

# River Heights City

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## COUNCIL MEETING AGENDA Tuesday, May 17, 2022

Notice is hereby given that the River Heights City Council will hold its regular council meeting beginning at 6:30 p.m., anchored from the River Heights City Office Building at 520 S 500 E.

Pledge of Allegiance and Opening Thought (Glover)

Adoption of Previous Minutes and Agenda

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

Purchase Requisition(s)

Public Comment

Mayor Presents 2023 Fiscal Budget to the Council

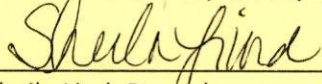
Review of Lease for Old School for the Boys' and Girls' Club

Adjourn

To join the Zoom meeting:

[https://us02web.zoom.us/j/86459701447?pwd=yD4-bXMla\\_3FVnEqDTxj-YRTKallZp.1](https://us02web.zoom.us/j/86459701447?pwd=yD4-bXMla_3FVnEqDTxj-YRTKallZp.1)

Posted this 16<sup>th</sup> day of May 2022

  
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Sheila Lind, Recorder

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

# River Heights City

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## Council Meeting

May 17, 2022

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7 Present: Mayor Jason Thompson, electronic  
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 Finance Director Cliff Grover  
17 Treasurer Wendy Wilker, electronic  
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19 Others Present: Jim Brackner, Heather Lehnig, Noel Cooley, Deborah Merritt  
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22 The following motions were made during the meeting:

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24 Motion #1

25 Councilmember Milbank moved to “adopt the minutes of the council meeting of May 3, 2022, and  
26 the evening’s agenda.” Councilmember Mathews seconded the motion, which passed with Gallup,  
27 Glover, Mathews, Milbank, and Wright in favor. No one opposed.  
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29 Motion #2

30 Councilmember Milbank moved to “adopt the minutes of the budget workshop of May 3, 2022.”  
31 Councilmember Gallup seconded the motion, which passed with Gallup, Glover, Mathews, Milbank, and  
32 Wright in favor. No one opposed.  
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34 Motion #3

35 Councilmember Wright moved to “pay the bills as listed.” Councilmember Gallup seconded the  
36 motion, which passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.  
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38 Motion #4

39 Councilmember Milbank moved to “approve a purchase order in the amount of \$1,329.89 for  
40 emergency radio equipment.” Councilmember Mathews seconded the motion, which carried with Gallup,  
41 Glover, 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, May 17, 2022, for their regular council meeting.

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

Adoption of Previous Minutes and Agenda: Minutes for the May 3, 2022, budget workshop and regular council meeting were reviewed.

**Councilmember Milbank moved to “adopt the minutes of the council meeting of May 3, 2022, and the evening’s agenda.” Councilmember Mathews seconded the motion, which passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

**Councilmember Milbank moved to “adopt the minutes of the budget workshop of May 3, 2022.” Councilmember Gallup 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

- He said he visited with Brigham City Mayor Bott about the Boys and Girls Club using a community space in their city. Mayor Bott reported the city has a great relationship with them. They have been great to work with and they hadn’t had any negative feedback from the community about having them in their city.

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

Councilmember Gallup

- She asked if anything had been done about fencing the right-of-way for the reservoir in the Cliffside area. PWD Nelson said he had pricing for it, which would be budgeted in next year’s budget. He had discussed it with Engineer Rasmussen who pointed out that there may have been a good reason why it wasn’t fenced in the first place and suggested the city seek the attorney’s opinion. Engineer Rasmussen also suggested that if the city didn’t end up fencing the right-of-way, they should get a very specific agreement with the property owners. Mayor Thompson said he would discuss it with Attorney Jenkins.

Councilmember Glover

- He received an estimate for the 400 South sidewalk from the city’s engineer. Phase 1 (600 E – 500 E) was estimated at \$62,712. Phase 2 was estimated at \$53,118. Combined, the project’s probable cost would be \$115,830. Mr. Glover felt the 4’ sidewalk price might be a little high.

Councilmember Mathews

- She gave some information on a meeting she attended with Logan City, Providence City, and the Pioneer Irrigation Co. There is an irrigation line that runs south of the mortuary. For the past couple years, they have had some flooding, so they have changed some things, which has created some other problems. Each city agreed to contribute to jetting out the line. The irrigation company would be responsible for cleaning the open ditch. It has been scheduled soon. The cost to River Heights is currently unknown.

Councilmember Milbank

- River Heights has been awarded a RAPZ grant of \$75,000 to go toward the Stewart Hill Park.
- He reported on a recent issue between the school and soccer league. The league purchased some goal posts and lock them up to the fence when they’re not using them. School Principal Stephanie Adams would like the students to be able to use them. He has asked Bryan Bingham (of the

90 soccer league) to work things out with Ms. Adams. If they are not able to work through it, the city  
will step in since the city has agreements with the school and soccer league.

92 Mayor Thompson

- 93 • The city is the process of getting a contract signed with Cache Valley Excavation for their work on  
94 the Stewart Hill Park. The engineer will soon sign a notice to proceed, which will be followed by  
95 heavy equipment being brought to the sight and the work starting.

96 Finance Director Grover

- 97 • He discussed the Financial Summary for April.
- 98 • He and Jim Brackner have met several times. Mr. Grover felt Mr. Brackner was ready to take over  
99 as finance director for him. Mayor Thompson said how grateful they were for Mr. Brackner's  
100 willingness to help out but were very sad to have Mr. Grover leave his position at the city. His  
101 service had been very valuable.

102 PWD Nelson didn't have anything to report.

103 Councilmember Gallup

- 104 • She received an email from Laura Morgan, of the Mountain West Strings Academy. She wondered  
105 if the city was going to allow them to use the Old School where they currently have their chairs  
106 and music stands stored. Mayor Thompson said he wasn't ready to answer their question yet.  
107 He's waiting to find out the plans of the Boys and Girls Club and what the city's needs will be for  
108 the gym. He felt he was on the tail end of getting the agreement with the Boys and Girls Club  
109 ironed out. Once that happens, the city will be able to make decisions moving forward.

110 Treasurer Wilker

- 111 • She presented and answered questions concerning the bills to be paid.

112 **Councilmember Wright moved to "pay the bills as listed." Councilmember Gallup seconded the  
113 motion, which passed with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

114 Purchase Requisition(s): Councilmember Gallup explained the request for emergency radio  
115 equipment. She had some people from HAM radio come to check the radio at the city building and they  
116 determined it didn't work. She has had several people volunteer to be block captains, so she wanted to  
117 get radios for them. She planned to order the equipment online. She will mark all the equipment as  
118 property of River Heights City. Mayor Thompson said he had purchased radios in the past and was willing  
119 to work with her on getting some good deals.

