

River Heights City

*** REVISED ***

River Heights City Council Agenda

Tuesday, July 18, 2023

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

Pledge of Allegiance

Opening Thought (Wright)

Adoption of Previous Minutes and Agenda

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

Review and Approve Contract with AAA Excavation for 500 East Waterline Project

Public Comment

Lions Club Discussion of the Condition of the Easton M. Liechty Pavilion and Lions Club Fireplace

Discuss 800 South Sewer Line Project and Funding

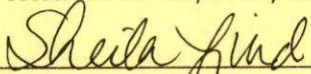
Public Hearing to Adopt an Ordinance Providing for the Compensation of Elected and Statutory Officers of River Heights City

General Plan Review and Discussion: 5. Affordable Housing (Milbank)

General Plan Review and Discussion: 6. Appendices (Gallup)

Adjourn

Posted this 17th day of July 2023



Sheila Lind, Recorder

To join the Zoom meeting:

<https://us02web.zoom.us/j/83999594074>

Attachments for this meeting and previous meeting minutes can be found on the State's Public Notice Website (pmn.utah.gov)

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

River Heights City

Council Meeting

July 18, 2023

1
2
3
4
5
6
7 Present: Mayor Jason Thompson, electronic
8 Council members: Sharlie Gallup
9 Tyson Glover
10 Janet Mathews
11 Chris Milbank
12 Blake Wright
13
14 Recorder Sheila Lind
15 Public Works Director Clayton Nelson
16 Treasurer Michelle Jensen, electronic
17

18
19 Others Present: Noel Cooley, Keenan Ryan (electronic), Heather Lehnig,
20 Cindy Schaub
21
22

23 The following motions were made during the meeting:

24 Motion #1

25 Councilmember Mathews moved to “adopt the minutes of the council meeting of June 20, 2023,
26 and the evening’s agenda.” Councilmember Milbank seconded the motion, which passed with Gallup,
27 Glover, Mathews, Milbank, and Wright in favor. No one opposed.
28
29

30 Motion #2

31 Councilmember Milbank moved to “approve the bills paid on July 7, 2023.” Councilmember
32 Glover seconded the motion, which carried with Gallup, Glover, Mathews, Milbank and Wright in favor.
33 No one opposed.
34

35 Motion #3

36 Councilmember Wright moved to “approve the evening’s list of bills and agenda.”
37 Councilmember Gallup seconded the motion which carried with Gallup, Glover, Mathews, Milbank, and
38 Wright in favor. No one opposed.
39

40 Motion #4

41 Councilmember Glover moved to “adopt Ordinance 4-2023, An Ordinance Providing for the
42 Compensation of Elected and Statutory Officers of River Heights City.” Councilmember Milbank seconded
43 the motion, which passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.
44

Motion #5

46 Councilmember Glover moved to “move forward with funding the 800 South sewer project in the
47 amount of \$80,000-90,000.” Councilmember Mathews seconded. The motion passed with Gallup,
48 Glover, Mathews, Milbank and Wright in favor. No one opposed.

51
52 Proceedings of the Meeting:

53
54 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the
55 River Heights City Building on Tuesday, July 18, 2023, for their regular council meeting.

56 Pledge of Allegiance and Opening Thought: Councilmember Wright offered an opening prayer.

57 Adoption of Previous Minutes and Agenda: Minutes for the June 20, 2023, meeting were
58 reviewed.

59 **Councilmember Mathews moved to “adopt the minutes of the council meeting of June 20, 2023,
60 and the evening’s agenda.” Councilmember Milbank seconded the motion, which passed with Gallup,
61 Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

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

63 Recorder Lind didn’t have anything to report.

64 PWD Nelson

- 65 • Lower Well. The water has been tied into the new line and the old line was disconnected. The
66 contractors are waiting for supplies to arrive and are expected to be back to the job on Friday.
- 67 • Logan Fire Department would like to do some training at the Old Church starting on Friday. The
68 mayor said he would check with Attorney Jenkins about getting a release for them to sign in case
69 anyone got hurt.

70 Councilmember Wright didn’t have anything.

71 Councilmember Glover

- 72 • Attorney Jenkins is reviewing the contract with All West Fiber. Mr. Glover hoped to have a council
73 review and vote at an upcoming meeting. Councilmember Mathews asked if All West would be
74 installing in the Riverdale area. PWD Nelson said it would be installed citywide, but phased in.
75 Mayor Thompson said he would be out of the country at the next meeting. He asked
76 Councilmember Milbank to chair the meeting. He wanted to be in attendance when the fiber
77 optics discussion took place. He proposed having All West present at a workshop right before the
78 second meeting in August. Mr. Glover will invite them to attend on this day.
- 79 • The mailbox keys for 400 South residents are in the hands of the post office. They have provided
80 the city with a layout of the box assignments. He will follow to see if residents have all received
81 their keys.
- 82 • He hadn’t received communication on when the contractor would be back to finish the
83 improvements. PWD Nelson said they were there on Friday removing the sidewalks that needed
84 to be replaced but he hadn’t seen them back. Engineer Rasmussen planned to reach out to them
85 today to find out when they planned to finish up. The mayor said they were finishing a project in
86 Salt Lake but felt they should be done by now. Mr. Glover said there was a change-order due to
87 Steve Thunell’s sprinklers.
- 88 • He asked about progress on Saddlerock. PWD Nelson said the electrician was waiting for
89 streetlight parts and then he’s a month out. He is also working on the well house so maybe he
90 could get to Saddlerock sooner.

91 Councilmember Gallup

- 92 • Geoff and Peggy Smith's names had come up with the Apple Days committee as good candidates
93 for Citizen of the Year. All council members were on board with the idea.
- 94 • The pavilion needed to be repaired before Apple Days. PWD Nelson said he and Cameron Reed
95 had done as much as they felt was safe.
- 96 • She asked the council members to be in the Apple Days parade and sell water in the gazebo again
97 this year. Discussion was held on whether they wanted to charge for water bottles or not.
98 Councilmember Milbank said he would not be there.

99 Councilmember Mathews

- 100 • Lower well update. After the parts arrive, the electrician will install the conduit. They had a
101 discussion on a generator. Curtis with DWA said generators are about a year out. PWD Nelson
102 recalled a generator in the bid for the project but didn't know if it ended up being accepted. He
103 will talk with Glens Electric to see what their time frame would be for ordering one. He would
104 try to find out what the holdup was.
- 105 • 500 East water line bid would go to AAA. It would be discussed further in the meeting.
- 106 • Regarding the 800 South sewer connections, she wanted to bring up the situation with the
107 Woods. They had planned on connecting and would be within 300 feet of the connection,
108 however, they are experiencing a financial hardship right now. Mayor Thompson reminded that
109 state and city code require anyone within 300 feet to tie in. He was aware of some cities that
110 allow citizens to apply for a hardship waiver. It was determined that the city council could add
111 something like that to their code. The mayor suggested they get some examples from other cities
112 and discuss it at a future meeting.

Councilmember Milbank

- 114 • There was an agreement for consulting services from Biowest to oversee phase 2 of the Stewart
115 Hill Park, in the Drive for review. They want \$13,000 to do the job. Engineer Rasmussen wanted
116 to step back and have Biowest oversee the second phase. They will probably only do the pavilion
117 and restroom this year. Councilmember Glover asked if they should bid out the design.
118 Councilmember Wright said Biowest was hired for the full project. Mr. Milbank informed that he
119 had a number of questions for Biowest about their oversight and why it would come to \$13,000.
120 Councilmember Gallup felt as if Biowest was getting paid twice. PWD Nelson said during phase
121 one there was a number of things the city had to change from the original design of Biowest. The
122 mayor wanted to have a meeting with Biowest, Commissioner Milbank and engineer Ramsussen.
123 Mr. Milbank suggested he talk with Engineer Rasmussen since he understood the reason for the
124 charge. Mayor Thompson Planned to get answers and understand the reasoning behind the
125 13,000. Tyson asked Chris to share the park plans.

126 Councilmember Mathews asked if they have had any more contact with Janice Skousen
127 about getting tree donations. Councilmember Wright said the trees will come later.

128 Councilmember Milbank said Lisa Andrus wants a fence like the one around the park, but
129 with privacy. He wasn't sure that would look as good. Councilmember Wright suggested
130 discussing it with Ms. Andrus.

- 131 • Seth Tarver's church group has offered to do some work on the pavilion. PWD Nelson said there
132 isn't any work to do on it.
- 133 • The switches should be turned on at Stewart Hill Park.
- 134 • He noticed the dog waste stations were installed and thanked PWD Nelson. Mayor Rasmussen
noted there are still signs that need to be installed.

136 Mayor Thompson

- 137 • He had received a lot of complaints about speed on 400 South. He asked the Sheriff's Office to do
138 some speed tests. He got the results back which showed the top speed at 45 mph and the
139 average around 30mph. He will continue to push for more patrol and more signage.
- 140 • The CMPO had approved their 2050 mater plan update. The plan evolves yearly. Basically, it tries
141 to preserve certain areas for traffic flows over the next 25 years.
- 142 • He and Councilmember Glover will hold a kick off meeting for the transportation study tomorrow
143 at 3:00pm.
- 144 • He discussed the AAA contract, which will come up later in the meeting.

