

River Heights City

River Heights City Council Agenda

Tuesday, September 19, 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 (Milbank)

Adoption of Previous Minutes and Agenda

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

Public Comment

Presentation by New Cache County Public Schools Superintendent, Todd McKee

Little Lambs Foundation Presentation, Julie Cook

Public Hearing to Accept An Ordinance Adopting Provisions for the Collection of Waste Within City Limits

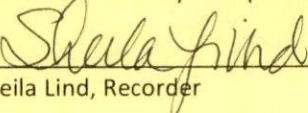
Award Bid for 700 South Intersection Widening

Discuss Greenwaste in River Heights for 2024

Review and Approve Franchise Agreement with All West/Utah, Inc (Fiber)

Adjourn

Posted this 15th day of September 2023



Sheila Lind, Recorder

To join the Zoom meeting:

<https://us02web.zoom.us/j/86306291092>

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 September 19, 2023

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7 Present: Mayor Jason Thompson
8 Council members: Sharlie Gallup
9 Tyson Glover
10 Janet Mathews
11 Chris Milbank
12 Blake Wright
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14 Recorder Sheila Lind
15 Public Works Director Clayton Nelson
16 Treasurer Michelle Jensen
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18 Others Present: Tim Smith, Scott Rigby, Ted Chalfant, Noel Cooley, Heather
19 Lehnig, Cindy Schaub, electronic
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22 The following motions were made during the meeting:

24 Motion #1

25 Councilmember Milbank moved to “adopt the minutes of the council meeting of September 5,
26 2023 with one change, and the evening’s agenda.” Councilmember Glover seconded the motion, which
27 passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.
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29 Motion #2

30 Councilmember Glover moved to “pay the bills as listed. Councilmember Wright seconded the
31 motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.
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33 Motion #3

34 Councilmember Milbank moved to “Accept Ordinance 5-2023, An Ordinance Adopting Provisions
35 for the Collection of Waste Within the City Limits.” Councilmember Wright seconded the motion, which
36 carried with Gallup, Milbank, Mathews, and Wright in favor. Glover opposed.
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38 Motion #4

39 Councilmember Glover moved to “award the bid for the 700 South intersection widening to Staker
40 Parson, in the amount of \$60,257.” Councilmember Milbank seconded the motion, with Gallup, Glover,
41 Mathews, Milbank, and Wright in favor. No one opposed.
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Proceedings of the Meeting:

The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the River Heights City Building on Tuesday, September 19, 2023, for their regular council meeting.

Pledge of Allegiance and Opening Thought: Councilmember Milbank gave a thought.

Adoption of Previous Minutes and Agenda: Minutes for the September 5, 2023, meeting were reviewed with one change made.

Councilmember Milbank moved to “adopt the minutes of the council meeting of September 5, 2023 with one change, and the evening’s agenda.” Councilmember Glover seconded the motion, which passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

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

Mayor Thompson

- Logan City made a formal request for the COG to repurpose the overage funds from the 700 South 100 East street light project for modifications which River Heights is doing on 700 South. He is on the executive committee, who will make the decision. He won't be involved, but guessed they would decide to allow the repurpose of funds. Councilmember Glover said the overage on the project would be \$50,000-60,000. The mayor said the request to the COG was for 'up to \$60,000.' He reminded that the funds were granted with the stipulation of a match. If the request were granted, River Heights would need to pay their share and not have Logan City cover funds being used by River Heights.
- The 500 East water line had been completed. The final payment would be approved tonight.
- He discussed Councilmember Glover's options for his council seat during his military leave. He can take a military leave of absence. If the absence goes beyond 400 days he would need to resign, which wasn't the case because his leave was scheduled for one year (365 days). In this case, the decision would be up to Mr. Glover.
- He heard back from the attorney regarding the need for bids exceeding \$7,500. Procurement laws apply whether the council approves a project or not. They still need to follow the law which requires them to receive bids for projects over \$7,500.
- He discussed drainage improvement projects and the email he received from the city engineer with a list of the areas that could be addressed. The last excessive storms brought to light some areas that could use some improvements.

Recorder Lind

- All Tech sent out another test phishing email this month. She complimented everyone for not clicking on the link.
- She thanked the council for approving her new desk. It has made her life much better to be able to stand and work as needed.

Wright didn't have anything to report.

Councilmember Gallup

- The Lions Club wanted to give their excess money to the city to fund the ambassadors. They requested they get a certain amount per year, over several years.
- She asked for service projects ideas for next year (for the ambassadors).

Councilmember Glover

- He reminded them that they had put aside \$100,000 in the Capital Improvement budget for the 500 East road repair project. The water line project didn't cause as much damage to the road as they thought it would. He formally requested that they make a budget adjustment to rename the

500 East road project in a way that would allow them to allocate a certain amount to the 700 South project and the rest to go towards drainage improvements. He elaborated on the 700 South project and showed a drawing. Logan City was installing a traffic signal. They planned to create a right and left turn lane on the road, west of the intersection, and he recommended the same on the River Heights (east) side. Currently there isn't enough asphalt on the River Heights side. Part of the project would be to increase the asphalt and taper it to the intersection. Staker Parson would be awarded the bid for this project in the amount of \$60,000. If the COG money comes in, it will cost the city \$10,000-15,000, which would leave \$85,000 in the Capital Projects for drainage issues.

The mayor added that they realized the asphalt didn't need to be redone on the 500 East water project, which left some extra money. He noted he was feeling uneasy about the amount of all the capital projects and wanted to back off by \$150,000.

- He elaborated on the drainage issues: The two worst spots during the storms have been the Boulevard at 500 East, and the area where Orchard Dr and the Boulevard meet. He discussed the two-dollar stormwater fee the city collects each month from residents, which has brought in \$20,000 per year. Each year it wasn't used it was rolled into the general fund since it wasn't ever enough to do a project. With the recent set up of a stormwater enterprise fund, the city will be able to build it up over the years. He asked if they could have designs drawn up for the two projects he mentioned so when funding was available, they would be ready to bid.
- He asked the council to accept his resignation as of October 12 due to his one-year military leave. He felt it would be in the best interest of the city to have a council member who would serve out the rest of his term rather than only for a year and him return for the final year. He was interested in passing on some things to the person who would take his place, to allow for a smooth transition. The mayor asked him to submit his resignation in writing. He also thanked him for his service to the city, as well as in the military.

Discussion was held on the processes of replacing Councilmember Glover. The city would need to advertise. Those interested would let the city know. At the October 17 council meeting the council members would vote for their choice.

Councilmember Mathews

- The lower well trusses came in the wrong size. They reordered and the roof should be done by the weekend. They have 3 more weeks of work on the project.
- 500 East water line. There was a large longitudinal crack that had opened in the asphalt about 3 feet outside of the expected trench line, which resulted in more asphalt being removed and replaced. They also adjusted the fire hydrant line by replacing the 4" line to a 6," which is required by law.

Councilmember Milbank

- New park. Biowest had already drawn up the plans for the pavilion and restroom for Romtec to construct, however, the city would need to put these projects out to bid. In the meantime, the place doesn't look very good. He felt the buildings should be reserved for phase 3. Phase 2 could be the sprinkler system, grass, and sidewalk. Some of the items could get done this fall and then finish up in the spring.

The mayor liked the idea of making the park workable now and adding things as the city had the money. He felt they should consider if they even want to install a restroom in this area. There are problems that come with restrooms. Milbank agreed and felt a pavilion might be next.

135 The mayor asked where the piles of dirt came from that are currently in the area. PWD
136 Nelson said they are from water leaks. Some of it can be reused. The mayor asked him to put the
137 materials in another place or get rid of it as it comes.

138 Councilmember Wright asked about the final cost. Mr. Milbank was frustrated that
139 BioWest's costs went up a lot on the restroom and pavilion because they hadn't initially included
140 installation. He felt phase 2 would cost around \$200,000 for sod, sprinklers, and sidewalk. He
141 wanted to work with the city engineer from now on. If the city has extra money, they could install
142 picnic tables and benches.