120 **Councilmember Milbank moved to "approve a purchase order in the amount of \$1,329.89 for  
121 emergency radio equipment." Councilmember Mathews seconded the motion, which carried with  
122 Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

123 Public Comment: Deborah Merritt lives on 700 South in the area where the residents had  
124 requested to connect to the sewer. Her leach field is getting worse and was anxious to know what the  
125 city was on deciding. She would rather spend money connecting to the sewer than for a new septic  
126 system and leach field. Councilmember Mathews said she is working on it. Mayor Thompson said they  
127 are transitioning between budgets and have plans to work on the 700 South sewer situation in the new  
128 budget year.

129 Mayor Presents 2023 Fiscal Budget to the Council: Mayor Thompson stated a budget hearing will  
130 be scheduled for June 7 to approve amendments to the current year and the next year's budget. They  
131 can approve the budget at the hearing or at the next meeting. FD Grover clarified that the capital projects  
132 need to be adopted at the same time as the budget. They are treated as one overall budget. The mayor  
133 wanted to meet with each of the council members within the next couple weeks to discuss their desires  
for capital projects. FD Grover asked them to consider with the next budget, the \$75,000 RAPZ grant and

135 a second installment of ARPA funds, in the amount of \$125,000. This will show up in November and  
136 impact the water fund.

137 Mayor Thompson asked the councilmembers to go over the full budget. Councilmember Glover  
138 asked about the increase he saw in the mayor and council salaries. FD Grover said their allocation  
139 percentages were out of sync so they just reallocated to different budgets. The total was the same as  
140 before.

141 Councilmember Glover asked about Class C roads. FD Grover explained it is an allocation from the  
142 state based on the amounts of roads the city has and it's not required to be spent on roads.

143 Mayor Thompson requested the councilmembers reach out to Treasurer Wilker and Jim Brackner  
144 with questions on their budgets.

145 Review of Lease for Old School for the Boys' and Girls' Club (Club): Mayor Thompson informed  
146 that a few additions had been made to the document in the last couple hours and still wasn't complete  
147 with all their concerns. Exhibit B would spell out the times and dates for park use and age groups. It will  
148 also give the city a 90-day trial period. After 90 days, Exhibit B could become more restrictive. He asked  
149 Councilmember Gallup about a schedule she would be comfortable with that would minimize the impact  
150 to the neighborhood and allow the ambassadors to have the space they need when they need it. Ms.  
151 Gallup gave the ambassador's current schedule and said when they meet in January to plan their year's  
152 activities they can work around the Club's preset schedule.

153 Mayor Thompson said the Club was planning to start their lease as soon as possible to give them  
154 the summer to get the building prepared and organize. They don't plan to have youth in the building until  
155 fall. The mayor suggested a review by the city every 90 days after the kids start attending.

156 Councilmember Gallup mentioned the park is currently being used by sports groups every  
157 afternoon/evening. PWD Nelson wondered if parking/traffic would be a problem with parents coming to  
158 pick up during sports games. There is already a vehicle problem during games. The mayor wanted the  
159 parent pick up to happen on 500 East. He has already talked to the Club about not having access to 400  
160 South. PWD Nelson informed that the parking lot west of the field was usually full during games. The  
161 mayor didn't think there would be parking with pick up since they would be coming and then going  
162 quickly.

163 Mayor Thompson wanted to start out giving the Club 2 hours per day with Ryann's Place and the  
164 fields. Councilmember Milbank mentioned the large grassy area north of the school building. The mayor  
165 reminded they are trying to mitigate community impact. He would like to limit the amount of time they  
166 can use the outdoor areas until the impact is known. He hadn't gotten the feeling from the Club that it  
167 would be problematic to be restricted.

168 Councilmember Gallup felt the Club should be able to use the north side of the school grassy area.  
169 Perhaps the city could allow them two 2-hour blocks. She felt kids need to be able to spend time outside.  
170 Mayor Thompson reminded that the Club is used to loading the kids up in their large vans and taking  
171 them to other places.

172 Mayor Thompson asked for input on the 90 day review and informed the lease would go through  
173 the end of next summer (15 months).

174 Councilmember Gallup asked if they could address a cap on the number of kids they can have in  
175 the program. Mayor Thompson said the Club won't take more than 150. He will make sure this was in  
176 the final lease. He will also check with the city engineer to make sure the building can hold 150 kids.

177 Mayor Thompson said he and Attorney Jenkins need to work with and negotiate with the Club on  
178 the highlighted items in the lease.

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Councilmember Gallup asked who would pay for installing the small kitchen the Club wants. The mayor said the Club would pay for whatever improvements they want but would need to clear it first through the city. PWD Nelson will set the standards and they will go through him.

The mayor planned to present the contract to the Club on Friday. Discussion was had on Exhibit A, which showed an ariel of the building. Councilmember Glover suggested using a floor plan since the purpose was to show which parts of the building would be available to the Club.

Councilmember Gallup was concerned that the Club might store some of their things in the gym, which wouldn't work out when someone else wanted to use it. The mayor said the contract would address that their things need to be cleared out of the gym each day after they use it. It's a verbal agreement now, but he'll make sure it was written.

Councilmember Mathews asked how much of the building would be available to the Club. The mayor said all except the city storage rooms, PWD Nelson's office and the east room used by the audiologist. He was not interested in renting any other parts of the building to other groups. The city is not in the building rental business. This one group will provide a good public use, while reducing negative impacts and make money for the city to pay the bills on the building. He hoped they would continue to review the lease and give him their feedback before Friday.

The meeting adjourned at 7:45 p.m.