145 Approval of payments

- 146 • The Council reviewed the list of Logan City bills previously paid on July 7 to avoid late fees.
147 **Councilmember Milbank moved to "approve the bills paid on July 7, 2023." Councilmember**
148 **Glover seconded the motion, which carried with Gallup, Glover, Mathews, Milbank and Wright in**
149 **favor. No one opposed.**
- 150 • The Council reviewed the list of bills to be approved and paid at the evening's meeting.
151 **Councilmember Wright moved to "approve the evening's list of bills and agenda."**
152 **Councilmember Gallup seconded the motion which carried with Gallup, Glover, Mathews, Milbank,**
153 **and Wright in favor. No one opposed.**

154 Review and Approve Contract with AAA Excavation for 500 East Waterline Project: Mayor
155 Thompson discussed the AAA contact. It was a basic contract drafted by the city attorney. The award
156 amount was \$8,8,100.96. It didn't need a motion for approval since it was approved on the capital
157 projects list.

158 Public Comment: Cindy Schaub pointed out a dead tree on River Heights Blvd. PWD Nelson said it
159 belonged to a property owner. She asked when the project would be completed since she didn't see that
160 in the contract. Councilmember Glover said they will have 60 days.

161 Councilmember Mathews noted the DUP park bench needs to be painted. PWD Nelson said they
162 can take care of it.

163 Mayor Thompson discussed a person of concern. He was notified by citizens of an older man who
164 was overly interested in paintings some kids had for sale, complimented what they were wearing and
165 asked where they lived. The sheriff was made aware and has a description of his car. The mayor asked
166 the council members if they had seen anyone in their neighborhoods with the same description. No one
167 had heard anything more.

168 Public Hearing to Adopt an Ordinance Providing for the Compensation of Elected and Statutory
169 Officers of River Heights City: Mayor Thompson read the ordinance and pointed out the last two
170 employees on the list were given a 3% increase approved at the budget adoption. He opened the public
171 hearing. There was none.

172 He asked for comments from the council. Councilmember Glover pointed out the mayor ran
173 unopposed and currently three council members are running unopposed. He wondered if the pay were
174 higher if they might get more citizens running. Councilmember Wright didn't think pay was a factor in
175 why people were running. Councilmember Mathews had heard from a few people who didn't realize it
176 was an election year and that seats were open. Mr. Wright noted it was advertised and the people were
177 not paying attention. Mr. Glover asked about providing the planning commission a meal before their
178 meetings as part of their compensation since they can't be paid more than a small stipend.

179 **Councilmember Glover moved to "adopt Ordinance 4-2023, An Ordinance Providing for the**
180 **Compensation of Elected and Statutory Officers of River Heights City." Councilmember Milbank**

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

The mayor thanked council and staff for doing their thankless jobs and for their dedication.

Lions Club Discussion of the Condition of the Easton M. Liechty Pavilion and Lions Club Fireplace:

Keenan Ryan presented informed that the Lions Club was no longer meeting. They had agreed to use their money to sponsor the youth ambassadors in some of their activities. They also would like to put \$8,000 towards replacing the fireplace at the park pavilion. With the donation, they requested to have a plaque on the pavilion or fireplace noting the Lions Clubs years of activation. After their donation they would close the Club. Mr. Ryan noted the very few members who were left were becoming elderly.

Councilmember Milbank said Seth Tarver's church group wanted to do some repairs on the pavilion. PWD Nelson said there wasn't much left to repair because they pulled off the bad parts and there wasn't anything sturdy enough left to replace the boards.

Councilmember Glover pointed out they budgeted for the tear down, which they planned to do in June 2024 and then rebuild in July 2024. The mayor asked Mr. Ryan if the Lions Club would feel okay with donating their funds to this project. Mr. Ryan said they would agree but that the funds may change by then since they would continue to support the youth ambassadors until then.

Councilmember Milbank asked if the pavilion was safe. PWD Nelson said he felt they took care of the worst parts. He guessed it looked worse than it was. Mayor Thompson asked if they could sure it up. Mr. Nelson said it was too rotted to attach any new wood. He hoped it would last until June. He felt the bigger risk was the fireplace. They discussed tearing down the fireplace after Apple Days but

Councilmember Gallup reminded that they use it at the Tree Lighting Ceremony in December. Mr. Nelson said when they take it down, they will save some of the rock for the Lions Club members, at their request.

Discuss 800 South Sewer Line Project and Funding: Mayor Thompson pointed out that this project hadn't been budgeted for due to his oversight. He asked the Council how they felt about amending the budget to add it. Councilmember Mathews discussed the plan to connect four properties on 700 South to the 800 South sewer main. The properties owners are working on getting easements from each other for portions of the line. She reminded that Doug and Karma Wood were having a financial hardship and didn't have any money to contribute for their share. Engineer Rasmussen had suggested that the city pay the Wood's share to get the line installed and figure out how the Woods would reimburse the city later. Councilmember Wright agreed to put the Woods line in while the others were being installed, and set up a payment plan with Woods. PWD Nelson said there are grants available for projects like this. The mayor cautioned that it can be slippery slope to require some residents to pay up front and not others. He wished the city had a hardship clause in the code, which they could follow. Mr. Wright suggested coming up with language to explain exactly why the city would be fronting the Wood's share.

Councilmember Glover wanted to make sure the property owners were getting direction on their easements from Engineer Rasmussen to make sure they would have 15-20 feet.

Mayor Thompson reviewed that the sewer fund has the money for the project, even though it wasn't included in the capital projects budget. The burden of easements and individual lines has fallen on the property owners. However, the city would still need to pay \$80,000-90,000 to extend from the main line to the point where the property owners could connect. The mayor pointed out that if there were future failures in the line, property owners would be responsible for up to 800 South.

PWD Nelson said the city would own the dark green section of line. They will need it if Conservice ties in at some point.

Councilmember Glover suggested having the design done first before the easements were drawn up. He also recommended the city not pay for any landscaping on the private properties.

227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265

Councilmember Glover moved to “move forward with funding the 800 South sewer project in the amount of \$80,000-90,000.” Councilmember Mathews seconded. The motion passed with Gallup, Glover, Mathews, Milbank and Wright in favor. No one opposed.

Councilmembers Glover and Mathews, Mayor Thompson and Engineer Rasmussen will meet with Debbie Merritt to discuss line and easement measurements.

General Plan Review and Discussion: 5. Affordable Housing: Councilmember Milbank felt the affordable housing section was mostly complete. He made a few sentence structure changes, which he explained. He introduced accessory dwelling units contingent upon lot size, setbacks, off street parking and, owner occupation of primary residence. Councilmember Glover thought the state currently required this. Commissioner Cooley informed that state code “encourages” them.

Councilmember Wright asked if the median income could be updated. Councilmember Milbank said he looked online and couldn’t find anything more current than 4 years ago. Councilmember Glover suggested checking with the county. He also suggested finding out the average home price.

Councilmember Gallup asked for clarification of what would be allowed with the addition of #5, accessory dwellings. Councilmember Milbank said it would need to be spelled out by the planning commission, if the council decided to entertain it.

General Plan Review and Discussion: 6. Appendices: Councilmember Gallup didn’t make any changes to the appendices. She had reviewed it all with Mike Jablonski (the person who originally drafted the lists). Mr. Jablonski said the eagles no longer come to the Riverdale area to nest. She didn’t think it was worth removing them from the list of bird species, in case they come back some day.

The mayor would like council members to go through a final draft of the General Plan over the next two weeks. He planned to hold a public hearing to review the final changes on August 15. Once it had been revised, they would spend one more meeting looking at the transportation section and making sure the map matches. He also planned to have a workshop prior to the same meeting at 5:00 pm to hear a presentation on fiber optics.

Discussion was held on the Wood’s sewer line. The mayor said the city would fund their portion. and set them up on a payment plan. Meanwhile, the council will come up with a hardship waiver. PWD Nelson said Conservice was ready to grant an easement on their property when the city had a plan.

Recorder Lind brought up impact and connection fees for connecting to the sewer. Mayor Thompson asked her to email them to himself and Councilmember Mathews.

Treasurer Jensen said she has had a conversation with Senske about their unpaid invoice and was informed they had a person who would be removing the tree lights. Councilmember Gallup stated it hadn’t happened yet.

The meeting adjourned at 8:35 p.m.



