	79	3	New Pavilion- Phase II- Construction	Town Square	Sharlie Gallup/Chris Milbank	Recreation	\$200,000.00	No	
								New Pavilion- Phase I- Demolition	Town Square	Sharlie Gallup/Chris Milbank	Recreation			
1	16	11	12	16	15	71	4	Stewart Hill Park- Phase II	850 East Stewart Hill Drive	Chris Milbank, Blake Wright	Recreation	\$225,000.00	Yes	
14	15	14	16	14	13	86	1	River Heights Blvd Waterline Continued	500 East to 600 East	Craig Rasmussen/Jason Thompson	Infrastructure	\$259,708.00	Yes	
10	3	8	8	13	10	52	8	500 East Road Surface	500 East 300 South to 400 South		Infrastructure	\$100,000.00	Only after upgrade to 500 East water line	
16	2	10	5	7	9	49	9	New Truck with Plow and Spreader and Repairs on Old Faithful		Tyson Glover	Snow Removal	\$143,000.00	No	
								Repairs to Old Truck and Plow						
12	1	9	1	1	2	26	15	800 South (South Half) 20 ft. of Asphalt	800 South and Spring Creek Drive	Tyson Glover	Infrastructure			
15	12	7	6	8	8	56	7	4-Wheeler and Snow Blower		Tyson Glover	Snow Removal	\$7,500.00	No	
5	10	13	14	11	12	65	5	400 East Handrail and Sidewalk Improvement	400 South 350 South to 400 South	Jason Thompson	Safety	\$30,000.00	No	
7	7	6	3	6	3	32	13	Sidewalk 400 East (400 South to 500 South)	See Project		Infrastructure	\$25,000.00	No	
8	6	1	4	12	7	38	10	Sidewalk 500 East (River Heights Blvd to 400 South)	See Project		Infrastructure	\$20,000.00	No	
4	5	4	2	5	6	26	15	Sidewalk 400 East (400 South to River Heights Blvd)	See Project		Infrastructure	\$20,000.00	No	
9	4	3	7	2	4	29	14	Sidewalk 600 South (400 East to Summerwild)	See Project		Infrastructure	\$18,000.00	Yes	
3	9	2	11	4	5	34	11	Sidewalk 500 East (630 South to 700 South West side)	See Project		Infrastructure	\$16,000.00	Yes	
2	11	12	13	10	11	59	6	Old School Stair Repair and Ramp	400 South 500 East	Jason Thompson	Safety	\$12,000.00	Yes	
6	8	5	10	3	1	33	12	Sidewalk 500 East (Complete sidewalk on East side of 500 East)	See Project		Infrastructure	\$12,000.00	Yes	
136	136	136	136	136	136	816		Master Plan City Square	City Square	Blake Wright, Jason Thompson	Future Planning	\$10,000.00	No	

In your respective column, please rank each project in order from 1-16. For example, if your biggest priority project is Razing the Old Church, then you would give it a 16, which is the highest number of points available. If your lowest priority project is some other project, then you would give it a 1, which is the lowest number of points available.

Total of All Projects:	\$1,298,208.00	
Top Ranked Projects:	\$734,208.00	<i>Totaling \$750,000</i>
	\$1,135,208.00	
Projects 1, 2, 4, 5, 6, and 7:	\$734,208.00	