143 The mayor asked for a redesign discussion at the next meeting. He asked Mr. Milbank to
144 get with the city engineer to put together a rough design for alternative phase 2 with a breakdown
145 of all the costs. He'd like to move forward.

146 PWD Nelson said the original plan called for one meter for the whole project. He
147 recommended a second meter so they can run them at the same time, otherwise they would need
148 to run the water 24 hours a day.

149 Mr. Milbank reviewed; they plan to complete the south section of the sidewalk and level
150 the area in preparation for an irrigation system and grass by next summer. The pavilion and
151 restroom will be considered in later phases.

152 Treasurer Jensen

- 153 • She created a report called "Capital Projects Detailed Ledger," which will offer more detail for the
154 council. She will update it before each council meeting and store it in the council folder on the
155 Drive.

156 PWD Nelson

- 157 • He had reached out to RMP to see when they could look at the Beth Price light pole with him. He
158 was waiting for a call back.
- 159 • They were currently replacing fire hydrants.
- 160 • They will soon replace the flagpole.
- 161 • He had received one bid for the 400 East fence, in the amount of \$29,000. The mayor was
162 concerned about impalements on the pole sticking out currently and asked Mr. Nelson to cut
163 them off in the morning.

164 Councilmember Milbank asked to have Lisa Andrus' fence (at the new park property) to be
165 part of the 400 East fence bid.

- 166 • Mr. Nelson was asked about the progress on the Saddlerock lights. He said the electricians
167 haven't gotten the wellhouse done yet. After they are finished, they will work on the Saddlerock
168 lights. The lights were the last thing on the punch needing a contractor. The contractor for the
169 storm drains backed out because it wouldn't work. The mayor asked for a complete punch list by
170 Friday with approximate dates when they can be finished. They discussed sending out an RFP for
171 the punch list and contractors could figure out how to get the projects done. Mr. Nelson said
172 before they send it out for bid they need to figure out specifically what needs to be done for it to
173 work.

174 Pay Bills

- 175 • Treasurer Jensen presented and answered questions concerning the bills to be paid.

176 Councilmember Glover moved to "pay the bills as listed. Councilmember Wright
177 seconded the motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in
178 favor. No one opposed.

170 Public Comment: Noel Cooley commented on the notice he received from Waste Management in
181 the mail. He noted a few things: All trash needs to be bagged before going into the can. Their website
182 gave a lot of details which they haven't informed the residents of. He recommended a calendar for
183 recycling. They also said batteries were not allowed in the trash, so where should they be taken. No one

184 knew.
185 Mayor Thompson said he would hand deliver another notice to residents this weekend with more
186 details.

187 Cindy Schaub noticed they would be discussing the agreement with All West. She asked if the city
188 had entertained other companies. Councilmember Glover said they were the first and only fiber company
189 to approach the city. She discussed a franchise fee and if it would offset the city's costs. The mayor said
there would be no cost to the city.

190 Presentation by New Cache County Public Schools Superintendent, Todd McKee: Mayor
191 Thompson welcomed Tim Smith, Assistant Cache County Superintendent and said he had been very
192 impressed with Superintendent McKee and his staff.

193 Tim Smith said Dr. McKee regretted he couldn't attend the meeting. He introduced Scott Rigby,
194 finance director for the School District. Mr. Smith gave a presentation on the school bond which will be
195 going to the voters in November. He discussed the number of students and the need for more schools. All
196 of the elementary schools in the district, with the exception of one, are over capacity. They would be able
197 to get more funding if they offered all-day kindergarten. Some schools can take this on, but others can't.
198 They put together a bond resolution for \$139,000,000. If voted on, they could build 2 more middle
199 schools, convert Spring Creek into an elementary, build a new elementary school, and add safety
200 enhancements to all schools. It would also allow 6th grade to go back to middle school and all-day
kindergarten in all elementary schools. He discussed each of the new schools and the safety features they
want to add. He also discussed the finances of the projects. The bonds would not increase tax rates. The
cost would be added to the end of the last bond, which would extend their tax another 20 years.

203 The council asked questions.

204
205 Mayor Thompson advocated for the bond. He felt there should be an ongoing bond that would
206 always keep up with the needs of schools. He thanked Mr. Smith and Rigby for attending.

207 Little Lambs Foundation Presentation: Ted Chalfant gave a brief presentation on what their
208 foundation does. They have been in the valley since 2014. Diapers were very expensive. He discussed
209 the ramifications of children being in diapers too long. Their organization is a diaper bank. They provide
210 for families who struggle financially. Parents sometimes need to miss work because they are not able to
211 leave 7-10 diapers with their child at daycare. This week was National Diaper Awareness Week. They
212 asked Mayor Thompson to sign a proclamation acknowledging this was a problem. He asked those
213 present to refer families in need to them and contribute as they could.

214 Public Hearing to Accept An Ordinance Adopting Provisions for the Collection of Waste Within City
215 Limits: Mayor Thompson asked for public comment. There was none. Councilmember Wright asked if
216 there was an opt-out provision anywhere in the contract. The mayor said there wasn't since the city was
217 part of the consortium and they were all in it together. Mr. Wright asked if the consortium could opt out.
218 The mayor said the contract states they will stay in for at least five years. If there are problems the
219 consortium can make sure they follow their contract. He believed WM would make a concerted effort in
220 the first five years to gain a longer contract. He noted Logan City had been very lax with their rules, which
221 WM has said they will crack down on.

222 **Councilmember Milbank moved to "Accept Ordinance 5-2023, An Ordinance Adopting
Provisions for the Collection of Waste Within the City Limits." Councilmember Wright seconded the
motion, which carried with Gallup, Milbank, Mathews, and Wright in favor. Glover opposed.**

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Award Bid for 700 South Intersection Widening: Councilmember Glover reviewed the bid tabulation, which went to Staker Parson and would start this fall.

Councilmember Glover moved to “award the bid for the 700 South intersection widening to Staker Parson, in the amount of \$60,257.” Councilmember Milbank seconded the motion, with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

Discuss Greenwaste in River Heights for 2024: Mayor Thompson wanted to give residents the option to choose greenwaste and pay the new price, rather than force all residents to have the service and pay for the service. Noel Cooley asked if Logan City would still accept our greenwaste at their facility. The mayor said they would. Councilmember Gallup asked the cost of greenwaste dumpsters to be available in the city. The mayor didn’t feel this was a viable option because they end up being used by residents not of River Heights and some businesses. It was pointed out that the number of greenwaste users was about half the households in the city. The mayor encouraged the council to think about it.

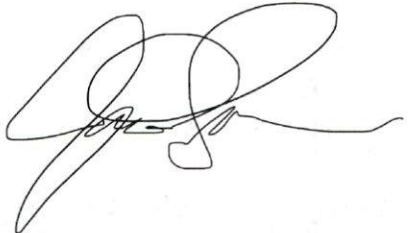
Mayor Thompson foresaw zero interruptions for the switch to Waste Management. He hoped citizens would be grateful. He asked for contributions to the letter he was going to give out to citizens.

Review and Approve Franchise Agreement with All West/Utah, Inc: Mayor Thompson said the bluestakes comment was implemented into the contract, as well as the 10-year agreement and 5% franchise fee. PWD Nelson pointed out that it didn’t make sense to require All West to hire people to perform the bluestakes for the city because they would have no idea where the city’s lines were. They could easily mismark and make a bigger problem if they hit a water line. It was determined that the bluestake notation wasn’t included in the agreement. PWD Nelson suggested they have a depth limit and some other things. The mayor wanted to have a further conversation with Mr. Nelson and the city engineer before getting final language with the city attorney. Perhaps it could be ready for adoption at the next meeting.

The meeting adjourned at 8:45 p.m.