Sheila Lind, Recorder



266
267
268

Jason Thompson, Mayor

Report Criteria:

Invoices with totals above \$0 included.
 Only paid Invoices included.
 [Report].Date Paid = 07/07/2023

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Sewer Department						
5240						
52-40-80	76	City Of Logan	029017-20230	Sewer Pretreatment	06/21/2023	17,620.72
Total 5240:						17,620.72
Water Department						
5140						
51-40-51	188	Logan City	003992-20230	Account 003992-001 51-40-51	06/21/2023	35.86
51-40-51	188	Logan City	003993-20230	Account 003993-001 51-40-51	06/21/2023	29.08
51-40-51	188	Logan City	003994-20230	Account 003994-001 51-40-51	06/21/2023	37.56
51-40-51	188	Logan City	003995-20230	Account 003995-001 51-40-51	06/21/2023	44.34
51-40-51	188	Logan City	003996-20230	Account 003996-001 51-40-51	06/21/2023	42.64
51-40-51	188	Logan City	003997-20230	Account 003997-001 51-40-51	06/21/2023	42.64
51-40-51	188	Logan City	020975-20230	Account 020975-001 51-40-51	06/21/2023	11.97
51-40-51	188	Logan City	021927-20230	Account 021927-001 51-40-51	06/21/2023	197.49
Total 5140:						441.58
Public Safety						
1054						
10-54-40	76	City Of Logan	029017-20230	911 Communication 10-54-40	06/21/2023	2,043.00
Total 1054:						2,043.00
Other Expenses						
1090						
10-90-10	76	City Of Logan	029017-20230	Green Waste, Waste, Recycle 10-	06/21/2023	14,957.59
Total 1090:						14,957.59
Grand Totals:						35,062.89

Mayor: _____

Second Signayure : _____

Dated: _____

Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report]. Date Paid = 07/18/2023,12/06/2023

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Sewer Department						
5240						
52-40-06	1070	DS Accounting Services	2023-0480	Monthly Acct Services	06/30/2023	249.97
52-40-16	558	Opticare of Utah	000182113	Vision Monthly Premium July 202	07/01/2023	4.35
52-40-20	66	Caselle	125795	Monthly Support Charges	07/01/2023	94.65
52-40-25	623	Wonderware, Inc. dba Core Busin	INV-20450	CC Proccasing 2022	06/30/2023	21.12
52-40-26	633	Freedom Mailing Services	45650	Utility Bill Processing	07/03/2023	66.25
52-40-40	681	Matthew Regen, CPA, PC	8522	Audit FY2022 Split	11/22/2022	2,805.00
52-40-45	417	Blue Stakes of Utah Utility	UT202301804	Professional Fees	06/30/2023	47.29
52-40-50	133	Thomas Petroleum. LLC	0745678-IN	Sewer Gas, Oil, Vehicle Repair	06/27/2023	40.71
52-40-50	133	Thomas Petroleum. LLC	0753709	Sewer Gas, Oil, Vehicle Repair	07/11/2023	62.22
52-40-50	133	Thomas Petroleum. LLC	0758765	Sewer Gas, Oil, Vehicle Repair	07/17/2023	23.42
52-40-50	366	Zions Bank	202307	Chervron Gas 76.75	07/10/2023	25.58
52-40-50	366	Zions Bank	202307	Chervron Gas 91.00	07/10/2023	30.33
52-40-50	366	Zions Bank	202307	Heritage Chrysler Dodge - Truck	07/10/2023	138.59
52-40-55	338	Utah Local Governments Trust	118624	Sewer Ins. Liability & Other	07/12/2023	57.48
52-40-65	84	Custom Fence Co.	18156	Shop Split	06/30/2023	44.03
52-40-65	794	Twin "D" Inc.	24707	2022-23 SS Maintenance	05/01/2023	14,890.78
52-40-77	380	Rocky Mountain Power	202307	Item 9	07/10/2023	18.61
52-40-77	380	Rocky Mountain Power	202307	Item 16	07/10/2023	2.79
52-40-78	863	Verizon Wireless	9937971660	Split	06/23/2023	68.79
52-40-78	995	Ask AllTech LLC	A5901	Sewer Phones	07/10/2023	24.32
52-40-79	80	Comcast	202306_1	Internet - Sewer	06/16/2023	32.09
Total 5240:						18,748.37

Water Department

5140						
51-40-06	1070	DS Accounting Services	2023-0480	Monthly Acct Services	06/30/2023	249.98
51-40-16	552	Select Health	231700015609	Health & Dental	06/19/2023	1,101.81
51-40-16	552	Select Health	231700015609	Health & Dental	06/19/2023	580.86
51-40-16	558	Opticare of Utah	000182113	Vision Monthly Premium July 202	07/01/2023	9.12
51-40-20	66	Caselle	125795	Monthly Support Charges	07/01/2023	94.66
51-40-25	623	Wonderware, Inc. dba Core Busin	INV-20450	CC Proccasing 2022	06/30/2023	21.11
51-40-26	633	Freedom Mailing Services	45650	Utility Bill Processing	07/03/2023	66.25
51-40-41	27	Bear River Health Department	202306	Coliform test 231850, 231851	07/01/2023	50.00
51-40-41	417	Blue Stakes of Utah Utility	UT202301804	Professional Fees	06/30/2023	45.91
51-40-50	133	Thomas Petroleum. LLC	0745678-IN	Water Gas, Oil, Vehicle Repair	06/27/2023	40.71
51-40-50	133	Thomas Petroleum. LLC	0753709	Water Gas, Oil, Vehicle Repair	07/11/2023	62.22
51-40-50	133	Thomas Petroleum. LLC	0758765	Water Gas, Oil, Vehicle Repair	07/17/2023	23.42
51-40-50	366	Zions Bank	202307	Chervron Gas 76.75	07/10/2023	25.58
51-40-50	366	Zions Bank	202307	Chervron Gas 91.00	07/10/2023	30.33
51-40-50	366	Zions Bank	202307	Heritage Chrysler Dodge - Truck	07/10/2023	138.59
51-40-51	188	Logan City	003789-20230	Account 003789-001 51-40-51	07/12/2023	279.13
51-40-55	338	Utah Local Governments Trust	118624	Water Ins. Liability & Other	07/12/2023	54.61
51-40-65	84	Custom Fence Co.	18156	Shop Split	06/30/2023	44.04
51-40-65	113	Ferguson Enterprises, Inc.	0610113	Invoice 0610113	06/12/2023	57.31
51-40-65	328	USABlueBook	INV00044763	Hydrant Oil	06/15/2023	59.95
51-40-65	488	Thurcon, Inc.	1653	New Water Service 862 Orchard	06/01/2023	1,800.00
51-40-65	787	Incredible Concrete	202307	Water Leak Reapir Replace Sidew	07/10/2023	330.00
51-40-65	1018	Kilgore Companies	1177065	Water Leak Repairs	07/06/2023	518.08
51-40-65	1018	Kilgore Companies	1178877	Water Leak Repairs	07/10/2023	230.58
51-40-65	1061	Marcus Dee & Sons Trucking	777342	1 Loads Road Base - Water Leak	07/16/2023	325.00

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
51-40-65	1061	Marcus Dee & Sons Trucking	777342	1 Load 3/4' Rock - Water Leak Re	07/16/2023	300.00
51-40-66	877	Core & Main	T175168	Flattop R&C Meter Pit Water	07/10/2023	327.50
51-40-77	380	Rocky Mountain Power	202307	Item 7	07/10/2023	14.71
51-40-77	380	Rocky Mountain Power	202307	Item 8	07/10/2023	3,730.95
51-40-77	380	Rocky Mountain Power	202307	Item 9	07/10/2023	18.61
51-40-77	380	Rocky Mountain Power	202307	Item 16	07/10/2023	2.79
51-40-78	863	Verizon Wireless	9937971660	Split	06/23/2023	68.78
51-40-78	995	Ask AllTech LLC	A5901	Water Phones	07/10/2023	24.32
51-40-79	80	Comcast	202306_1	Internet - Water	06/16/2023	32.10

Total 5140:

10,759.01

Administration

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-41-06	1070	DS Accounting Services	2023-0480	Monthly Acct Services	06/30/2023	250.05
10-41-16	552	Select Health	231700015609	Health & Dental	06/19/2023	903.69
10-41-16	558	Opticare of Utah	000182113	Vision Monthly Premium July 202	07/01/2023	6.51
10-41-43	85	Daines and Jenkins, LLP	9218	Legal Fees	06/30/2023	1,261.00
10-41-46	145	International Institute of Municipal	202307	Membership Dues Through 6/30/2	07/06/2023	225.00
10-41-46	329	Utah Association Of Public Tre	4745	Membership Treasurer	07/10/2023	75.00
10-41-55	338	Utah Local Governments Trust	118624	Admin	07/12/2023	9.19
10-41-80	623	Wonderware, Inc. dba Core Busin	INV-20450	CC Proccesing 2022	06/30/2023	21.12

Total 1041:

2,751.56

Office Expenses

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-44-10	633	Freedom Mailing Services	45650	Utility Bill Processing	07/03/2023	66.26
10-44-12	270	Sam's Club	202307	Swiffer - Forever Flag Coil	06/09/2023	94.22
10-44-35	66	Caselle	125795	Monthly Support Charges	07/01/2023	94.69
10-44-45	844	Wasatch Document Solutions, Inc.	53692	Copies July 2023	07/10/2023	71.76
10-44-50	1025	Merrell, Valerie	202307	Delivery of July Newsletters	07/03/2023	200.00
10-44-52	1083	APG West Payment Processing	382275	Notice to Contractors	06/22/2023	319.51
10-44-55	633	Freedom Mailing Services	45650	Utility Bill Processing	07/03/2023	66.25
10-44-65	366	Zions Bank	202307	Adobe - Sheila	07/10/2023	21.39
10-44-65	366	Zions Bank	202307	Adobe - Michelle	07/10/2023	21.39
10-44-65	366	Zions Bank	202307	Adobe - Sheila	07/10/2023	21.39
10-44-65	366	Zions Bank	202307	Google Suite	07/10/2023	96.00
10-44-77	380	Rocky Mountain Power	202307	Item 19	07/10/2023	432.91
10-44-77	380	Rocky Mountain Power	202307	Item 12	07/10/2023	114.30
10-44-77	380	Rocky Mountain Power	202307	Item 20	07/10/2023	10.18
10-44-78	863	Verizon Wireless	9937971660	Split	06/23/2023	68.78
10-44-78	995	Ask AllTech LLC	A5901	Admin Phones	07/10/2023	24.32
10-44-79	80	Comcast	202306_1	Internet - Office	06/16/2023	32.11