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Sheila Lind, Recorder

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Jason Thompson, Mayor

River Heights City Bills To Be Paid

May 17, 2022

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	All Tech	Monthly Billing	\$24.32						\$24.32	\$24.32	\$72.96
2	Cache Valley Chamber of Commerce	Two Dinner/Mtg. Tickets (Jason & Dana)	\$180.00								\$180.00
3	Caselle, Inc.	Monthly Billing	\$91.69						\$91.66	\$91.65	\$275.00
4	CRS Engineering	Master Plan						\$2,888.42			\$2,888.42
5	Daines & Jenkins	Legal Fees	\$1,849.00								\$1,849.00
6	Forsgren & Associates, Inc.	400 S, Lower Well, Stewart Hill	\$2,540.00		\$5,825.00			\$120.00	\$6,860.00		\$15,345.00
7	Freecom Mailing	Monthly Billing	\$164.51						\$54.84	\$54.84	\$274.19
8	Intermountain Farmers Assocn.	Sprayer Supplies Weed Spray			\$430.15						\$430.15
9	Les Schwab	Mower Tire Repair			\$13.59						\$13.59
10	Logan City	Water Consumption							\$153.86		\$153.86
11	Mueller, Co.	Mobile Transceiver Yearly Maintenance							\$1,782.48		\$1,782.48
12	Nationwide	Recorder's Surety Bond	\$100.00								\$100.00
13	Rocky Mountain Power	Electricity Monthly Billing	\$264.09		\$55.40	\$24.77		\$1,180.46	\$2,817.68	\$22.56	\$4,364.96
14	Roto Rooter	Portable Toilet			\$153.00						\$153.00
15	Rural Water Association of Utah	Annual Membership Dues							\$842.00		\$842.00
16	Senske Services	Spring Lawn Care			\$142.20						\$142.20
17	South Fork Hardware	Fix Backstop on Baseball Field			\$14.58						\$14.58
18	South Fork Hardware	Mounting Tape			\$67.62						\$67.62
19	Thomas Petroleum	Fuel for City Vehicles			\$45.87			\$45.87	\$45.87	\$45.87	\$183.48
20	USA Blue Book	Meter Adapter							\$87.80		\$87.80
21	Utah Local Government Trust	Monthly Workers Comp-vehicle drop	\$1.93		\$2.94			\$8.96	\$11.35	\$11.95	\$37.13
22	Verizon Wireless	City Owned Cell Phones	\$68.86						\$68.86	\$68.87	\$206.59
23	Xerox Corporation	Monthly Billing	\$196.89								\$196.89
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Page 1 SubTotals

\$5,481.29

\$6,750.35

\$24.77

\$4,243.71

\$12,840.72

\$320.06

\$29,660.90

Page 1 Total Amount to

id \$29,660.90

River Heights City  
 Financial Summary  
 April 30, 2022

**Cash Balance By Fund**

	03/31/22	04/30/22	Net Change	% of Total
General Fund	270,867.73	273,597.65	2,729.92	10.01%
Capital Projects Fund	433,506.75	430,291.77	(3,214.98)	15.75%
Water Fund	1,126,769.70	1,132,608.97	5,839.27	41.45%
Sewer Fund	850,912.48	895,969.96	45,057.48	32.79%
<b>Total Cash Balance</b>	<b>2,682,056.66</b>	<b>2,732,468.35</b>	<b>50,411.69</b>	<b>100.00%</b>

	YTD Actual	Annual Budget	Unexpended Budget	% Of Budget Incurred	% Of Time Incurred
<b>Revenue</b>	<b>792,743.43</b>	<b>965,103.00</b>	<b>172,359.57</b>	<b>82.14%</b>	<b>83.29%</b>
<b>Expenditures</b>					
Administrative	174,812.36	206,170.00	31,357.64	84.79%	83.29%
Office	20,655.81	28,564.82	7,909.01	72.31%	83.29%
Community Affairs	17,635.24	25,550.00	7,914.76	69.02%	83.29%
Planning & Zoning	1,042.36	2,668.00	1,625.64	39.07%	83.29%
Public Safety	192,581.85	218,910.00	26,328.15	87.97%	83.29%
Roads	98,005.46	127,010.00	29,004.54	77.16%	83.29%
Parks & Recreation	52,135.82	78,920.18	26,784.36	66.06%	83.29%
Sanitation	150,594.00	150,000.00	(594.00)	100.40%	83.29%
School Building	19,742.66	33,200.00	13,457.34	59.47%	83.29%
Transfer To CP Fund	100,000.00	100,000.00	-	100.00%	
<b>Total Expenditures</b>	<b>827,205.56</b>	<b>970,993.00</b>	<b>143,787.44</b>	<b>85.19%</b>	<b>83.29%</b>
<b>Net Revenue Over Expenditures</b>	<b>(34,462.13)</b>	<b>(5,890.00)</b>	<b>28,572.13</b>		

<b>Capital Projects Fund</b>					
Revenue	1,054.61	3,000.00	1,945.39		83.29%
Reimbursement Income	-	-	-		
Transfer From General Fund	100,000.00	100,000.00	-		
<b>Expenditures</b>					
Administrative	3,000.00	22,000.00	19,000.00		83.29%
Parks & Recreation	27,937.89	150,000.00	122,062.11		83.29%
Roads	67,389.69	272,400.00	205,010.31		83.29%
	-	-	-		83.29%
<b>Total Expenditures</b>	<b>98,327.58</b>	<b>444,400.00</b>	<b>346,072.42</b>		<b>83.29%</b>
<b>Net Revenue Over Expenditures</b>	<b>2,727.03</b>	<b>(341,400.00)</b>	<b>(344,127.03)</b>		

<b>Water Fund</b>					
Revenue	402,985.88	457,003.00	54,017.12	88.18%	83.29%
Expenditures	211,977.82	507,140.00	295,162.18	41.80%	83.29%
<b>Net Revenue Over Expenditures</b>	<b>191,008.06</b>	<b>(50,137.00)</b>	<b>(241,145.06)</b>		

<b>Sewer Fund</b>					
Revenue	357,631.71	402,703.00	45,071.29	88.81%	83.29%
Expenditures	260,489.76	438,890.00	178,400.24	59.35%	83.29%
<b>Net Revenue Over Expenditures</b>	<b>97,141.95</b>	<b>(36,187.00)</b>	<b>(133,328.95)</b>		

<b>Combined - All Funds</b>					
<b>Net Revenue Over Expenditures - Combined</b>	<b>256,414.91</b>	<b>(433,614.00)</b>	<b>(690,028.91)</b>		



## PURCHASE REQUISITION

<b>River Heights City Corporation</b> 520 South 500 East River Heights, Utah 84321 (435) 752-2646	<b>Purchase Requisition No.:</b> _____ <b>Purchase Requisition Date:</b> <u>5/17/2022</u>  <b>Ship To:</b> <u>Clayten Nelson</u> <u>520 South 500 East</u> <u>River Heights, Utah 84321</u> <u>435-213-6948</u>  <b>Purchase Order Date:</b> _____ <b>Purchase Order No.:</b> _____
<b>Vendor :</b> _____ _____ _____ _____	
<b>Contact:</b> _____	