Sheila Lind, Recorder



Jason Thompson, Mayor

IL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total 5140:						32,354.42
Administration						
1041						
10-41-16	558	Opticare of Utah	000184033	Vision Monthly Premium Sept 202	09/01/2023	6.51
10-41-41	634	Forsgren Associates, Inc.	17296	General Consulting Services	08/25/2023	221.25
10-41-55	338	Utah Local Governments Trust	1609468	Admin	09/19/2023	9.19
10-41-65	127	Glenn's Electric	7037	Shop Split	08/02/2023	46.87
10-41-65	750	Sunrise Environmental Scientific	141270	Cleaning Supplies Shop Split	09/06/2023	185.72
Total 1041:						469.54
Office Expenses						
1044						
10-44-10	270	Sam's Club	2023091	Office Paper	09/05/2023	79.74
10-44-10	366	Zions Bank	202309	Amazon - Paper Post Its	09/08/2023	25.98
10-44-10	366	Zions Bank	202309	Amazon Office Chair	09/08/2023	144.25
10-44-10	366	Zions Bank	202309	Staples - Electric Stapler	09/08/2023	53.49
10-44-10	366	Zions Bank	202309	Staples - Electric Staples	09/08/2023	49.21
10-44-10	366	Zions Bank	202309	Staples - Electric Stapler	09/08/2023	53.49
10-44-10	632	UPPER CASE Printing, Ink.	827	Utility Bill Forms	08/14/2023	120.70
10-44-10	633	Freedom Mailing Services	46021	Utility Bill Processing	09/02/2023	70.23
10-44-17	1111	CIS Office Furniture	2023-135	Office Desk _ Sheila PO FY2024-	09/14/2023	1,178.00
10-44-35	66	Caselle	127075	Monthly Support Charges	09/01/2023	94.69
10-44-45	364	Xerox Corporation	019718999	Copies 07-30-23 08-30-23	09/07/2023	142.96
10-44-45	844	Wasatch Document Solutions, Inc.	54990	Copies Aug 2023	08/09/2023	28.13
10-44-45	844	Wasatch Document Solutions, Inc.	56132	Copies Aug 2023	09/09/2023	148.47
10-44-45	844	Wasatch Document Solutions, Inc.	56132	Copies Sept 2023	09/09/2023	23.00
10-44-45	1111	CIS Office Furniture	2023-135	Office Desk _ Sheila PO FY2024-	09/14/2023	1,100.00
10-44-50	1016	Rasmussen, Spencer	2023091	Apple Days Newsletter	08/19/2023	200.00
10-44-55	632	UPPER CASE Printing, Ink.	827	Utility Bill Forms	08/14/2023	120.70
10-44-55	633	Freedom Mailing Services	46021	Utility Bill Processing	09/02/2023	70.25
10-44-65	366	Zions Bank	202309	Adobe - Sheila	09/08/2023	21.39
10-44-65	366	Zions Bank	202309	Adobe - Michelle	09/08/2023	21.39
10-44-65	366	Zions Bank	202309	Google Suite	09/08/2023	96.00
10-44-70	1111	CIS Office Furniture	2023-135	Office Desk _ Sheila PO FY2024-	09/14/2023	1,000.00
10-44-75	246	Dominion Energy	1049100000-2	Account 1049100000 10-44-75	09/14/2023	10.43
10-44-77	380	Rocky Mountain Power	202309	Item 19	08/31/2023	54.94
10-44-77	380	Rocky Mountain Power	202309	Item 12	08/31/2023	152.96
10-44-77	380	Rocky Mountain Power	202309	Item 20	08/31/2023	10.51
10-44-78	995	Ask AllTech LLC	A6200	Admin Phones	09/13/2023	24.32
10-44-78	995	Ask AllTech LLC	A6248	Admin Phones	09/13/2023	1,799.82
Total 1044:						6,788.07
Community Affairs						
1048						
10-48-20	25	Badger Screen Printing Company	78781	Apple Days Shirts	08/07/2023	564.61
10-48-20	446	Gallup, Sharlie	202309	Apple Days Bike Nights	09/17/2023	75.18
10-48-20	446	Gallup, Sharlie	202309	Apple Days Bike Night	09/17/2023	85.00
10-48-20	446	Gallup, Sharlie	202309	Apple Days Parade	09/17/2023	178.14
10-48-20	446	Gallup, Sharlie	202309	Apple Days Cookies	09/17/2023	141.67
10-48-20	896	Bounce 4 Kids	810103	Apple Days - Bounce Houses	09/09/2023	727.00
10-48-20	927	Rebound Unlimited, Inc.	202309	Apple Days - Mobile Climbing Wal	09/19/2019	1,300.00
10-48-20	1027	Neves, Brenda	202309	Hobby Lobby - Apple Days	09/11/2023	21.57
10-48-20	1027	Neves, Brenda	202309	Walmart - Apple Days	09/11/2023	5.88
10-48-20	1027	Neves, Brenda	202309	Walmart - Apple Days	09/11/2023	43.29

Report Criteria:

Invoices with totals above \$0 included.

Only paid Invoices Included.

[Report].Date Paid = 09/19/2023

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Sewer Department						
5240						
52-40-16	558	Opticare of Utah	000184033	Vision Monthly Premium Sept 202	09/01/2023	4.35
52-40-20	66	Caselle	127075	Monthly Support Charges	09/01/2023	94.65
52-40-26	632	UPPER CASE Printing, Ink.	827	Utility Bill Forms	08/14/2023	120.70
52-40-26	633	Freedom Mailing Services	46021	Utility Bill Processing	09/02/2023	70.25
52-40-50	133	Thomas Petroleum. LLC	0785500	Sewer Gas, Oil, Vehicle Repair	09/05/2023	32.80
52-40-50	366	Zions Bank	202309	Chevron Gas \$89	09/08/2023	29.66
52-40-50	366	Zions Bank	202309	Chevron Gas \$91.10	09/08/2023	30.36
52-40-50	366	Zions Bank	202309	Chevron Gas \$91	09/08/2023	30.34
52-40-50	366	Zions Bank	202309	Aqua Tech N Logan \$15.80	09/08/2023	5.27
52-40-55	338	Utah Local Governments Trust	1609468	Sewer Ins. Liability & Other	09/19/2023	57.48
52-40-65	750	Sunrise Environmental Scientific	141270	Cleaning Supplies Shop Split	09/06/2023	185.71
52-40-75	246	Dominion Energy	6900830000-2	Sewer Gas 6900830000	09/14/2023	4.00
52-40-77	380	Rocky Mountain Power	202309	Item 9	08/31/2023	20.81
52-40-77	380	Rocky Mountain Power	202309	Item 16	08/31/2023	2.78
52-40-78	995	Ask AllTech LLC	A6200	Sewer Phones	09/13/2023	24.32
52-40-78	995	Ask AllTech LLC	A6248	Sewer Phones	09/13/2023	1,800.36
Total 5240:						2,513.84
Water Department						
5140						
51-40-16	558	Opticare of Utah	000184033	Vision Monthly Premium Sept 202	09/01/2023	9.12
51-40-20	66	Caselle	127075	Monthly Support Charges	09/01/2023	94.66
51-40-26	632	UPPER CASE Printing, Ink.	827	Utility Bill Forms	08/14/2023	120.70
51-40-26	633	Freedom Mailing Services	46021	Utility Bill Processing	09/02/2023	70.25
51-40-50	133	Thomas Petroleum. LLC	0785500	Water Gas, Oil, Vehicle Repair	09/05/2023	32.80
51-40-50	366	Zions Bank	202309	Chevron Gas \$89	09/08/2023	29.67
51-40-50	366	Zions Bank	202309	Chevron Gas \$91.10	09/08/2023	30.37
51-40-50	366	Zions Bank	202309	Chevron Gas \$91	09/08/2023	30.33
51-40-50	366	Zions Bank	202309	Aqua Tech N Logan \$15.80	09/08/2023	5.27
51-40-51	188	Logan City	003789-20230	Account 003789-001 51-40-51	09/13/2023	366.64
51-40-55	338	Utah Local Governments Trust	1609468	Water Ins. Liability & Other	09/19/2023	54.61
51-40-65	127	Glenn's Electric	7037	Shop Split	08/02/2023	46.86
51-40-65	236	Peterson Plumbing	3088272	Water Repairs & Maint. 51-40-65	08/04/2023	497.96
51-40-65	488	Thurcon, Inc.	1668	Water Main Repair 800 E Mtn Vie	09/01/2023	2,800.00
51-40-65	787	Incredible Concrete	202309	Thrust Block Stewart Hill Dr	09/01/2023	235.00
51-40-65	799	Whitaker Construction Company	86286	Water Repairs and Maint 3/4 Rock	09/01/2023	160.48
51-40-66	127	Glenn's Electric	7037	Shop Split	08/02/2023	46.86
51-40-66	750	Sunrise Environmental Scientific	141270	Cleaning Supplies Shop Split	09/06/2023	185.72
51-40-75	246	Dominion Energy	6900830000-2	Water Gas 6900830000	09/14/2023	4.00
51-40-75	246	Dominion Energy	7191650000-2	Account 7191650000 51-40-75	09/14/2023	56.23
51-40-75	246	Dominion Energy	7953243487-2	Account 7953243487 51-40-75	09/14/2023	7.63
51-40-77	380	Rocky Mountain Power	202309	Item 7	08/31/2023	14.90
51-40-77	380	Rocky Mountain Power	202309	Item 8	08/31/2023	4,856.63
51-40-77	380	Rocky Mountain Power	202309	Item 9	08/31/2023	20.81
51-40-77	380	Rocky Mountain Power	202309	Item 16	08/31/2023	2.78
51-40-78	995	Ask AllTech LLC	A6200	Water Phones	09/13/2023	24.32
51-40-78	995	Ask AllTech LLC	A6248	Water Phones	09/13/2023	1,799.82
51-40-86	550	Mueller Systems	65814846	Maters PO FY2024-001	09/07/2023	20,750.00