Total 1044:

1,755.46

Community Affairs

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-48-20	366	Zions Bank	202307	OTC - Apple Days	07/10/2023	196.47
10-48-20	366	Zions Bank	202307	Amazon - Apple Days	07/10/2023	72.74
10-48-55	366	Zions Bank	202307	Modern Display - Float	07/10/2023	169.08
10-48-60	242	Providence City	341959	Library - 2023 Service Year	07/10/2023	4,688.00
10-48-70	366	Zions Bank	202307	OTC Brand - Ambassador Craft	07/10/2023	201.14

Total 1048:

5,327.43

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Capital Projects						
5150						
51-50-70	948	DWA Construction, Inc.	734	Re-Route Humphries Spring Wate	07/05/2023	1,449.00
51-50-72	634	Forsgren Associates, Inc.	17179	500 EAST WATERLINE PLANS A	06/25/2023	3,450.00
Total 5150:						4,899.00
Public Safety						
1054						
10-54-75	380	Rocky Mountain Power	202307	Item 16	07/10/2023	2.79
Total 1054:						2.79
Capital Projects						
4060						
40-60-84	634	Forsgren Associates, Inc.	17180	Lower Well Improvements	06/25/2023	1,892.30
Total 4060:						1,892.30
Roads						
1060						
10-60-16	552	Select Health	231700015609	Health & Dental	06/19/2023	720.64
10-60-16	558	Opticare of Utah	000182113	Vision Monthly Premium July 202	07/01/2023	6.13
10-60-41	417	Blue Stakes of Utah Utility	UT202301804	Professional Fees	06/30/2023	45.91
10-60-50	133	Thomas Petroleum. LLC	0745678-IN	Roads Gas, Oil, Vehicle Repair	06/27/2023	40.71
10-60-50	133	Thomas Petroleum. LLC	0753709	Roads Gas, Oil, Vehicle Repair	07/11/2023	62.22
10-60-50	133	Thomas Petroleum. LLC	0758765	Roads Gas, Oil, Vehicle Repair	07/17/2023	23.42
10-60-50	366	Zions Bank	202307	Chervron Gas 76.75	07/10/2023	25.59
10-60-50	366	Zions Bank	202307	Chervron Gas 91.00	07/10/2023	30.34
10-60-50	366	Zions Bank	202307	Heritage Chrysler Dodge - Truck	07/10/2023	138.62
10-60-56	338	Utah Local Governments Trust	118624	Parks & Rec	07/12/2023	14.12
10-60-60	380	Rocky Mountain Power	202307	Item 15	07/10/2023	15.46
10-60-60	380	Rocky Mountain Power	202307	Item 2	07/10/2023	13.27
10-60-60	380	Rocky Mountain Power	202307	Item 5	07/10/2023	1,147.94
10-60-60	380	Rocky Mountain Power	202307	Item 9	07/10/2023	18.61
10-60-60	380	Rocky Mountain Power	202307	Item 16	07/10/2023	2.79
10-60-65	1061	Marcus Dee & Sons Trucking	777328	2 Load Road Base	06/24/2023	650.00
Total 1060:						2,955.77
Storm Drain						
5360						
53-60-76	193	Lowe's	202307	Stormwater Basin Kit	06/30/2023	13.87
Total 5360:						13.87
Parks & Recreation						
1070						
10-70-16	552	Select Health	231700015609	Health & Dental	06/19/2023	820.49
10-70-16	558	Opticare of Utah	000182113	Vision Monthly Premium July 202	07/01/2023	6.81
10-70-45	141	Intermountain Farmers Associat	1019262437	Lawn Seed Quick Green	06/16/2023	46.99
10-70-56	338	Utah Local Governments Trust	118624	Roads	07/12/2023	43.11
10-70-65	259	Roto Rooter	5079423	Soccer Porta Potty 10-70-65	07/05/2023	163.71
10-70-72	1101	Hancey, Debbie	202307	Pavillion Rental Refund	07/11/2023	50.00
10-70-74	1102	MWSA	202307	Gym Deposit Refund June 19-22	07/03/2023	250.00
10-70-77	380	Rocky Mountain Power	202307	Item 10	07/10/2023	13.79
10-70-77	380	Rocky Mountain Power	202307	Item 11	07/10/2023	11.30
10-70-77	380	Rocky Mountain Power	202307	Item 13	07/10/2023	10.76

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-70-77	380	Rocky Mountain Power	202307	Item 9	07/10/2023	18.61
10-70-77	380	Rocky Mountain Power	202307	Item 16	07/10/2023	2.79
10-70-80	84	Custom Fence Co.	18156	Shop Split	06/30/2023	44.05
10-70-80	133	Thomas Petroleum. LLC	0745678-IN	Parks Gas, Oil, Vehicle Repair	06/27/2023	40.72
10-70-80	133	Thomas Petroleum. LLC	0753709	Parks Gas, Oil, Vehicle Repair	07/11/2023	62.20
10-70-80	133	Thomas Petroleum. LLC	0758765	Parks Gas, Oil, Vehicle Repair	07/17/2023	23.40
Total 1070:						1,608.73
School Building Expenses						
1075						
10-75-77	380	Rocky Mountain Power	202307	Item 17	07/10/2023	89.90
10-75-77	380	Rocky Mountain Power	202307	Item 18	07/10/2023	10.18
10-75-77	380	Rocky Mountain Power	202307	Item 16	07/10/2023	2.79
10-75-77	380	Rocky Mountain Power	202307	Item 16	07/10/2023	2.79
Total 1075:						105.66
Other Expenses						
1090						
10-90-10	633	Freedom Mailing Services	45650	Utility Bill Processing	07/03/2023	66.25
Total 1090:						66.25
Grand Totals:						50,886.20

Mayor: _____

Second Signayure : _____

Dated: _____

Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 07/18/2023,12/06/2023

BIO-WEST, INC.
AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT AMENDMENT is by and between, River Heights City, Utah, hereinafter called "the CLIENT," and BIO-WEST, Inc. (BIO-WEST), 1063 West 1400 North, Logan, UT, 84321; hereinafter called BIO-WEST, who agree as follows:

1. **DECLARATIONS.** The CLIENT PREVIOUSLY ENGAGED BIO-WEST in an agreement for consulting services dated May 13, 2021 to provide professional services that included environmental, technical, and other related services in connection with CLIENT'S project (LOCATION) described as follows: Professional landscape architectural services for the River Heights City Park located at 875 Stewart Hill Drive, River Heights, Utah 84321. Parcel identification # 02-002-0002.

CLIENT desires to expand BIO-WEST's scope of work to include a new phase of work tasks. BIO-WEST has submitted a proposal and fee schedule to CLIENT, a copy of which is attached and made a part hereof for services, and which fee schedule is acceptable to CLIENT.

2. **SCOPE OF WORK.** BIO-WEST shall provide consulting services that may include environmental, technical, and other related services for the above-referenced LOCATION in accordance with Exhibit A provided by BIO-WEST as described in the attached Scope of Work and Composite Fee Schedule, and the "Terms and Conditions" as part of the original agreement.

3. **COMMENCEMENT AND COMPLETION.** The work covered by this Contract shall commence on or before the 1st day of July, 2023, and shall be completed on or before the 31st day of December, 2023, both dates inclusive.

4. **AUTHORIZATION.** This agreement is not binding upon BIO-WEST until it is signed by a duly authorized officer.

EXECUTED THIS _____ day of _____, 2023.

By _____
Client (print or type) Title

By _____
Client (signature)

By _____
BIO-WEST, Inc. (signature) Title



BIO-WEST, Inc.

1063 West 1400 North
Logan, Utah
84321-2291
Ph: 435.752.4202
Fx: 435.752.0507
www.bio-west.com

Exhibit A: Scope of Work and Composite Fee Schedule

July 3, 2023

Mr. Chris Millbank
River Heights City Parks and Recreation Department
520 South 500 East
River Heights, Utah 84321

Coastal Ecology
and Marine Biology

Environmental
Analysis
and Permitting

Geology/
Hydrogeology
and Remediation

Fisheries and Aquatic
Ecology

GIS Analysis
and Planning

Landscape
Architecture
and Environmental
Planning

Vegetation Resources

Watershed Sciences

Wetland Resources

Wildlife Resources

Subject: Proposal for the River Heights Stewart Hill City Park Phase 2 Project Landscape Architect Services

BIO-WEST, Inc. (BIO-WEST) is pleased to provide you with this proposal for project design development, construction plans and documents, and construction administration services work on Phase 2 of the River Heights Stewart Hill City Park.

The following details our approach, timeline, and fees associated with this phase of the project, as requested. A total not to exceed fee is provided at the end of this document.