Item	Quantity	GL #	Description	Unit Price	Extended
Radios	10	10-54-25	2 pack of hand held radios	\$ 59.00	\$ 590.00
Radio Base	1	10-54-25	Base for hand held radios	\$ 119.99	\$ 119.99
HAM Radio	1	10-54-25	YAESU FTM 6000R HAM Radio	\$ 319.95	\$ 319.95
Antenna	1	10-54-25	Diamond X50NA antenna	\$ 99.95	\$ 99.95
Coax	1	10-54-25	Antenna Coax	\$ 200.00	\$ 200.00
				<b>Subtotal</b>	<b>\$ 1,329.89</b>
				<b>Shipping/Other</b>	
				<b>TOTAL</b>	<b>\$ 1,329.89</b>

Requisition

_____ Authorized Signature	_____ Date
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*Attach to Purchase Order*

## Report Criteria:

Print Fund Titles  
 Page and Total by Fund  
 Print Source Titles  
 Total by Source  
 Print Department Titles  
 Total by Department  
 All Segments Tested for Total Breaks

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
<b>General Fund</b>			
<b>Taxes</b>			
10-31-10	Property Tax	112,000.00	112,000.00
10-31-20	Sales Tax	380,000.00	380,000.00
10-31-30	Franchise Tax	76,000.00	76,000.00
10-31-50	Redemption Taxes	700.00	700.00
10-31-60	UPP Taxes (personal property)	7,500.00	7,500.00
10-31-70	UPP Fees & Lieu (Vehicle Tax)	7,000.00	7,000.00
	<b>Total Taxes:</b>	<b>583,200.00</b>	<b>583,200.00</b>
<b>Licenses and Permits</b>			
10-32-10	Zoning Clearance Permits	1,500.00	4,000.00
10-32-20	Home Occupation License	2,300.00	2,300.00
10-32-30	Conditional Use Permits	300.00	400.00
10-32-40	Subdivision Fees	1,000.00	4,000.00
10-32-50	Cache County 20% Bldg. Fee	3,000.00	3,000.00
10-32-60	Dog Fees	6,300.00	6,300.00
10-32-65	Sanitation	184,000.00	184,000.00
10-32-70	Impact Fees - Parks	2,000.00	3,000.00
10-32-75	Impact Fees - Roads	9,500.00	9,500.00
10-32-80	Storm Drainage	25,000.00	25,000.00
10-32-85	911	33,000.00	33,000.00
	<b>Total Licenses and Permits:</b>	<b>267,900.00</b>	<b>274,500.00</b>
<b>Intergovernmental Revenue</b>			
10-33-10	State Liquor	.00	.00
10-33-20	Class 'C' Road	92,000.00	92,000.00
10-33-25	Park Grant (RAPZ)	5,000.00	5,000.00
10-33-30	Sidewalk Improvement - Propert.	.00	.00
10-33-40	Grant - Basement Museum (RAPZ)	.00	.00
10-33-50	Grant - Sidewalk	.00	.00
10-33-55	Grant - Cache County Stimulus	.00	.00
10-33-60	Grant - State of Utah-CARES	.00	.00
10-33-65	Grant - State of Utah- ARPA	.00	.00
	<b>Total Intergovernmental Revenue:</b>	<b>97,000.00</b>	<b>97,000.00</b>
<b>Charges for Services</b>			
10-34-10	Parks and Rec. & Rent Park	3,400.00	3,400.00
10-34-15	Ball Diamond Rental	.00	.00
10-34-16	Soccer Field Rental	.00	.00
10-34-20	T-Ball	.00	.00
10-34-30	Late Fees	300.00	300.00
10-34-40	School Building Rental Income	6,700.00	90,000.00

Account Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
10-34-50	School Building Covid Income	.00	.00
10-34-90	Storm Water/Irrigation	.00	.00
<b>Total Charges for Services:</b>		<b>10,400.00</b>	<b>93,700.00</b>
<b>Fines and Forfeitures</b>			
10-35-10	Fines and Forfeitures	1,400.00	1,400.00
<b>Total Fines and Forfeitures:</b>		<b>1,400.00</b>	<b>1,400.00</b>
<b>Other Revenue</b>			
10-36-10	Other	.00	.00
10-36-15	Bad Debt Recovery	.00	.00
10-36-16	Apple Days-Derby Box Car	.00	.00
10-36-17	Apple Days-Fun Run	110.00	110.00
10-36-18	Apple Days-Tennis	60.00	60.00
10-36-19	Apple Days-Pickleball	.00	.00
10-36-20	Apple Days-Promotion/Entertain	78.00	78.00
10-36-21	Vendor Booth-Apple Days	255.00	255.00
10-36-25	Community Affairs - Other	.00	.00
10-36-30	Rent - City Building	900.00	900.00
10-36-35	Right of Way Fees	.00	.00
10-36-40	Youth Council	.00	.00
10-36-50	Contribution	3,000.00	.00
10-36-60	Interest Income	800.00	800.00
10-36-70	Recovery Fees - (Weed Control)	.00	.00
10-36-75	Tennis Court - Light Meter	.00	.00
10-36-80	Sidewalk Cost Recovery	.00	.00
10-36-85	Sale of Capital Assets	.00	.00
10-36-90	Gain <Loss> on Assets	.00	.00
10-36-95	Sewer Fund Transfer	.00	.00
10-36-99	Trans GF Beg Bal	.00	.00
<b>Total Other Revenue:</b>		<b>5,203.00</b>	<b>2,203.00</b>
<b>Administration</b>			
10-41-01	Mayor and Council	22,320.00	26,040.00
10-41-02	Judicial	.00	.00
10-41-03	Treasurer	7,700.00	11,100.00
10-41-04	Budget Officer	.00	.00
10-41-05	Recorder	21,700.00	23,200.00
10-41-06	Finance Director	4,900.00	4,900.00
10-41-08	Webmaster	.00	.00
10-41-10	Supervisor of Public Works	14,900.00	15,700.00
10-41-15	Payroll Taxes	7,600.00	8,100.00
10-41-16	Health Insurance	2,200.00	2,200.00
10-41-30	Compliance Officer/Zoning	.00	.00
10-41-40	Audit	3,800.00	3,800.00
10-41-41	Professional Fees	7,410.00	7,400.00
10-41-42	Bad Debt	.00	.00
10-41-43	Legal	15,340.00	16,000.00
10-41-46	Dues and Subscriptions	2,000.00	2,250.00
10-41-50	Gas, Oil, Vehicle Repairs	.00	.00
10-41-55	Insurance Liability and Other	3,500.00	3,750.00
10-41-65	Repairs and Maintenance	15,500.00	500.00
10-41-70	Training and Meetings	500.00	1,800.00