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-70-30	127	Glenn's Electric	7037	Shop Split	08/02/2023	46.86
10-70-30	750	Sunrise Environmental Scientific	141270	Cleaning Supplies Shop Split	09/06/2023	185.72
10-70-56	338	Utah Local Governments Trust	1609468	Parks & Rec	09/19/2023	14.12
10-70-72	1113	Wood, Lori	202309	Pavilion Deposit Rental Refund	09/11/2023	50.00
10-70-72	1114	King, Julie	202309	Pavilion Deposit Refund	09/19/2023	50.00
10-70-75	246	Dominion Energy	1550009873-2	Account 1550009873 10-70-75	09/14/2023	7.16
10-70-75	246	Dominion Energy	6900830000-2	Parks Gas 6900830000	09/14/2023	4.01
10-70-77	380	Rocky Mountain Power	202309	Item 10	08/31/2023	19.06
10-70-77	380	Rocky Mountain Power	202309	Item 11	08/31/2023	11.45
10-70-77	380	Rocky Mountain Power	202309	Item 13	08/31/2023	10.76
10-70-77	380	Rocky Mountain Power	202309	Item 9	08/31/2023	20.81
10-70-77	380	Rocky Mountain Power	202309	Item 16	08/31/2023	2.79
10-70-80	133	Thomas Petroleum. LLC	0785500	Parks Gas, Oil, Vehicle Repair	09/05/2023	32.78
Total 1070:						462.33

School Building Expenses

1075						
10-75-75	246	Dominion Energy	4012182621-2	Account 4012182621 10-75-75 -S	09/14/2023	20.44
10-75-77	380	Rocky Mountain Power	202309	Item 17	08/31/2023	93.58
10-75-77	380	Rocky Mountain Power	202309	Item 18	08/31/2023	10.51
10-75-77	380	Rocky Mountain Power	202309	Item 16	08/31/2023	2.79
10-75-77	380	Rocky Mountain Power	202309	Item 16	08/31/2023	2.79
Total 1075:						130.11

Sanitation

5490						
54-90-10	632	UPPER CASE Printing, Ink.	827	Utility Bill Forms	08/14/2023	120.70
54-90-10	633	Freedom Mailing Services	46021	Utility Bill Processing	09/02/2023	70.25
Total 5490:						190.95

Grand Totals: 206,132.38

Mayor: _____

Second Signayure : _____

Dated: _____

Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 09/19/2023

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
10-48-20	1027	Neves, Brenda	202309	Amazon - Apple Days Pipe Clean	09/11/2023	17.99
10-48-20	1112	Scott, Drue	202309	Apple Days Thank You	09/17/2023	210.00
10-48-50	446	Gallup, Sharlie	202309	Summer Reading - Prizes	09/17/2023	10.68
10-48-50	446	Gallup, Sharlie	202309	Summer Reading - Prizes	09/17/2023	50.00
10-48-70	366	Zions Bank	202309	Amazon - Lels for AD Movie	09/08/2023	29.95
Total 1048:						3,460.96
Capital Projects						
5150						
51-50-70	634	Forsgren Associates, Inc.	17298	Lower Well Improvements	08/25/2023	1,425.00
51-50-70	948	DWA Construction, Inc.	202309	DWA Lower Well Draw #2	08/31/2023	58,604.74
51-50-72	634	Forsgren Associates, Inc.	17297	500 East Waterline Plans	08/25/2023	3,011.25
51-50-72	677	AAA Excavation Inc	DRAW #1	500 East Waterline Draw #1	09/15/2023	83,681.80
Total 5150:						146,722.79
Public Safety						
1054						
10-54-75	380	Rocky Mountain Power	202309	Item 16	08/31/2023	2.78
Total 1054:						2.78
Capital Projects						
4060						
40-60-03	1014	Bio-West	00292211	Stewart Hill Park	08/31/2023	7,364.28
40-60-05	634	Forsgren Associates, Inc.	17299	700 South Roadway	08/25/2023	2,777.50
40-60-06	634	Forsgren Associates, Inc.	17295	400 S Sidewalk - North Side	08/25/2023	633.75
Total 4060:						10,775.53
Roads						
1060						
10-60-16	558	Opticare of Utah	000184033	Vision Monthly Premium Sept 202	09/01/2023	6.13
10-60-50	133	Thomas Petroleum. LLC	0785500	Roads Gas, Oil, Vehicle Repair	09/05/2023	32.80
10-60-50	366	Zions Bank	202309	Chevron Gas \$89	09/08/2023	29.67
10-60-50	366	Zions Bank	202309	Chevron Gas \$91.10	09/08/2023	30.37
10-60-50	366	Zions Bank	202309	Chevron Gas \$91	09/08/2023	30.33
10-60-50	366	Zions Bank	202309	Aqua Tech N Logan \$15.80	09/08/2023	5.26
10-60-56	338	Utah Local Governments Trust	1609468	Roads	09/19/2023	43.11
10-60-60	380	Rocky Mountain Power	202309	Item 15	08/31/2023	18.15
10-60-60	380	Rocky Mountain Power	202309	Item 2	08/31/2023	13.81
10-60-60	380	Rocky Mountain Power	202309	Item 5	08/31/2023	1,184.50
10-60-60	380	Rocky Mountain Power	202309	Item 9	08/31/2023	20.81
10-60-60	380	Rocky Mountain Power	202309	Item 16	08/31/2023	2.78
10-60-75	246	Dominion Energy	6900830000-2	Roads Gas 6900830000	09/14/2023	4.00
Total 1060:						1,421.72
Storm Drain						
5360						
53-60-76	1009	Valley Implement	062452.02	Couplers	08/28/2023	839.34
Total 5360:						839.34
Parks & Recreation						
1070						
10-70-16	558	Opticare of Utah	000184033	Vision Monthly Premium Sept 202	09/01/2023	6.81



BOND PROPOSITION

The Cache County Board of Education is seeking a \$139 million bond to address school building needs for Cache County's children.