Project Approach

Specific design elements that are a priority for implementation as part of this scope of work include: developing design and supplier coordination for the proposed restroom building and for the proposed pavilion structure including lighting plans; preparing construction documents for the proposed restroom building, pavilion structure, surrounding hardscape, and trail; and providing construction administration services as per the conversation with River Heights City on June 28, 2023.

Task 1. Facilitate Project Coordination and Management

The BIO-WEST Project Team will facilitate regular project management meetings, monthly or as necessary, with appropriate River Heights City staff to address project issues, develop design drawings, and coordinate program schedules. Project management activities, such as coordination with BIO-WEST Project Team members, budget tracking, and invoicing, are included in this task.

Task 2. Facilitate Design Development of Proposed Phase 2 Site Items

The BIO-WEST Project Team will facilitate further design development of the proposed construction items for Phase 2 of the project, including the restroom building, pavilion structure, associated hardscape and lighting, and the concrete trail. The BIO-WEST Project Team will coordinate with site amenities suppliers to effectively communicate design intent and to resolve potential barriers to the proposed design(s). The design development phase will be developed to the 30 percent level of completion for construction plans and details. BIO-WEST will assist the City in choosing the most cost effective and quality site items. Up front coordination with these suppliers will be important to ensure that any potential concerns or requirements are met.

Task 3. Prepare Construction Documents and Perform Bidding Assistance

Under this task the BIO-WEST Project Team will create all construction documents necessary to effectively communicate design intent and construction requirements to



potential contractors. It is anticipated that the construction documents package will include an existing conditions plan, site layout plan, construction details, technical specifications, and probable construction cost estimate. All plans and details will be prepared in AutoCAD Civil 3D 2022 format. Preliminary construction documents will be compiled and presented to the City at the 60 percent completion stage. Following a 60 percent design review, the construction documents will be organized into a complete bid set and delivered to City staff for a 100 percent review.

Following the 100 percent design review, the construction drawings, and technical specifications will be organized into a bid package ready for bidding. The BIO-WEST Project Team will provide City staff an electronic copy of all final design drawings, construction documents, and technical specifications. The BIO-WEST Project Team will respond to contractor questions, issue any necessary addendums, and attend the pre-bid meeting.

Task 4. Facilitate Construction Administration Services

The BIO-WEST Project Team will participate in the pre-construction meeting and the weekly on-site construction meetings, as necessary. The purpose of the site inspections will be to routinely observe, monitor, and evaluate works in progress and identify and solve potential problems. The BIO-WEST Project Team representative will maintain thorough documentation of each site visit and will submit regular site reports to City staff on a weekly basis or as directed. The BIO-WEST Project Team representative will respond to construction submittals and RFI's; assist the City in preparing change orders; and prepare substantial and final completion construction punch lists. At the completion of project construction, the BIO-WEST Project Team will provide a comprehensive set of as-built drawings in electronic AutoCAD and PDF format.

BIO-WEST Project Team Assumptions

- The BIO-WEST Project Team representative will attend no more than 4 weekly construction site visits throughout the duration of active construction. The City agrees to amend the design team scope of work and fee schedule if additional construction site visits are required.
- The City's Engineer, Forsgren Associates, will be responsible for advertising the contract documents to potential bidders, facilitating the contractor bidding process, collecting, and summarizing contractor bids, and facilitating the contracting process with the selected contractor.

BIO-WEST Project Team Schedule and Fees

The BIO-WEST Project Team has developed a project schedule that will assure the earliest possible delivery while guaranteeing a supreme work product. The BIO-WEST Project Team proposes to meet at least monthly with River Heights City staff over the duration of the project. Monthly project progress reports will be prepared and submitted to City staff. Figure 1 shows the BIO-WEST Project Team's proposed monthly schedule by task for the project.

Figure 1. Proposed Schedule for the River Heights Stewart Hill City Park Phase 2 Project Landscape Architect Services

PROJECT TASK	DATE					
	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023
Task 1: Facilitate Project Coordination and Management	[Redacted]					
Task 2: Facilitate Design Development of Proposed Phase 2 Site Items	[Redacted]					
Task 3: Prepare Construction Documents and Perform Bidding Assistance Services		[Redacted]				
Task 4: Facilitate Construction Administration Services				[Redacted]		

BIO-WEST Project Team Fee

BIO-WEST proposes a not-to-exceed fixed services fee of \$13,309.69

You have our commitment to provide River Heights City with the necessary resources and expertise to meet the project requirements. We are willing to enter into an extension of our Professional Services Agreement with the City as outlined in the original SOQ.

If you have any further questions regarding our proposal or the other items discussed above, please do not hesitate to call me at 435-752-4202 or e-mail me at sdavenport@bio-west.com.

Sincerely,



Sandy Davenport, ASLA
BIO-WEST, Inc.

BIO-WEST, Inc.
COMPOSITE FEE SCHEDULE

3-Jul-23

River Heights Stewart Hill City Park Phase 2 Project
Design Development and Construction Documents

LABOR:

Position	Employee	Rate	Tasks				Total Hours	Cost
			1	2	3	4		
Principal / Project Manager	C. Sands	\$174.56	2	2	4	8	16	\$ 2,792.96
Landscape Architect	S. Davenport	\$117.91	12	8	40	16	76	\$ 8,961.16
CADD / GIS Specialist	A. Crookston	\$88.81		4	8		12	\$ 1,065.72
Administrative Assistant	J. Golden	\$73.50	1	1	1	1	4	\$ 294.00
Total Hours			15	15	53	25	108	
Total Labor			\$1,837.54	\$1,721.14	\$6,198.62	\$3,356.54	\$13,113.84	\$ 13,113.84

OTHER DIRECT COSTS:

Printing / Copying	\$ 25.00	\$ 25.00	\$ 50.00	\$ 50.00	\$ 150.00
Mileage @ \$0.655/mi	\$ 6.55	\$ 6.55	\$ 6.55	\$ 26.20	\$ 45.85
Total Other Direct Costs:	\$ 31.55	\$ 31.55	\$ 56.55	\$ 76.20	\$ 195.85

TOTAL COST:

\$1,869.09 \$1,752.69 \$6,255.17 \$3,432.74 \$ 13,309.69

Task 1 - Project Coordination and Management

Task 2 - Design Development Phase 2 Items

Task 3 - Construction Documents

Task 4 - Facilitate Construction Administration Services

CONTRACTOR'S AGREEMENT

FOR: **500 EAST WATER LINE REPLACEMENT PROJECT**

THIS, made and entered into this _____, by and between RIVER HEIGHTS CITY; hereinafter referred to as "OWNER" and _____ AAA Excavation Inc. _____ in, and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is: _____ 1650 N 170 W, Willard, UT 84340 _____.

WITNESSETH: WHEREAS, Owner intends to have Work performed to improve and upgrade its culinary water system in accordance with the **500 EAST WATER LINE REPLACEMENT PROJECT** construction documents.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

The project generally includes the installation and construction of new 8" C900 PVC water line in 500 East between River Heights Blvd and 400 S. with connection to the existing 8" water lines and construction of valves, bends, services, and restoring disturbed surfaces including roadways, sidewalks, and landscaping.

NOW, THEREFORE, Owner and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by Forsgren Associates, Inc. for the said project.

All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials, and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of Owner or its authorized representative. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The Owner agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of Eighty-eight thousand one hundred and 96/100 Dollars (\$88,100.96), which is the base bid and which sum also includes the cost of a 100 % Performance Bond and a 100 % Payment Bond as well as all insurance requirements of the Contractor. **Said bonds have already been posted by the Contractor pursuant to State law.** The required proof of insurance certificates have been delivered to Owner in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be **Substantially Complete within sixty (60) calendar days** after the date of the Notice to Proceed. Contractor agrees to pay liquidated damages in the amount of \$ 150.00 per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the Owner for delay only; (b) is provided for herein because actual damages cannot be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the Owner from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor or Subcontractor at any tier, against the Owner for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the Owner or its officers, employees or agents, except as provided in

Article 8 of the General Conditions. The Contractor may receive an extension of time in which to complete the Work under this Contractor's Agreement, as provided in Article 8 of the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, Specifications, and Addenda and Modifications. The Contract Documents shall also include the Bid Schedule submitted by the Contractor, to the extent not in conflict therewith.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The Owner agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the Engineer, for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the Owner invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to safeguard and protect such equipment or materials and is responsible for the safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the Owner may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without Owner's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the Owner that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been paid or that arrangements have been made for such payment. Final Payment will be made without unnecessary delay after receipt of said evidence and final acceptance of the Work by the Owner.

Contractor shall respond immediately to any inquiry in writing by the Owner as to any concern of financial responsibility and Owner reserves the right to request any waivers or releases from Contractor in regard to any rights of Subcontractors at any tier or any third parties prior to any payment by Owner to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof for such additional labor or materials has been executed. The Owner specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with Article 9 of the General Conditions.

ARTICLE 9. DISPUTES. If disputes arise regarding the value of any Work performed, or any Work omitted, or of any extra Work which the Contractor may be required to perform, or respecting any other elements involved in this Contractor's Agreement, said dispute shall be resolved in accordance with Article 4 of the General Conditions.

ARTICLE 10. TERMINATION. This Contractor's Agreement may be terminated in accordance with Article 14 of the General Conditions.