Account Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
10-41-75	Gas	.00	.00
10-41-80	Bank Service Charges	1,600.00	1,600.00
10-41-83	Capital Expenditures	.00	.00
10-41-85	Security System	.00	.00
10-41-87	Capital Expenditures	.00	.00
10-41-90	Depreciation Expense	74,900.00	74,900.00
10-41-92	State of Utah Grant-CARES Fund	.00	.00
10-41-95	Miscellaneous	300.00	400.00
<b>Total Administration:</b>		<b>206,170.00</b>	<b>203,640.00</b>

**Office Expenses**

10-44-10	Office and General Supplies	5,500.00	5,500.00
10-44-12	Office Cleaning	.00	200.00
10-44-15	Dinner & Party	1,550.00	1,750.00
10-44-17	Computer Maintenance	1,600.00	1,600.00
10-44-20	Computer Updates	500.00	3,500.00
10-44-25	Computer - Recorder	100.00	550.00
10-44-30	Copy Machine Maintenance	4,400.00	1,500.00
10-44-35	1/3 Caselle	1,100.00	1,100.00
10-44-40	Elections	2,564.82	.00
10-44-45	Fax, Copier, Printer	100.00	100.00
10-44-47	Fire Extinguisher Service	200.00	250.00
10-44-50	Newsletter/Fliers	725.00	1,575.00
10-44-52	Newspaper Ads	1,200.00	1,400.00
10-44-55	Postage	1,500.00	1,600.00
10-44-60	Cash Over/Cash Under Petty CSH	.00	.00
10-44-62	Recorder's Bond	.00	.00
10-44-65	Software	2,275.00	2,300.00
10-44-70	Training - Recorder	.00	1,000.00
10-44-75	Gas	600.00	700.00
10-44-77	Electricity	1,250.00	1,300.00
10-44-78	Telephone	3,400.00	2,500.00
10-44-79	Internet	700.00	800.00
10-44-80	Web Page Domain	400.00	400.00
10-44-85	Web Master	400.00	400.00
<b>Total Office Expenses:</b>		<b>30,064.82</b>	<b>30,025.00</b>

**Community Affairs**

10-48-04	Recorder	.00	1,000.00
10-48-10	Apple Days Dinner - INACTIVE	.00	.00
10-48-16	Apple Days-Derby Box Car	.00	.00
10-48-17	Apple Days-Fun Run	250.00	250.00
10-48-18	Apple Days-Tennis	250.00	250.00
10-48-19	Apple Days-Pickleball	.00	.00
10-48-20	Apple Days-Promotion/Entertain	8,000.00	8,000.00
10-48-21	Events (X-mas Tree Lighting)	2,500.00	2,500.00
10-48-25	Apple Days - Quilt	.00	.00
10-48-30	Civic Projects	4,000.00	4,000.00
10-48-50	Summer Reading Program	350.00	350.00
10-48-55	Float Decorations/Parades	400.00	1,000.00
10-48-60	Library	4,700.00	4,700.00
10-48-65	Museum	.00	.00
10-48-70	Royalty/Ambassadors	2,400.00	5,500.00
10-48-80	Youth Council	1,700.00	.00

Account Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
10-48-90	Sound System	.00	.00
Total Community Affairs:		24,550.00	27,550.00
<b>Planning &amp; Zoning</b>			
10-51-07	Planning Commission	1,100.00	1,200.00
10-51-10	ZoningAdmin/Planner	363.00	.00
10-51-15	Payroll Taxes	.00	.00
10-51-19	Advertising, Notices	250.00	300.00
10-51-20	Cache County Planner	.00	.00
10-51-25	Copies of Ordinances, Maps, Ot	.00	50.00
10-51-30	Pass Through Fees-PZ	5.00	5.00
10-51-41	Professional Fees	950.00	750.00
10-51-45	Training	.00	500.00
Total Planning & Zoning:		2,668.00	2,805.00
<b>Public Safety</b>			
10-54-10	Crossing Guards	10,860.00	17,234.75
10-54-15	Payroll Taxes	1,500.00	1,700.00
10-54-19	Crossing Guard Supplies	150.00	150.00
10-54-20	Crossing Guard Training	200.00	200.00
10-54-25	Emergency Preparedness	15,000.00	15,000.00
10-54-26	Neighborhood Watch	.00	.00
10-54-30	Fire/EMS	140,000.00	140,000.00
10-54-40	911	25,000.00	25,000.00
10-54-50	Liquor Law	.00	.00
10-54-60	Police	14,600.00	17,000.00
10-54-70	Animal Control	6,700.00	6,700.00
10-54-75	Electricity - School Flashers	300.00	300.00
Total Public Safety:		214,310.00	223,284.75
<b>Roads</b>			
10-60-10	Supervisor - Roads	14,900.00	15,700.00
10-60-11	Part-Time Wages	2,400.00	3,500.00
10-60-12	Maintenance Assistant	10,700.00	11,400.00
10-60-15	Payroll Taxes	2,800.00	3,100.00
10-60-16	Health Insurance	8,200.00	8,200.00
10-60-22	DO NOT USE Eng & Professional	.00	.00
10-60-24	Trails	.00	.00
10-60-26	Street Painting	3,150.00	6,500.00
10-60-30	Walkway Repairs	13,000.00	15,000.00
10-60-35	DO NOT USE	.00	.00
10-60-40	Signs	4,950.00	6,000.00
10-60-41	Engineering/Professional Fees	4,560.00	2,500.00
10-60-46	Dues and Subscriptions	.00	.00
10-60-50	Gas, Oil & Vehicle Repair	3,500.00	5,500.00
10-60-55	Snow Removal	10,860.00	20,000.00
10-60-56	Insurance, Liability and Other	7,400.00	7,400.00
10-60-60	Street Lighting	14,500.00	14,500.00
10-60-65	Street Repairs	600.00	600.00
10-60-70	Street Sweeping	.00	.00
10-60-75	Gas - Heating Garage	700.00	600.00
10-60-76	Storm Water	14,650.00	22,500.00
10-60-77	Electricity	.00	.00