The Need:

The district has seen substantial growth of **over 4,000 students** since our last bond in 2013, which has created overcrowding in the district's schools.

Recent state funding for **all-day kindergarten** cannot be offered in schools already operating over capacity.

Eleven elementary schools and one middle school are currently **over capacity**.

CCSD SCHOOL BUILDINGS OPERATING OVER CAPACITY

	% CAPACITY 2021-22 SCHOOL YEAR	% CAPACITY WITH ALL-DAY KINDERGARTEN FULLY IMPLEMENTED	NUMBER OF PORTABLE CLASSROOMS BEING UTILIZED
Birch Creek ES	109%	117%	2
Canyon ES	113%	122%	5
Cedar Ridge ES	103%	110%	2
Heritage ES	121%	130%	4
Lincoln ES	104%	109%	2
Millville ES	107%	113%	3
Nibley ES	120%	127%	4
Providence ES	108%	115%	0
River Heights ES	115%	126%	6
Summit ES	102%	109%	2
Sunrise ES	111%	118%	4
Spring Creek MS	113%	113%	4

This is the data considered by the Building Task Force Committee in 2022.

Visit www.ccsdut.org/2023bond for more information.



ROOM TO learn & grow

Please vote by November 21st.

The Proposed Solution:

The proposed bond projects will allow the district to move the sixth grade to middle school, which will relieve overcrowding in all of the elementary schools which are operating over capacity.

The projects will also allow for all-day kindergarten to be fully offered in the elementary schools serving all 27 communities in the district.

Proposed bond projects:

- Build a new middle school in Hyde Park
- Build a new middle school in Nibley
- Build a new elementary school in Hyde Park
- Convert Spring Creek Middle School into an elementary school (similar to Cedar Ridge, White Pine, and Wellsville Elementary Schools)
- Implement safety and security enhancements for each school in the district

NO TAX RATE INCREASE

There will be no tax rate increase if the bond is approved.

Ways you can vote:

- Send your mail-in ballot by November 20, 2023.
- In-person early voting will be available between Nov. 14-17, 2023.
- Vote at the polling station on November 21, 2023.



Please scan the QR code or visit www.ccsdut.org/2023bond for more information.

DONATE DIAPERS & WIPES HERE

HOST A DIAPER DRIVE FOR OUR COMMUNITY



Diaper Insecurity Among U.S. Children and Families
a nationally representative survey commissioned
by the National Diaper Bank Network

1 in 2 U.S. families with young children
struggle to afford diapers.

DIAPER NEED

- * Impacts 47% of U.S. families with young children, a sharp increase since 2010.
- * Forces 46% of families to cut back on other essentials including food and utilities.
- * Is linked to stress and worries about parenting for 70% of parents who experience diaper need.
- * Impacts hunger. 28% of parents experiencing diaper need reported skipping meals to afford diapers.



Help us reach
our goal of
collecting
20,000
diapers &
500 wipes



Little Lambs
foundation for kids

Little Lambs
@littlelambsofutah



venmo

**National
Diaper Need
AWARENESS WEEK**

***** 09.18.23-09.24.23**



ORDINANCE NO. 5-2023

AN ORDINANCE ADOPTING PROVISIONS FOR THE COLLECTION OF WASTE WITHIN CITY LIMITS OF RIVER HEIGHTS CITY

WHEREAS, the Utah Code § 10-11-1(2)(ii) grants municipalities the right to regulate the abatement of garbage and refuse;

WHEREAS, due to termination of the agreement for waste collection services with Logan City, River Heights City (the “City”) in concert with several other municipalities and Cache County formed an interlocal agreement pursuant to Utah Code § 11-13-101 and created an entity entitled the Cache Waste Consortium (the “Consortium”) to procure waste collections services for Cache County and the participating municipalities;

WHEREAS, the Consortium entered into that certain Solid Waste Services Agreement with Waste Management of Utah, Inc. (“Waste Management”) dated March 22, 2023 (the “Services Agreement”) by which Waste Management agreed to provide waste collection services for all cities in the Consortium;

WHEREAS, as a condition of Waste Management entering into the Services Agreement, Waste Management sought the exclusive ability to provide waste collection services in all jurisdictions that are part of the Consortium;

WHEREAS, the Services Agreement requires the City to adopt an ordinance making Waste Management the exclusive waste collection services provider in the City; and

WHEREAS, the River Heights City Council determined it was in the best interests of the residents of the City to participate as part of the Consortium and adopt an ordinance as required by the Services Agreement;

NOW, THEREFORE, BE IT ORDAINED, by the Council of River Heights City, Cache County, State of Utah, as follows:

1. Title 4, Chapter 2, of the River Heights City Code (the “Code”) is hereby adopted to read as follows:

SECTION 1: PURPOSE. The City is a party to that certain Interlocal Cooperation Agreement between Cache County and Participating Municipalities of Cache County for Creation of an Interlocal Entity for County and Municipal Solid Waste Disposal dated November 2022 (the “Interlocal Agreement”) which established the interlocal entity called the Cache Waste Consortium (the “Consortium”). The Consortium may from time to time enter into certain Solid Waste Services Agreements (the “Services Agreement”) whereby providers agree to provide waste collection services for all governmental entities who are a part of the Consortium. The Services Agreements require governmental entities in the Consortium to adopt ordinances for the

enforcement of the exclusive right granted to the provider under contract with the Consortium. This Chapter is meant to, and should be interpreted to, meet the requirements of the current Services Agreement of the Consortium.

SECTION 2: DEFINITIONS

A. **“Bin”** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck and provided to the City by the City Collector.

B. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels and provided to the City by the City Collector.

C. **“City Collector”** means the provider currently established by resolution of the City Council.

D. **“Collection Service(s)”** means the process by which Solid Waste is removed from a Commercial or Residential Premises, transported to a transfer, disposal or processing facility, and subsequently disposed or processed.

E. **“Commercial Premises”** means (i) Multi-Family Complexes, and (ii) Premises at which business or governmental activity is conducted, including, but not limited to, retail sales, services, medical facilities, wholesale operations, manufacturing and industrial operations, governmental operations, and schools.

F. **“Container”** means a Bin, Cart or Roll-Off Container provided by the City Provider.

G. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

H. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

I. **“Multi-Family Complex”** means any Premises with two (2) or more Dwelling Units, where such Dwelling Units receive centralized Collection Services (and not individualized Cart-based Collection Services).

J. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.

K. **“Overage”** is defined as (i) Refuse, Recyclables or Green Waste exceeding its Container’s intended capacity such that the lid is lifted by at least ten inches (or would be lifted by at least ten inches if lowered) or (ii) Refuse, Recyclables or Green Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

L. **“Premises”** means any parcel of real property in the City where Solid Waste is generated or accumulated.

M. **“Recyclables”** means aluminum cans, PET bottles with the symbol #1 with screw tops only, HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.), PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles), steel and tin cans, glass food and beverage containers – any color, newspaper, mail, uncoated paperboard (Cereal boxes, food and snack boxes), old corrugated containers/cardboard (uncoated) (moving boxes, pizza boxes), magazines, glossy inserts and pamphlets.

N. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Green Waste set out for collection.

O. **“Residential Premises”** means a Single-Family Premises.

P. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

Q. **“Service Recipient”** means an owner or occupant of a Residential or Commercial Premises who is receiving Collection Services.

R. **“Single-Family Premises”** means (i) any Premises with less than two (2) Dwelling Units, and (ii) any Premises with two (2) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Collection Services (and not centralized Collection Services), which Premises have been registered or verified with the City for the receipt of Collection Services.

S. **“Solid Waste”** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the City, including discarded Recyclables and Green Waste, but excluding Unacceptable Waste.