ARTICLE 11. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The Owner may withhold from payment to the Contractor such amount as, in Owner's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The Owner may apply such withheld amounts for the payment of such claims in Owner's discretion. In so doing, the Owner shall be deemed the

agent of Contractor and payment so made by the Owner shall be considered as payment made under this Contractor's Agreement by the Owner to the Contractor. Owner shall not be liable to the Contractor for any such payment made in good faith. Such payments may be made without prior determination of the claim or claims.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with Subparagraph 3.14, "Indemnification", of the General Conditions.

ARTICLE 13. ASSIGNMENT OF CONTRACT. The Contractor shall not assign the Contract without the prior written consent of the Owner, nor shall the Contractor assign any moneys due or to become due as well as any rights under the Contract, without prior written consent of the Owner.

The Contractor and Owner for themselves, their heirs, successors, executors, and administrators, whichever may be applicable, hereby agree to the full performance of the Contract Documents.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the Owner to cooperate with the Engineer and utilize the Contractor's best skill, efforts and judgment in furthering the interest of the Owner; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the Owner.

The Owner agrees to exercise best efforts to enable the Contractor to perform the Work in the best and most expeditious manner by furnishing and approving in a timely way, information required by the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and Owner each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. The prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contractor's Agreement on the day and year stated herein above.

ATTEST: (SEAL)

CONTRACTOR:

Secretary of Corporation

Please type/write name clearly

Signature Date

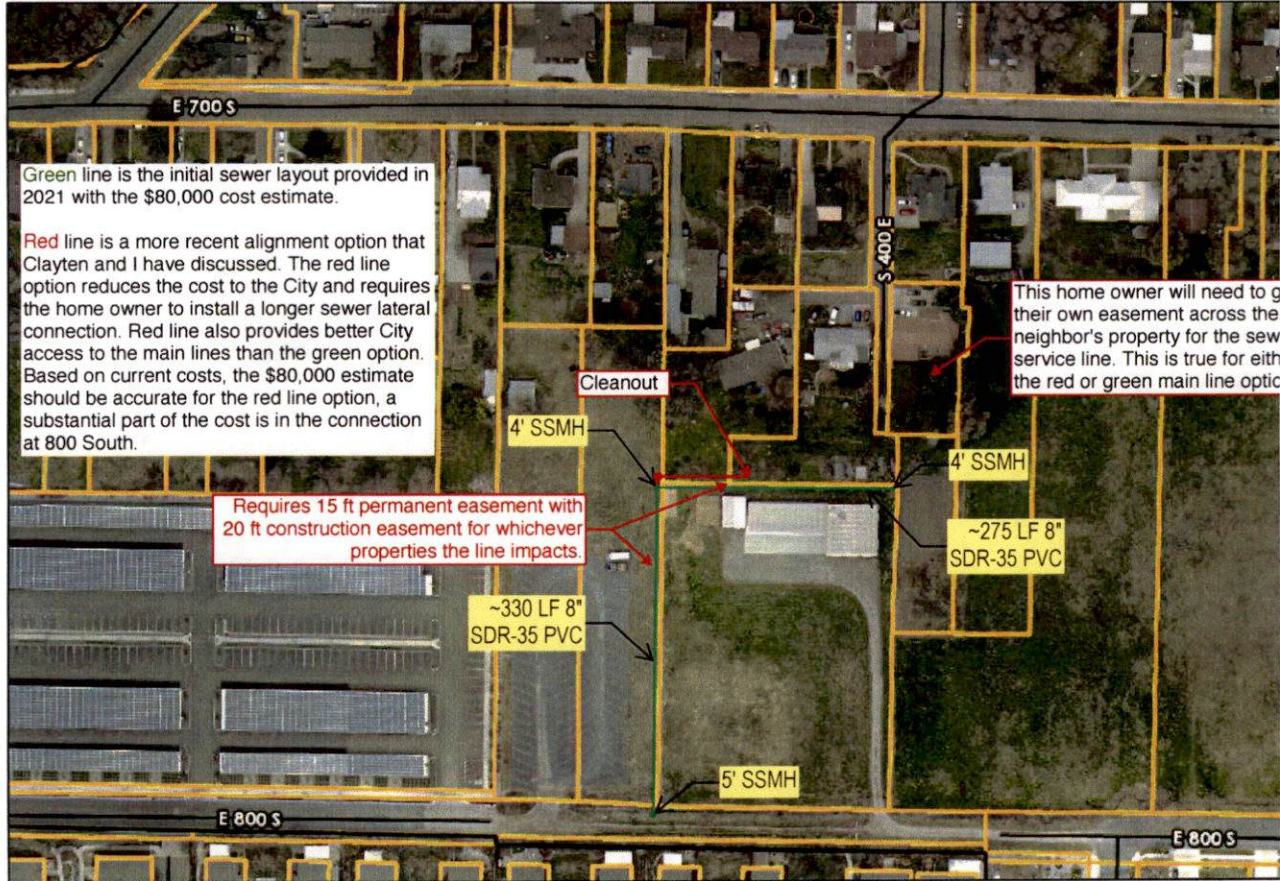
Title:

Please type/write name clearly

RIVER HEIGHTS CITY

Jason Thompson, Mayor

Parcel Map



Green line is the initial sewer layout provided in 2021 with the \$80,000 cost estimate.

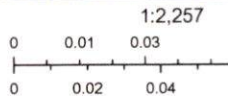
Red line is a more recent alignment option that Clayton and I have discussed. The red line option reduces the cost to the City and requires the home owner to install a longer sewer lateral connection. Red line also provides better City access to the main lines than the green option. Based on current costs, the \$80,000 estimate should be accurate for the red line option, a substantial part of the cost is in the connection at 800 South.

This home owner will need to get their own easement across the neighbor's property for the sewer service line. This is true for either the red or green main line option.

Requires 15 ft permanent easement with 20 ft construction easement for whichever properties the line impacts.

10/18/2021, 1:04:49 PM

- Class B Surface Type — DIRT
- ASPHALT
- GRAVEL
- Cache Parcels UTCACH038042.sid
- Municipal Boundaries
- County Boundary



Maxar, Microsoft

ORDINANCE 4-2023

AN ORDINANCE PROVIDING FOR THE COMPENSATION OF ELECTED AND STATUTORY OFFICERS OF RIVER HEIGHTS CITY

NOW, THEREFORE, BE IT ORDAINED BY THE RIVER HEIGHTS CITY COUNCIL THAT:

1. **Repealer.** All previous salary of compensation ordinances regarding elected and statutory officers hereby are repealed.
2. **Compensation.** The monthly compensation of the elected and statutory officers shall be as follows:

Mayor:	\$1,000.00
Council Members:	\$400.00
Council Member Over Zoning:	\$500.00
Treasurer:	\$26.20/hr
Recorder:	\$29.87/hr

3. **Payment.** The treasurer shall pay each elected official and the Finance Director monthly. All other statutory officers will be paid bi-weekly. Payments will be by automatic deposit or by delivery of a check drawn on the municipal checking account.
4. **Per Diem.** Each member of the governing body shall receive mileage and per diem for all trips approved by the governing body according to the schedules adopted by the Utah Department of Finance.
5. **Effective Date:** July 1, 2023

Adopted this 18 day of July 2023.

Jason Thompson, Mayor

Attest:

Sheila Lind, Recorder

5 AFFORDABLE HOUSING

5.1 MODERATE-INCOME HOUSING PLAN

The availability of moderate income housing is an issue of City-wide concern. To this end River Heights City should strive toward a reasonable opportunity for a variety of housing, including moderate income housing, to meet the needs of people desiring to live in River Heights. At publication of this document, the availability and affordability of housing in Cache Valley, including River Heights, is a major issue that has a profound impact on individual household budgets and the broader local economy. Housing is considered affordable when a household spends no more than 30% of available income on housing-related expenses (Rent/mortgage and utilities). Moderate-income housing is affordable to households which earn below 80% of the area median income (AMI).

Although growth is projected to continue in River Heights, areas for new growth are relatively limited. River Heights is relatively small, with a land area of only six-tenths of a square mile. Annexation of adjacent undeveloped land is limited because the city is landlocked by Logan City to the west, north and east; Providence City borders River Heights to the South. Most open land in River Heights has been built upon and developed into single family residential (R-1) zones. Although approximately 132 acres remain undeveloped, most of this land exists in small non-contiguous lots within existing residential zones. However, the city will strive to ensure that existing supply of moderate-income housing is preserved and that as the community grows, there is the appropriate level of housing options to meet the need of future residents.

The plan must address the following five issues:

This plan projects assesses the need for affordable housing by addressing with the following data:

1. An estimate of the existing supply of moderate-income housing ~~located within the municipality;~~
2. An estimate of the need for moderate income housing ~~in the municipality~~ for the next five years as revised annually;
3. A survey of total residential zoning;
4. An evaluation of how existing zoning densities affect opportunities for moderate income housing; and
5. A description of the municipality's program to encourage an adequate supply of moderate income housing. Affordable Housing Goals and Recommendations to ensure that existing and future residents of River Heights have a reasonable opportunity to obtain affordable housing.

Moderate income housing is defined by the Utah State Code as: "...housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income..." of River Heights residents.

5.1.1 Existing Supply of Moderate-Income Housing

The median income for a household in River Heights is \$53,750. The average household in River Heights has 3.3 people. These figures are from the 2000 census report, the latest year for which this data is available.