Account Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
10-60-79	Internet	.00	.00
10-60-80	Repairs and Maintenance	4,500.00	9,000.00
10-60-83	Capital Expenditures	.00	.00
10-60-90	Storm Water/Irrigation	2,000.00	2,000.00
<b>Total Roads:</b>		<b>123,370.00</b>	<b>154,000.00</b>
<b>Parks &amp; Recreation</b>			
10-70-10	Supervisor - Parks	14,900.00	15,700.00
10-70-11	Part-Time Wages	3,400.00	4,900.00
10-70-12	Maintenance Assistant	12,900.00	13,700.00
10-70-15	Payroll Taxes	3,100.00	3,400.00
10-70-16	Health Insurance	9,600.00	9,600.00
10-70-25	Advertising	.00	.00
10-70-30	Cleaning Supplies	600.00	600.00
10-70-35	Coin Operated Light Controller	.00	.00
10-70-40	Maintenance Ryan's Park	3,000.00	3,000.00
10-70-41	Professional Fees	3,000.00	3,000.00
10-70-45	Maintenance - Grounds	4,200.00	4,200.00
10-70-50	Maint. Tennis-Pickleball Court	.00	.00
10-70-55	Plant Restoration	1,000.00	1,000.00
10-70-56	Insurance Liability and Other	1,800.00	1,800.00
10-70-60	T-Ball	.00	.00
10-70-65	Soccer League Expenses	1,000.00	1,000.00
10-70-67	Eccles Ice Center-Closed DNUse	.00	.00
10-70-70	Tennis Court Utilities	.00	.00
10-70-72	Park Deposit Refund	750.00	750.00
10-70-74	Building Deposit Refund	600.00	600.00
10-70-75	Gas	800.00	800.00
10-70-77	Electricity	900.00	900.00
10-70-79	Internet	.00	.00
10-70-80	Repairs & Maintenance	7,000.00	7,000.00
10-70-82	Dugout Benches - Ball Diamond	500.00	500.00
10-70-83	RAPZ-Population Based Expenses	6,167.00	3,076.00
10-70-86	Park Restroom	1,600.00	1,600.00
10-70-90	Miscellaneous	353.18	1,000.00
<b>Total Parks &amp; Recreation:</b>		<b>77,170.18</b>	<b>78,126.00</b>
<b>School Building Expenses</b>			
10-75-56	Insurance Liability -School	.00	.00
10-75-74	School Building Deposit Refund	.00	.00
10-75-75	School Building Gas	30,000.00	30,000.00
10-75-77	School Building Electricity	3,200.00	3,200.00
10-75-79	School Building Internet	.00	.00
10-75-80	School Repairs & Maintenance	3,600.00	5,000.00
<b>Total School Building Expenses:</b>		<b>36,800.00</b>	<b>38,200.00</b>
<b>Capital Improvements</b>			
10-80-10	City Shed - Fencing	.00	.00
10-80-20	Dugout Benches - Ball Diamond	.00	.00
10-80-30	Equipment Purchase - Mower	.00	.00
10-80-40	Museum	.00	.00
10-80-50	Ryan's Place Park	.00	.00
10-80-60	French Drain - Shop	.00	.00

Account Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
10-80-70	Water Line - Shop	.00	.00
10-80-80	Sidewalks and Trails	.00	.00
10-80-84	Museum	.00	.00
10-80-85	Park Sprinkler	.00	.00
<b>Total Capital Improvements:</b>		<b>.00</b>	<b>.00</b>
<b>Other Expenses</b>			
10-90-10	Sanitation	150,000.00	150,000.00
10-90-20	Overhead Reimbursement	.00	.00
10-90-92	Transfer to CP Fund	100,000.00	144,372.25
10-90-93	Transfer to Water Fund	.00	.00
10-90-94	Transfer to Sewer Fund	.00	.00
10-90-99	Suspense	.00	.00
<b>Total Other Expenses:</b>		<b>250,000.00</b>	<b>294,372.25</b>
<b>General Fund Revenue Total:</b>		<b>965,103.00</b>	<b>1,052,003.00</b>
<b>General Fund Expenditure Total:</b>		<b>965,103.00</b>	<b>1,052,003.00</b>
<b>Net Total General Fund:</b>		<b>.00</b>	<b>.00</b>

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
<b>Capital Projects Fund</b>			
<b>Other</b>			
40-36-10	Interest - Capital Improvement	3,000.00	3,000.00
40-36-80	Reimbursement Income	.00	.00
40-36-90	Transfers from General Fund	100,000.00	144,372.25
40-36-91	Transfers from Water Fund	.00	.00
40-36-92	Transfers from Sewer Fund.	.00	.00
Total Other:		103,000.00	147,372.25
<b>Department: 40</b>			
40-40-85	Capital Improvements	.00	.00
40-40-90	Transfers to Water Fund	.00	.00
Total Department: 40:		.00	.00
<b>Department: 41</b>			
40-41-83	Administrative	22,000.00	22,000.00
Total Department: 41:		22,000.00	22,000.00
<b>Department: 51</b>			
40-51-83	Water-NEVER USE THIS ACCOUNT	.00	.00
Total Department: 51:		.00	.00
<b>Department: 60</b>			
40-60-83	Roads	272,400.00	272,400.00
Total Department: 60:		272,400.00	272,400.00
<b>Department: 70</b>			
40-70-83	Parks & Recreation	150,000.00	150,000.00
Total Department: 70:		150,000.00	150,000.00
<b>Department: 80</b>			
40-80-83	Electricity	.00	.00
Total Department: 80:		.00	.00
Capital Projects Fund Revenue Total:		103,000.00	147,372.25
Capital Projects Fund Expenditure Total:		444,400.00	444,400.00
Net Total Capital Projects Fund:		341,400.00-	297,027.75-