T. **“Unacceptable Waste”** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to the City Collector pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any applicable statute, rule or regulation, damage to the City Collector’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or the City Collector’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

SECTION 3: WASTE MANAGEMENT GRANTED EXCLUSIVE FRANCHISE. The City Collector is hereby granted the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste generated, deposited, accumulated or coming to exist at Commercial and Residential Premises in the City.

SECTION 4: REQUIREMENT FOR COLLECTION SERVICES. All Commercial and Residential Premises in the City shall receive Collection Services through the City Collector and shall enroll in Collection Services with the City through the forms and agreements adopted by the City.

SECTION 5: PROHIBITIONS.

A. Except as provided herein, it shall be unlawful for any person, except the City Collector, to collect or remove any Solid Waste, whether commercial or residential, accumulated or located within the City, or use the streets, avenues, alleys or ways within the City for the purpose of collection or transportation of same.

B. It shall be unlawful for more than one Single-Family Premises to share the same Collection Services account with the City.

C. Except as may occur through ordinary wear and tear, it shall be unlawful for any person to lose, damage or destroy any Container.

D. It shall be unlawful for any person to intentionally remit any Unusable Waste in any Container with the purpose of the Unusual Waste being picked up as part of Collection Services.

E. It shall be unlawful for any person to cause any Overage with any Container.

F. It shall be unlawful for any person to overfill any Container. For the purposes of this subsection, "overfill" shall mean two times the volume capacity of the Container (e.g. 192 pounds for a 96-gallon Cart).

G. Nothing herein shall be construed to prohibit any owner, occupant or tenant of a Premises from personally handling, or contracting with a third-party on a strictly limited basis for hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station.

H. Nothing herein shall be construed to prohibit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the City or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator of the Recyclables.

SECTION 6: GENERAL PENALTY/INDEMNITY. Any person who violates any provision of this Chapter shall be guilty of a class C misdemeanor, and shall, at the exclusive election of the City, indemnify the City against any and all costs and expenses incurred by the City as a result of

the violation, including costs and attorney fees incurred in enforcing the provisions of this Chapter or collecting any amounts due and owing to the City due to Collection Services.

ADOPTED AND PASSED, by the RIVER HEIGHTS CITY COUNCIL this 19TH day of September 2023.

RIVER HEIGHTS CITY

ATTEST:

By: _____
Mayor

Town Recorder

Posting Date: _____

Forsgren Associates, Inc.
95 West 100 South, Suite 115
Logan, UT 84321
Tel 435 227-0333
Fax 435 227-0334

Memo

To: Jason Thompson, Mayor
From: Craig Rasmussen, S.E. *Craig Rasmussen*
CC: Tyson Glover, Councilmember; Sheila Lind, Recorder; Clayton Nelson, Public Works Director
Date: September 12, 2023
Re: Recommend Bid Award: River Heights City 700 South Intersection Widening

The Bid Opening for the River Heights City 700 South Intersection Striping Project was held on the afternoon of September 8, 2023. Three qualifying bids were received. Forsgren staff conducted the bid opening and completed a tabulation of the bids with a copy attached to this memo for your use and review.

The Total Base Bid for Staker Parson is \$53,382.00 as shown on the Bid Tabulation. The Total Alternative #1 Bid (additional rotomilling and asphalt overlay on 700 South) for Staker Parson is \$6,875.00; for a Total Bid of \$60,257.00.

Bid amounts from the three responsive bidders are as follows:

	Engineer's Estimate	Staker Parson	Cache Valley Excavation	LeGrand Johnson Construction
Total Base Bid	\$29,680.00	\$53,382.00	\$65,000.00	\$67,891.25
Total Alternative #1 Bid	\$3,250.00	\$6,875.00	\$5,000.00	\$4,456.00
Total Bid	\$32,930.00	\$60,257.00	\$70,000.00	\$72,347.50

Bids and conversation with the contractors at the bid opening indicate that this project, although small in scope and quantities, still requires a "big-project" effort to mobilize, utilize, and store equipment to complete the work, thus bids are higher than was estimated. Conversation with the contractors also indicated that costs are not anticipated to go down in the spring of 2024 or any time in 2024 for the work to be done for this project.

It is recommended that the City review the bids and the project budget amount. If found that the budget aligns with the low bid received, it is recommended that the City award the project to Staker Parson as the verified low bidder. If awarded in a timely manner, the work can be completed this fall.

Please contact Marianne Reiner or Craig Rasmussen at Forsgren Associates with questions, if any. Thank you.

RIVER HEIGHTS CITY

700 S Intersection Striping Project

Bid Opening Date: September 8, 2023

Bid Tabulation

ITEM NO.	ITEM - BID SCHEDULE A	QUANT.	UNIT	ENGINEER'S ESTIMATE		Staker Parson		Cache Valley Excavation		LeGrand Johnson Construction	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 13,000.00	\$ 13,000.00	\$ 7,000.00	\$ 7,000.00	\$ 24,453.00	\$ 24,453.00
2	Prepare & Implement Traffic Control Plan	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,160.00	\$ 8,160.00
3	Saw-Cut Asphalt	240	LF	\$ 4.00	\$ 960.00	\$ 2.25	\$ 540.00	\$ 5.00	\$ 1,200.00	\$ 6.00	\$ 1,440.00
4	Pulverize Existing Asphalt Surface 3" Rotomill	540	SY	\$ 8.00	\$ 4,320.00	\$ 9.80	\$ 5,292.00	\$ 13.00	\$ 7,020.00	\$ 8.30	\$ 4,482.00
5	Roadway Excavation/Widening	120	SY	\$ 8.00	\$ 960.00	\$ 25.00	\$ 3,000.00	\$ 55.00	\$ 6,600.00	\$ 38.35	\$ 4,602.00
6	6" Thick Compacted Asphalt Tailings	120	SY	\$ 15.00	\$ 1,800.00	\$ 28.00	\$ 3,360.00	\$ 65.00	\$ 7,800.00	\$ 21.50	\$ 2,580.00
7	3" Thick Hot Mix Surfacing	655	SY	\$ 18.00	\$ 11,790.00	\$ 27.00	\$ 17,685.00	\$ 45.80	\$ 29,999.00	\$ 27.35	\$ 17,914.25
8	Traffic Symbols	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 285.00	\$ 285.00	\$ 400.00	\$ 400.00	\$ 1,140.00	\$ 1,140.00
9	Traffic Striping	370	LF	\$ 5.00	\$ 1,850.00	\$ 6.00	\$ 2,220.00	\$ 3.00	\$ 1,110.00	\$ 6.00	\$ 2,220.00
10	Landscape Repair	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,871.00	\$ 1,871.00	\$ 900.00	\$ 900.00
Total Base Bid				\$ 29,680.00		\$ 53,382.00		\$ 65,000.00		\$ 67,891.25	
BID ALTERNATE #1											
A1	Rotomill 3" Asphalt	125	SY	\$ 8.00	\$ 1,000.00	\$ 20.00	\$ 2,500.00	\$ 14.00	\$ 1,750.00	\$ 8.30	\$ 1,037.50
A2	3" Hot Mix Asphalt Overlay	125	SY	\$ 18.00	\$ 2,250.00	\$ 35.00	\$ 4,375.00	\$ 26.00	\$ 3,250.00	\$ 27.35	\$ 3,418.75
Total Alternate #1 Bid				\$ 3,250.00		\$ 6,875.00		\$ 5,000.00		\$ 4,456.25	
TOTAL BID				\$ 32,930.00		\$ 60,257.00		\$ 70,000.00		\$ 72,347.50	



**FRANCHISE AGREEMENT
ALL WEST/UTAH, INC.**

This Franchise Agreement (the "AGREEMENT") dated this ____ day of _____, 20__, by and between _____ River Heights City, a municipal corporation of the State of Utah ("City") and All West/Utah, Inc., a Utah corporation ("Franchisee").