As reported in the 2000 census, River Heights has 493 total housing units in the city. These accommodations were divided as follows: 479 occupied; 380 owner-occupied houses; 74 rental units.

The 2000 census estimated River Heights has 463 single family homes. If more than 30% of a household's income is spent on housing, funds for other necessities such as food, transportation, and health care may be insufficient. Therefore, the maximum amount that should be spent for housing (maximum monthly rent or mortgage plus utilities) for the households with less than 80% of the median income would be \$1,075. As of the 2000 census report approximately 25% of the housing in River Heights cost less than \$1,075 per month.

River Heights currently has 680 dwellings billed for utilities, with approximately 715 housing units located within the city¹. Approximately 27% or 184 of these dwellings are older homes located in the center of the city. Most of these homes were built before 1950, are smaller and generally more affordable. A number of these houses are rented or have apartments within them. To preserve the supply of moderate-income housing opportunities in such older homes, the city should refer eligible homeowners to programs administered by Bear River Association of Governments (BRAG)² to finance repairs.

Approximately 4% or 25 dwellings in River Heights are apartments with 2-5 units¹. Almost 15% of housing in the City is renter-occupied with the remainder being owner-occupied. Median gross rent was \$867 as of 2019* and increasing annually.

The State of Utah's Five-Year Housing Projection Calculator estimates housing need primarily based upon US Census Bureau American Community Survey data. According to this calculator, there are currently 130 units affordable to those earning below 80% AMI with 105 renter households earning below 80% AMI, suggesting that there is generally not a gap in affordable rental opportunities for those currently residing in River Heights. However, in lower income brackets (below 50% AMI), there is a gap between **shortage of** available and affordable units and households, suggesting that some households may need subsidies to afford housing costs. In addition, housing is becoming increasingly less affordable which is contributing to an increasing gap in affordable and available housing.



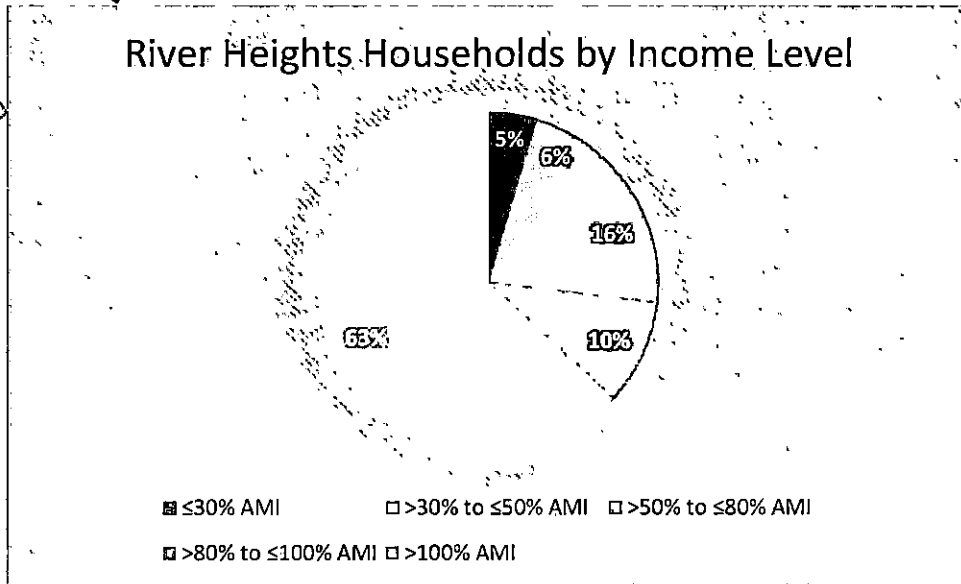
5.1.2 Estimated Need of Moderate-Income Housing over the Next Five Years

River Heights' population in 2000 was 1,495. Based on the recent growth rate of 1.0% per year, River Heights will add 165 citizens by 2010 increasing the population to approximately 1,660 persons. This equates to 50 new households since 2000 based on an average household size of 3.3 individuals (as per current population estimates).

The Utah Department of Community and Economic Development developed a mathematical computer model to estimate the existing and projected affordable housing needs for a municipality. The computer model uses a spreadsheet program to make descriptive statistics, as provided by the State, to estimate the affordable housing needs. Inputs to the model included the number of houses in River Heights, the number of rental units, the monthly housing costs as a percentage of income, the number of new houses built, income distribution, population projections, housing stock assumptions, and mortgage assumptions.

The findings of that model indicated there was a sufficient supply of affordable housing for households earning 80% of the median income at the time.

As noted in Chapter 1, the current population of River Heights, as of 2020 was 2,156. Should growth continue at the projected rate of 1.3% per year, River Heights will add approximately 30 people per year increasing the population by 149 to approximately 2440 by the year 2025. Based on an average household size of 3.19 individuals (*as per current population estimates) this equates to an increase of approximately 47 new households by the year 2025. Approximately 27% of households within River Heights earn below 80% of the Area Median Income. Assuming that new households have the same income distribution and household size as the current population, at least 13 additional housing units should be affordable to low and moderate-income households by the year 2025.



5.1.3 Survey of Total Residential Zoning

River Heights is a community of mostly single-family homes, with a few twin homes and apartment units. The zones in which residential living is most likely are R-1-8, R-1-10, R-1-12 and Mixed Use. Within residential zones there is an allowance for Planned Unit Developments which would effectively increase residential housing density. River Heights also has a small Agricultural zone.

Historically River Heights has been a residential community of primarily single-family homes, with a few twin homes and apartment units. As cited in 5.1.1, there are 680 housing units billed for utilities. These dwellings are in residential zones designated as R-1-8, R-1-10 and R-1-12. Within some areas of River Heights, there is an allowance for Planned Unit Developments which allow for an increase in residential housing density and some diversity of housing types, in exchange for the provision of open space and supportive amenities. River Heights also has a small Agricultural zone.

Current land use in River Heights divides into the following approximate percentages: 82% R 1 Residential or Parks and Recreation; 15% agricultural; and 3% Commercial zone. The small commercial zone has been built out with businesses that provide employment opportunities, however, there are no residential dwellings within the zone.



5.1.4 Effect of Existing Zoning on Opportunities for Moderate Income Housing

It appears from the data received from the model that River Heights zoning densities has allowed for sufficient housing for moderate income families. River Heights is unique due to its small size (approximately ½ square mile area). And although there is a Mixed Use allowance on the west side of town, there are currently no commercial businesses operating which would provide jobs.

Additionally, River Heights is surrounded by the communities of Logan and Providence which currently have excessive low to moderate income apartments available for rent within 80% of the median income. Families making 50% of the median income, who will typically be renters, may be affected by zoning, but may also be impacted by market conditions beyond the control of the City. Families making 30% of the median income will need federal or state government housing assistance and are beyond the scope of zoning influence.

As of 2019 the median income for a household in River Heights was \$71,750₁. The median property value was \$257,600₁. If more than 30% of a household's income is spent on housing, funds for other necessities such as food, transportation, and health care may be insufficient. Therefore, the maximum amount that should be spent on housing (maximum monthly rent or mortgage plus utilities) would be approximately at the following levels based on a \$71,750 median (MI) income.

80% MI = \$57,400: 30% or \$1,435 per month of this income would be available for housing.

50% MI = \$35,875: 30% or \$897 per month of this income would be available for housing.

30% MI = \$21,525: 30% or \$538 per month of this income would be available for housing.

River Heights has a limited number of available rental units, although there are additional rental opportunities in nearby communities of Logan and Providence. River Heights should plan for additional opportunities to develop more affordable rental options within the city to accommodate existing and future residents.

Families making below 80% of the median income, who are more likely be renters, may be affected by the limiting housing opportunities, which restrictive zoning impacts. In general, new single-family housing is not being developed at costs which are affordable to moderate-income households. Families making 30% of the median income or lower often need federal or state government housing assistance, regardless of housing availability. However, allowing for opportunities for a wider variety of housing types, such as duplexes, townhomes, and patio

homes in potential planned unit developments zones will help increase the housing diversity and provide for the projected moderate-income housing need within the community.

5.1.5—Program to Encourage an Adequate Supply of Moderate-Income Housing

(See Affordable Housing Goals and Policies below)

5.2 AFFORDABLE HOUSING GOALS AND RECOMMENDATIONS STRATEGIES

~~5.2.1 Goal: Provide moderate- and low-income home ownership opportunities.~~

~~—— Policy: Support the Bear River Association of Governments' existing low-income home buyer programs.~~

~~5.2.2 Goal: Assist low-income homeowners in financing home repairs.~~

~~—— Policy: Help low-income homeowners secure minor and major home repair loans from the Bear River Association of Governments (BRAG). BRAG can make minor repair loans; they also have a program for making loans for major home repairs.~~

~~5.2.3 Goal: Maintain the supply of affordable housing units~~

Policies:

- ~~1. Retain the R-1-8 zone which allows single family homes on lots of 8,000 square feet.~~
- ~~2. Continue to allow manufactured homes in the city.~~
- ~~3. Allow owners who occupy their home to rent their basement or similar apartments in the same home.~~

5.2.1 Goal: Provide moderate- and low-income home ownership and rental opportunities for existing and future residents.

Strategies:

1. Inform prospective residents of the Bear River Association of Governments' existing low-income home buyer programs. Please visit: <http://brag.utah.gov/housing/>
2. Support the creation of Planned Unit Developments in dispersed areas of the city in close proximity to services and supportive infrastructure.
3. Allow owners who occupy their home to rent their basement or similar apartments in the same home.
4. Continue to allow property owners to rent homes throughout the city.
5. Allow Accessory Dwelling Units (ADU) contingent upon lot size, setbacks, off street parking, owner occupation of primary residence.