Account Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
<b>Water Fund</b>			
51-1930	Water Shares	.00	.00
<b>Other</b>			
51-36-10	Charges for Services - Water	446,000.00	446,000.00
51-36-15	Interest Earned - Water	9,600.00	9,600.00
51-36-20	Hookups & Other - Water	1.00	1.00
51-36-30	Impact Fees - Water	1.00	1.00
51-36-40	Water Connection Fees	.00	.00
51-36-65	Grant-State of Utah-ARPA	.00	.00
51-36-90	Transfers from General Fund	.00	.00
51-36-91	Transfers from Cap Proj Fund	.00	.00
51-36-95	Misc. Income	.00	.00
51-36-96	Scrap Recovery	1.00	1.00
51-36-98	Container Refunds	1,400.00	1,400.00
	<b>Total Other:</b>	<b>457,003.00</b>	<b>457,003.00</b>
<b>Water Department</b>			
51-40-01	Mayor and Council	7,440.00	5,580.00
51-40-03	Treasurer	7,500.00	10,800.00
51-40-05	Recorder	5,400.00	5,800.00
51-40-06	Finance Director	4,750.00	4,750.00
51-40-10	Supervisor - Public Works	22,400.00	23,500.00
51-40-11	Part Time Wages	2,900.00	4,200.00
51-40-12	Maintenance Assistant	12,900.00	13,700.00
51-40-15	Payroll Taxes	6,200.00	6,800.00
51-40-16	Health Insurance	10,300.00	10,300.00
51-40-20	1/3 Caselle Fee	1,100.00	1,100.00
51-40-22	Bad Debt	1,500.00	1,500.00
51-40-25	Billing Expense	300.00	300.00
51-40-26	Postage	1,100.00	1,100.00
51-40-30	Bond Payment - Interest	.00	.00
51-40-35	Capital Expenditures	205,000.00	495,000.00
51-40-37	Depreciation	72,000.00	72,000.00
51-40-40	Audit	2,300.00	2,300.00
51-40-41	Professional Fees	8,000.00	8,000.00
51-40-43	Legal	500.00	500.00
51-40-46	Dues and Subscriptions	1,100.00	1,100.00
51-40-50	Gas, Oil, & Vehicle Repair	3,100.00	3,100.00
51-40-51	Logan City Water Fees	8,000.00	8,000.00
51-40-55	Insurance Liability and Other	6,600.00	6,600.00
51-40-60	ProLog Water Share Assessment	6,500.00	6,500.00
51-40-65	Repairs and Maintenance	45,000.00	45,000.00
51-40-66	Materials and Supplies	4,500.00	4,500.00
51-40-70	Training and meetings	700.00	700.00
51-40-71	Rural Water Fees	.00	.00
51-40-75	Gas	2,400.00	2,400.00
51-40-77	Electricity	41,000.00	41,000.00
51-40-78	Telephone	3,100.00	4,000.00
51-40-79	Internet	400.00	400.00
51-40-80	Chlorine	4,000.00	4,000.00
51-40-83	Cap. Water - DO NOT USE	.00	.00
51-40-85	Replace Water Meters	.00	.00
51-40-86	Flow Meters	.00	20,000.00
51-40-90	Replace Reservoir	.00	.00

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
51-40-91	Transfers to Other Funds	.00	.00
51-40-95	Miscellaneous	150.00	150.00
Total Water Department:		498,140.00	814,680.00
Water Fund Revenue Total:		457,003.00	457,003.00
Water Fund Expenditure Total:		498,140.00	814,680.00
Net Total Water Fund:		41,137.00-	357,677.00-

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
<b>Sewer Fund</b>			
<b>Other</b>			
52-36-10	Charges for Services - Sewer	360,000.00	360,000.00
52-36-20	Interest Earned - Sewer	12,700.00	12,700.00
52-36-25	Sewer Assessment & Other	1.00	1.00
52-36-30	Impact Fees - Sewer	1.00	1.00
52-36-40	Connection Fees	.00	.00
52-36-50	Reimbursements-Sewer	1.00	1.00
52-36-85	Asset Sale	30,000.00	30,000.00
52-36-90	Transfer from General Fund	.00	.00
Total Other:		402,703.00	402,703.00
<b>Sewer Department</b>			
52-40-01	Mayor and Council	7,440.00	5,580.00
52-40-03	Treasurer	7,500.00	10,800.00
52-40-05	Recorder	5,400.00	5,800.00
52-40-06	Finance Director	4,750.00	4,750.00
52-40-10	Supervisor - Public Works	7,500.00	7,800.00
52-40-11	Part Time Wages	1,000.00	1,400.00
52-40-12	Maintenance Assistant	6,400.00	6,800.00
52-40-15	Payroll Taxes	3,900.00	4,300.00
52-40-16	Health Insurance	4,900.00	4,900.00
52-40-20	1/3 Caselle Fee	1,100.00	1,100.00
52-40-22	Bad Debt	100.00	100.00
52-40-25	Billing Expense	250.00	250.00
52-40-26	Postage	1,100.00	1,100.00
52-40-35	Capital Expenditures	36,038.00	96,000.00
52-40-36	Capital Expenditures-Reimburse	.00	.00
52-40-37	Depreciation	23,000.00	23,000.00
52-40-40	Audit	2,300.00	2,300.00
52-40-43	Legal	1,200.00	1,200.00
52-40-45	Professional Fees	100.00	100.00
52-40-46	Dues and Subscriptions	50.00	50.00
52-40-50	Gas, Oil & Vehicle Repair	3,000.00	3,000.00
52-40-55	Insurance Liability and Other	6,900.00	6,900.00
52-40-65	Repairs and Maintenance	18,000.00	25,000.00
52-40-70	Training and meetings	650.00	650.00
52-40-71	Rural Water Fees	.00	.00
52-40-75	Gas	500.00	500.00
52-40-77	Electricity	400.00	400.00
52-40-78	Telephone	2,000.00	2,000.00
52-40-79	Internet	300.00	300.00
52-40-80	Sewer Treatment	175,000.00	175,000.00
52-40-85	Supplies	2,000.00	2,000.00
52-40-90	Transfers	.00	.00
52-40-95	Miscellaneous	150.00	150.00
Total Sewer Department:		322,928.00	393,230.00
Sewer Fund Revenue Total:		402,703.00	402,703.00
Sewer Fund Expenditure Total:		322,928.00	393,230.00

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<u>Account Number</u>	<u>Account Title</u>	<u>2021-22 Current year Budget</u>	<u>2022-23 Future year Budget</u>
	Net Total Sewer Fund:	<u>79,775.00</u>	<u>9,473.00</u>
	Net Grand Totals:	<u><u>302,762.00-</u></u>	<u><u>645,231.75-</u></u>

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Report Criteria:

- Print Fund Titles
  - Page and Total by Fund
  - Print Source Titles
  - Total by Source
  - Print Department Titles
  - Total by Department
  - All Segments Tested for Total Breaks
-

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement"), is made and entered into this \_\_\_\_\_ day of May 2022, by and between River Heights City Corporation, a Utah municipal corporation (hereinafter referred to as "Landlord" ) and Boys & Girls Club of Northern Utah [~~need full name and entity type~~] (hereinafter collectively referred to as "Tenant")

### RECITALS:

A. Landlord is the owner of that certain real property more fully described on Exhibit "A", attached hereto and by this reference incorporated herewith.