WHEREAS, Franchisee has requested that City grant it the right to install, operate, and maintain a communications system within City's public ways; and

WHEREAS, City finds it desirable for the welfare of City residents that such a non-exclusive franchise be granted to Franchisee; and

WHEREAS, the City Council has authority under Article I, Section 23 of the Utah Constitution and consistent with Article 11, Section 9 of the Utah Constitution and the City has enacted Title 7, Chapter 5 of the Ordinances of River Heights City ("Telecommunications Rights-of -Way Ordinance") which governs the applications and review process for communications franchises along and over public roads and highways and other public properties in the City; and

WHEREAS, City is willing to grant the rights requested subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, THE PARTIES MUTALLY AGREE AS FOLLOWS:

Section 1. Definitions. The following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "Affiliate" means any entity which owns or controls, is owned or controlled by, or is under common ownership with, Franchisee.

B. "City" means River Heights City, Utah.

C. "Communications Service" means any communications services, communications capacity, or dark fiber, provided by Franchisee using its Communications System or Communication Facilities, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communications Service, including but not limited to, the

transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable, copper cable, or wireless antennas. Communications Service also includes wireless and non-switched, dedicated, and private line, high-capacity fiber optic transmission services to firms, businesses, or institutions within the City.

D. "Communications System" or "Communication Facilities" means Franchisee's fiber optic and/or copper cable and/or wireless system constructed and operated within City's public ways, and includes all cables, wires, fibers, antennas, conduits, ducts, pedestals, and any associated converter, equipment, enclosures, or other facilities within City's public ways designed and constructed for the purpose of providing Communications Service.

E. "FCC" means the Federal Communications Commission or any successor governmental entity.

F. "Franchise" means the authorization granted by the City through this Agreement that authorizes construction, operation and maintenance of Franchisee's Communications System and associated Communications Facilities for the purpose of offering Communications Service.

G. "Franchisee" means All West/Utah, Inc., and includes its lawful successors, transferees, assignees or affiliates.

H. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

I. "Public Way" means the surface of, and any space above or below, any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the City in the Service Area, which shall entitle the City and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way also means any easement now or hereafter held by the City within the Service Area for the purpose of public travel, or for utility or public service use, or dedicated for compatible uses, and includes other easements or rights of way which, within their proper use and meaning, entitle the City and the Franchisee the use thereof for the purposes of installing or transmitting Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

J. "Service Area" means the present municipal boundaries of the City and includes any additions thereto by annexation or other legal means.

Section 2. Authority Granted. The City hereby grants to Franchisee, subject to the terms and conditions contained in this Agreement, the right, privilege and authority to utilize City's Public Ways for construction and operation of its Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner, all necessary equipment and facilities thereto for its Communications System, and to provide Communications Service.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a Public Way, Franchisee shall apply for and obtain a construction permit pursuant to City ordinances then existing.

B. Unless otherwise provided in said permit, Franchisee shall give the City at least 48 hours' notice of Franchisee's intent to commence work in the Public Ways. Franchisee shall file plans or maps with City showing the proposed location of its Communication Facilities and pay all duly established permit and inspection fees associated with the processing of the permit. No work shall commence within any Public Way without said permit except as otherwise provided in this Agreement.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in City's Public Ways to Franchisee, nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. This Franchise is granted for a period 30 five (5) fiveten (105) years and will expire on the 31st of August 2038328 unless extended by mutual agreement of the parties, and will continue thereafter on a year to year basis unless either party provides written notice to the other party one hundred twenty (120) days prior to the end of the then current term of its intent to renegotiate the terms and conditions of this Franchise.

Section 6. Non-Exclusive Grant. This Franchise is non-exclusive. It does not prohibit the City from entering into other similar agreements or granting other franchises in, under, on, across, over, through, along or below City Public Ways. However, the City shall not permit any such future franchisee to physically interfere with Franchisee's then existing Communication Facilities. This Franchise does not prohibit the City from using any of its Public Ways or affect the City's jurisdiction over its Public Ways or any part of them, and the City shall retain the power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication or vacation of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of new Public Ways.

Section 7. Maps and Records. After construction is complete, Franchisee shall, at no cost, provide the City with accurate copies of as-built plans and maps in a form prescribed by the City.

Section 8. Work in Public Ways.

A. During periods of relocation, construction, or maintenance, surface impediments, if any, shall be placed and used in such places and positions within Public Ways and other public properties so as to interfere as little as possible with the free passage of traffic and the free use of adjoining properties. Franchisee shall, at all times, post and maintain proper barricades and comply with all applicable safety regulations.

B. Franchisee shall cooperate with the City and all other persons with authority from the City to occupy and use the City's Public Ways in coordinating construction activities and joint trenching projects. By June 1 of each calendar year, or such other date as the City and Franchisee may agree upon from year to year, Franchisee shall provide the City with a schedule of its proposed construction activities in, around, or that may affect the City's Public Ways. Franchisee shall also meet with the City and other grantees, franchisees, permittees, and other users of the City's Public Ways as determined by the City to schedule and coordinate construction activities.

C. If either the City or Franchisee shall, at any time after the installation of Communication Facilities, plan to make excavations in the Service Area and as described in this section, the party planning such excavation shall afford the other party, upon receipt of written request to do so, an opportunity to share such excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their intended uses are incompatible.

Section 9. Restoration after Construction. Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities within the Public Ways, restore the affected Public Ways and any property disturbed by the work to at least the same condition the Public Ways or property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. Franchisee shall promptly complete all restoration work and promptly repair any damage caused by such work at its sole cost and expense according to the time and terms specified in the construction permit.

Section 10. Emergency Work Permit Waiver. In the event of an emergency in which any of Franchisee's Communication Facilities located in, above, or under any Public Way break or are damaged, or if Franchisee's construction area is otherwise in such a condition as to immediately endanger the property, life, health, or safety of any individual, Franchisee shall

immediately take proper emergency measures to repair its Communication Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit. Franchisee shall notify the City immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which City is open for business.

Section 11. Relocation.

A. During the period of this Agreement, if City shall lawfully elect to alter or change any Public Way requiring the relocation of Communication Facilities, then Franchisee, upon reasonable notice by the City, shall remove, relay and relocate the same at its own expense. Alternatively, Franchisee may, in its sole discretion, abandon its Communication Facilities in place. If public funds are available for such relocation, Franchisee shall not be required to pay the costs of such relocation.

B. If, for aesthetic purposes, the City requests relocation of Communication Facilities that were originally approved by the City through the permitting process, the City shall pay all costs associated with relocation. Franchisee may require advance payment for costs and expenses.

C. Franchisee shall, upon the request of any person holding a building moving permit issued by the City, temporarily raise or lower its Communication Facilities to permit the moving of the building, provided: (a) the expense of such temporary removal shall be paid by the person(s) requesting the same; (b) Franchisee shall have the authority to require payment in advance; and (c) Franchisee must be given not less than five business days' advance notice.

Section 12. Trimming. Franchisee shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places to prevent the branches of such trees from coming into contact with Communication Facilities. Except when an emergency dictates such work, Franchisee shall provide notice to City and to any property owner before commencing such work.

Section 13. Dangerous Conditions. Whenever construction, installation or excavation of Communication Facilities has caused or contributed to a condition that appears to substantially impair the lateral support of any adjoining Public Way, street, public place, utility, or property, the City may require Franchisee to take reasonable action to protect the Public Way, street, public place, utility, or property. Such action may include compliance within a prescribed time. If Franchisee fails or refuses to promptly take the action(s) required by the City or fails to fully comply with such requirements, or if emergency conditions exist which require immediate action, the City may enter upon the property and take such actions as are reasonably necessary to protect the Public Way, street, public place, utility, or property or take actions regarded as reasonably necessary safety precautions, and Franchisee shall be liable to the City for the reasonable costs thereof.