5.2.2 Goal: Preserve existing supply of attainable housing by assisting low-income homeowners in financing home repairs.

Strategy:

Inform prospective homeowners about minor and major home repair loans from the Bear River Association of Governments (BRAG). BRAG can make minor repair loans; they also have a program for making loans for major home repairs. Please visit: <http://brag.utah.gov/housing/>

5.3 REFERENCES

1. 2019 American Community Survey 5-year Estimates
2. Bear River Association of Governments - <http://brag.utah.gov/housing/>

6 APPENDICES

6.1 APPENDIX A GEOLOGY OF RIVER HEIGHTS

River Heights lies on Quaternary units that were deposited in the deltas, shorelines, and the lake bottom of Lake Bonneville (16,000 to 15,000 years ago). The River Heights City center lies on deltaic deposits from the younger, Provo shoreline of Lake Bonneville (14,500 to 13,500) years ago. Quaternary deposits east of River Heights include alluvial stream and fan deposits near the mountain front.

The mountain front of the Bear River Range east of River Heights formed by the East Cache Fault, is an active normal fault which is approximately 48 miles long. This fault forms the boundary between Cache Valley and the Bear River Range. Although this fault runs through parts of Logan City and is visible on the fairways of the Logan Golf and Country Club, it is east of River Heights near the base of the mountains.

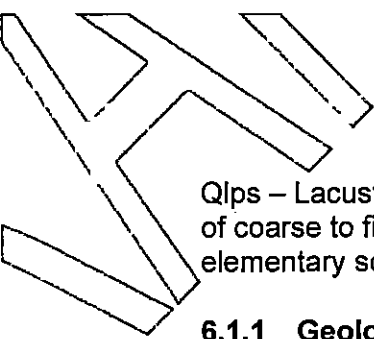
A study by Evans, McCalpin, and Holmes, Department of Geology, Utah State University, published in 1996 states that geologic hazards in this area include flooding, mass wasting, and earthquakes. That same study, however, indicates that River Heights is on ground with few geological hazards, with the exception of earthquakes.

River Heights is on four Quaternary units:

Qal – Clast-supported pebble and cobble gravel in a matrix of sand, silt, and minor clay, with thin sand lenses; located on modern floodplains and low terraces. This area covers the Riverdale section of the city.


Qlf – Undivided fine-grained Lake Bonneville deposits. This is a small section in River Heights east of 700 South, below Summerwild Avenue.

Qlpd – Deltaic deposits related to the Provo and younger shorelines - Clast supported pebble and cobble gravel in a matrix of sand and minor silt, with thins, sand beds; mostly deposited at the time of the Bonneville flood. This area covers most of the City's center, surrounding the city office building and the area surrounding the Providence cemetery.



Qlps – Lacustrine sand and silt related to Provo and younger shorelines - Nearshore deposits of coarse to fine sand, silt, and minor clay. This area covers the area surrounding the new elementary school.

6.1.1 Geologic Hazards



None of these Quaternary units, as discussed by Evans, McCalpin, and Holmes, are said to be unsuitable to build on. Further, no problem soils (soils with large amounts of clays that have a high shrinking-swelling potential due to hydration and drying) were found during their investigation (Evans, McCalpin, & Holmes, 1996).

6.1.1.1 Mass Wasting

It is important to note, however, that other Quaternary units near River Heights are unsuitable for building due to a potential for mass wasting. This is a process in which rock, soil, and debris move down slope under the influence of gravity. Mapped complex slope failures are located on both sides of the Logan River where steep slopes of fine-grained Lake Bonneville deposits have failed. This zone exists along the north and south sides of the Logan River for about two miles downstream from the mouth of Logan Canyon. The northern boundary of River Heights is close to this zone.

The Evans and McCaplin study also says that alluvial fans are potential hazard sites. Several alluvial fans are east of River Heights, closer to the mountains.

6.1.1.2 Earthquakes

Because River Heights (and all of Cache Valley) is close to the East Cache Fault, which is an active fault, all of Cache Valley is at risk for an earthquake. Ground shaking due to earthquakes may pose a significant risk to River Heights.

6.1.1.2 Flood Hazards

Flood hazards in River Heights could occur along the Logan River in the Riverdale area or along Spring Creek. Determination of future flood risk is "notoriously poor" for canyon mouths in Utah. Melt-induced floods and peak discharges for the Logan River occurred May 24, 1907 (2,480 cfs) and May 31, 1984 (1,980 cfs). (Evans, McCalpin, & Holmes, 1996).

6.2 APPENDIX B BIRD SPECIES FOUND ALONG AND NEAR THE LOGAN RIVER CORRIDOR IN RIVER HEIGHTS

Species	Residency
American Kestrel (<i>Falco sparverius</i>)	year round
American Dipper (<i>Cinclus mexicanus</i>)	year round
<u>American Robin (<i>Turdus migratorius</i>)</u>	<u>year round</u>
Bald Eagle (<i>Haliaeetus leucocephalus</i>)*	winter
Belted Kingfisher (<i>Ceryle alcyon</i>)	year round
<u>Black-billed Magpie (<i>Pica pica</i>)</u>	<u>year round</u>
Black-headed Grosbeak (<i>Pheucticus melanocephalus</i>)	migrating
Cooper's Hawk (<i>Accipiter cooperii</i>)	migrating
<u>European Starling (<i>Sturnus vulgaris</i>)</u>	<u>year round</u>
Fox Sparrow (<i>Passerella illaca</i>)	migrating
Great Horned Owl (<i>Bubo virginianus</i>)	year round
Hermit Thrush (<i>Catharus guttatus</i>)	year round
House Wren (<i>Troglodytes aëdon</i>)	migrating
MacGillivray's Warbler (<i>Oporornis tolmie</i>)	migrating
<u>Mallard (<i>Anas platyrhynchos</i>)</u>	<u>year round</u>
Northern Goshawk (<i>Accipiter gentilis</i>)	winter
<u>Northern Flicker (<i>Colaptes auratus</i>)</u>	<u>year round</u>
Red-tailed Hawk (<i>Buteo jamaicensis</i>)	year round
Rough-legged Hawk (<i>Buteo lagopus</i>)	winter
Rufous-sided Towhee (<i>Pipilo erythrophthalmus</i>)	year round
Sharp-shinned Hawk (<i>Accipiter striatus</i>)	migrating
Swallow species	migrating and year round
Townsend's Solitaire (<i>Myadestes townsendi</i>)	winter
Western Screech-Owl (<i>Otus kennicottii</i>)	year round
Western Tanager (<i>Piranga ludoviciana</i>)	migrating
White-breasted Nuthatch (<i>Sitta carolinensis</i>)	winter
White-crowned Sparrow (<i>Zonotrichia leucophrys</i>)	migrating
Wilson's Warbler (<i>Wilsonia pusilla</i>)	migrating

Yellow Warbler (<i>Dendroica petechia</i>)	migrating
Yellow-breasted Chat (<i>Icteria virens</i>)	migrating
Yellow-rumped Warbler (<i>Dendroia coronata</i>)	migrating

*Two bald eagles have had a winter roost along the Logan River, in River Heights, since 1989. Bald eagles are listed as a threatened species, in Utah, on U.S. Fish and Wildlife Service's endangered species list. The eagles arrive in November and leave in March.

6.3 APPENDIX C PLANT SPECIES FOUND ALONG THE LOGAN RIVER

Common Name	Botanical Name
<u>Bebb Willow</u>	<i>Salix bebbiana</i>
<u>Black Hawthorn</u>	<i>Crataegus douglasii</i>
Choke Cherry	<i>Prunus virginiana var. melanocarpa</i>
Dogwoods	<i>Cornus sericea</i>
Fremont Cottonwood Trees	<i>Populus fremontii</i>
<u>Golden Currant</u>	<i>Ribes aureum</i>
<u>Other Willow species</u>	<i>Salix spp.</i>
<u>Peachleaf Willow</u>	<i>Salix amygdaloides</i>
<u>Plains Cottonwood</u>	<i>Populus deltoides</i>
Sandbar Willows	<i>Salix exigua</i>
<u>Thinleaf Alder</u>	<i>Alnus incana var. tenuifolia</i>
Water Birch Trees	<i>Betula occidentalis</i>
Wild Rose	<i>Rosa woodsii</i>
<u>Yellow Willow</u>	<i>Salix eriocephala</i>

6.4 APPENDIX D MAPS

- 10.4.1 City Boundary Map
- 10.4.2 General Plan Land Use Map
- 10.4.3 General Plan Land Use and Sensitive Area Map
- 10.4.4 Transportation Master Plan Map
- 10.4.5 Trail and Park Master Plan Map
- 10.4.6 Annexation Declaration Map (for reference only)