Section 14. Non-Liability of City for Acts of Franchisee; Indemnification. The City shall not at any time become liable or responsible to any person for any damage or injury, including loss of life, by reason of Franchisee's activities under this Agreement, ~~and Franchisee hereby indemnifies the City and holds it harmless against all such liabilities, loss, cost, damage, and expense. Franchisee shall indemnify, save, defend (with counsel reasonably acceptable to the City), and hold harmless the City from and against any and all third party claims, judgments, and/or damage that may be incurred by the City as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, this Agreement.~~

Section 15. Insurance. Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the exercise of the rights, privileges, and authority granted hereunder to Franchisee, its agents, representatives, or employees. Franchisee shall provide to the City for its inspection an insurance certificate naming the City as an additional insured as its respective interests may appear prior to the commencement of any work or installation of any Communication Facilities. Such insurance certificate shall evidence: (a) comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than \$2,000,000 for bodily injury or death to each person; (b) comprehensive general liability insurance with limits inclusive of umbrella or excess liability coverage of not less than \$3,000,000 for property damages resulting for each incident; (c) automobile liability insurance for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of not less than \$300,000 for each person and \$500,000 for each incident; and workers' compensation coverage with limits prescribed by statute.

The insurance policies required by this section shall be maintained by Franchisee throughout the term of this Agreement and during such other periods as Franchisee is operating without a franchise or is engaged in the removal of its Communications System. Payment of deductibles and self-insured retentions shall be the sole responsibility of Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or against whom a suit is brought. Franchisee's insurance shall be primary insurance with respect to the City. Any insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in addition to Franchisee's insurance and shall not contribute with it.

Section 16. Abandonment and Removal of Communication Facilities. Upon the expiration or termination of this Agreement, Franchisee shall remove all its Communication Facilities from City's Public Ways within 90 days. In the alternative and upon such terms as the City deems appropriate, Franchisee may abandon its Communication Facilities in place.

Section 17. Franchise Fees. Franchisee shall pay to the City, 53.5 % of Franchisee's gross receipts from telecommunications services, as defined in the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated (the "MTLTA"), rendered in the Service Area for the preceding calendar year, less any business license fee or business license tax enacted by the City. All payments shall be made to:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, UT 84134

Franchisee shall, upon reasonable written notice, allow City to review Franchisee's books and financial records to ensure compliance with the terms of this Franchise, including, but not limited to right to inspect Franchisee's records used to calculate the determination of franchise fees. Inspection rights shall inure to the City for up to three years from the date franchise fee payments are received.

Section 18. Modification. This Agreement may only be modified by written agreement signed by both parties.

Section 19. Forfeiture and Revocation of Franchise.

A. This franchise may be terminated by City for Franchisee's failure to comply with this Agreement or applicable laws.

B. If the City has reason to believe that Franchisee is in violation of this Agreement or applicable laws:

(1) The City shall deliver to Franchisee written notice of violation detailing the violation, the steps required to cure the violation, and the time within which the violation must be cured.

(2) Within 30 days, Franchisee shall deliver a written response to the City demonstrating that no violation occurred or that the violation has been corrected, or deliver a proposal to correct the violation problem within a period of time agreeable to the City. Franchisee may later request an extension of the time to cure a violation if construction is suspended or delayed by the City, or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of Franchisee delay progress, provided that Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If Franchisee's response is not satisfactory to the City, the City may declare Franchisee to be in default via written notice to Franchisee.

(4) Within ten business days after such notice, Franchisee may deliver to the City a request for a hearing before the ~~City Manager~~Mayor. If no such request is received, the City may declare the franchise terminated for cause.

(5) If Franchisee files a timely written request for hearing, the hearing shall be held within 30 days. The hearing shall be open to the public. Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating the alleged violation. Within ten days after the conclusion of the hearing, the ~~City Manager~~Mayor shall, on the basis of the record, make a determination as to whether there is cause for termination and whether the franchise will be terminated. The ~~City Manager~~Mayor may, in his/her sole discretion, grant additional time to cure the violation. If the violation has not been cured prior to the expiration of any such additional time, or if the ~~City Manager~~Mayor does not grant additional time, the ~~City Manager~~Mayor shall declare, in writing, that the franchise is terminated and the effective date of termination.

(6) Within 30 days of the ~~City Manager~~Mayor's written determination, Franchisee may seek judicial review. Termination shall be stayed pending final resolution of such judicial review.

C. Franchisee shall not be deemed to be in default, failure, or violation of this Franchise where performance was rendered impossible due to an act of God, natural disaster, fire or other casualty, theft, pandemic, war, or other events beyond the Franchisee's control.

Section 20. City Ordinances and Regulations. Nothing in this Agreement restricts the City's authority to adopt and enforce ordinances regulating the performance of this Agreement. The City shall continue to have the authority to control the locations, elevation, manner or construction and maintenance of Communications Facilities, and Franchisee shall promptly comply with all such regulations unless compliance would cause Franchisee to violate other legal requirements.

Section 21. Survival. The provisions, conditions and requirements of this Agreement are in addition to all other legal obligations and liabilities. The following Sections survive the expiration or termination of this Agreement, and any renewals or extensions, and remain effective until such time as Franchisee removes its Communication Facilities from the Public Ways, transfers ownership of its Communication Facilities to a third party, or abandons its Communications Facilities as provided in this Agreement: Work in Public Ways, Restoration after Construction, Dangerous Conditions, Non-Liability of City for Acts of Franchisee, Insurance, and Abandonment and Removal of Communication Facilities.

Section 22. Severability. If any provision of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other provision.

Section 23. Assignments and Subleases. This Agreement is binding upon Franchisee's heirs, successors, executors, administrators, legal representatives, sublessees, and assigns. This Agreement may not be assigned or transferred without the City's prior written consent, except that it may be assigned in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing.

Franchisee may, without the City's consent: (1) lease its Communication Facilities or any portion thereof to another; (2) grant an indefeasible right of user interest in its Communication Facilities or any portion thereof to another; or (3) offer to provide capacity or band width in its Communication Facilities to another, provided that Franchisee at all times retains exclusive control over such Communication Facilities and remains responsible for locating, servicing, repairing, relocating, or removing its Communication Facilities pursuant to this Agreement.

Section 24. Notice. Any notice or information required to be given to the parties under this Agreement shall be sent via email with a hard copy delivered via U.S. mail, or via overnight delivery, to the following addresses unless otherwise specified:

City:

River Heights City
520 South 500 East
River Heights, Utah 84321

With copies to counsel
Jonathan E. Jenkins, Esq
DAINES & JENKINS, LLP
108 N. Main Street
Logan, Utah 84321

Franchisee:
All West/Utah, Inc.
50 West 100 North
Kamas, UT 84036
Matt.weller@allwest.com

Notice shall be deemed given upon acknowledged receipt of email, or three days after deposit in the U.S. mail in the case of first-class mail, or upon delivery in the case of overnight delivery.

Section 25. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties.

Section 26. Costs of Default. If any legal action, other than the judicial review of a termination determination, is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover its costs and expenses including reasonable attorneys' fees.

Section 27. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Venue and jurisdiction over any dispute related to this franchise shall be in the ~~First~~^{Sixth} Judicial District Court for Cache County, or with respect to any federal question, in the United States District Court for the District of Utah in Salt Lake County.

Section 28. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

~~**Section 29. Indemnification.** Franchisee shall indemnify, save, defend (with counsel reasonably acceptable to the City), and hold harmless the City from and against any and all claims, judgments, and/or damage that may be incurred by the City as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, this Agreement.~~

~~**Section 30. Termination.** Either party may terminate this Agreement with or without cause by giving 365 days' written notice to the other party.~~

[signatures on following page]

_____ CITY:

All West/Utah, Inc.

Name:
Title:

Name: Matthew Weller
Title: President

APPROVED AS TO FORM:

ATTEST:

Name:
Title: City Attorney

Name:
City Clerk