B. Tenant is a club organization for young people.

C. Tenant is in need of suitable space within which it may conduct its operations.

D. Landlord and Tenant have communicated to one another the above-described circumstances and their respective desires to lease the real property described on Exhibit "A" hereto and have heretofore negotiated the terms of this Agreement and desire to memorialize the terms thereof by this instrument.

NOW, THEREFORE, in consideration of the above premises, the covenants and promises hereinafter set forth, and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

### ARTICLE I - LEASE

1.01. Lease of Property. In consideration of the rents, covenants and agreements hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the real property described on Exhibit "A" hereto, located in River Heights, Utah, together with all improvements and fixtures presently associated therewith, all of which is referred to hereinafter as the "Subject Property" or "Premises". Additionally, tenant shall have the right to use select outdoor facilities and park areas of Landlord under specific terms and conditions as further described on Exhibit "B" also the "Subject Property" or "Premises"

1.02. Term. Subject to the terms of Section 2.08, the term of this Lease shall be for a total period of 16 months, commencing on June 1, 2022 and ending on December 31, 2023.

1.03. Lease Payments. Tenant agrees to pay, and Landlord agrees to accept, the following amounts as the Lease payments for the Subject Property:

A. Fixed Rents. As and for the base monthly fixed rental for the Subject Property, which is net to Landlord, Tenant agrees to pay \$7,500.00 USD per month.

B. Time and Method. The lease payments for each month during the lease period of this Agreement shall be payable in advance on the first day of each month during the term of this Agreement and shall be made payable to the Landlord at the below listed address, or such other address as may be later designated in writing, by the Landlord.

1.05. Security Deposit.

A. Amount. The Tenant will deposit with the Landlord a security deposit of \$7,500.00 upon execution of this Agreement for the Subject Property which will be held by Landlord according to this Section 1.05.

B. Non-Payment. The above deposit shall be held by the Landlord (without liability for interest) as security for the faithful performance by the Tenant, of all of the terms, conditions and covenants of this Agreement, which are to be kept and performed by the Tenant during the term hereof. If at any time during the term of this Agreement, any of the lease payments herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at its option (but Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue lease payments or other sums.

C. Other Default. In the event of the failure by Tenant to keep and perform any of the terms, covenants and conditions of this Agreement to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply the entire deposit, or so much thereof as may be necessary, to compensate Landlord for loss or damage sustained or suffered by Landlord, due to such breach on the part of Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue lease payments or other sums due and payable to Landlord, by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount, in cash, to restore said security to the original sum deposited, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Agreement. Should Tenant comply with all of said terms, covenants and conditions, and properly comply with all of the lease payments herein provided for, as they fall due, and all other sums payable by Tenant to Landlord hereunder, the said deposit shall be returned in full to Tenant at the end of this Agreement, or upon the earlier termination of this Agreement.

D. Disposition Upon Sale. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Subject Property, in the event that such interest be sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

## ARTICLE II - RIGHTS AND DUTIES OF TENANT

2.01. Use of Subject Property. Tenant shall use the Subject Property for the purpose of providing a safe and constructive type environment for youth during out-of-school hours and during the summer. Tenant shall not utilize the Subject Property for any unlawful or hazardous purpose or activity.

2.02. Improvements by Tenant. The Tenant shall not make any alterations or improvements in or to the Subject Property without the prior consent of the Landlord. All alterations and improvements made or added to the Subject Property, may be removed by Tenant so long as the Tenant repairs any damages to the Subject Property occasioned by such removal or such removal does not result in any damage to the Subject Property.

2.03. Miscellaneous Expenses. Tenant agrees, at its own expense, to pay all cleaning and janitor costs relative to the Subject Property; to provide its own insurance on improvements and personal property installed or placed by Tenant in or on the Subject Property; to pay all costs and expenses of every nature in connection with Tenant's business activities on the Subject Property, including but not limited to all utility and other charges incurred by Tenant. In addition, Tenant at its own expense, shall pay all property taxes, and fire insurance related to Tenant's personal property and improvements and fixtures installed by Tenant.

2.04. Insurance. Tenant shall, at all times during the term of this Agreement, maintain in full force and effect, and pay all premiums for, public liability and general hazard insurance with a reputable insurance company or companies acceptable to Landlord covering Tenant's personal property, inventory, and all improvements and fixtures of Subject Property. The general liability limits of said policy or policies shall not be less than \$1,000,000.00 per person and per occurrence. Tenant shall, upon request, furnish to Landlord a copy of each policy, and each such policy shall provide that it may not be canceled without prior written notice to Landlord. Landlord shall be listed as a loss payee as to any covered risk applicable to Landlord.

Landlord and Tenant waive and relinquish any right or claim, including rights of subrogation, against one another that may arise out of any fire or other hazard occurring upon or to the Subject Property or any property (real or personal) of either party located in or upon the Subject Property.

2.05. Repair and Maintenance. Tenant shall at all times during the term hereof, and any extensions thereof, keep the Subject Property in sightly condition, and in good repair, and shall not permit the accumulation of any rubbish on the Subject Property. The word "repair" as used in this paragraph shall include any repairs, replacements, changes and/or additions to

the Subject Property which may be required by Tenant's use and occupancy thereof. In addition to maintaining the Subject Property the Tenant shall keep it free from liens, encumbrances and security interest, not sell, misuse, conceal, or in any way dispose of it or permit it to be used unlawfully or for hire or contrary to the provisions of any insurance coverage; and not permit it to become a fixture or an accession to other goods. The provisions of this paragraph shall not apply to repairs or reconstruction in the event of damage by fire, casualty or other destruction, or in the event of eminent domain, which shall be the responsibility of Landlord.

2.06 Liens and Encumbrances. Tenant agrees that it shall not take any actions, nor make any representations in connection with the Subject Property, nor Tenant's business activities on the Subject Property, which shall have the effect of, or result in, the attachment of any lien or other encumbrance to the Subject Property or otherwise to interfere with Landlord's title to the underlying real property.

2.07 Taxes on Real Property. In addition to Fixed Rent, Tenant shall pay all real property taxes and general and special assessments (real property taxes) levied and assessed against the building, other improvements, and land of which the premises are part on the first day of each month with its payment of Fixed Rent.

Each year Landlord shall notify Tenant of Landlord's calculation of the real property taxes and together with such notice shall furnish Tenant with a copy of the tax bill. Tenant shall pay the real property taxes to Landlord not later than ten (10) days after receipt of the tax bill, or not later than ten (10) days before the taxing authority's delinquency date, whichever is later.

### ARTICLE III - RIGHTS AND DUTIES OF LANDLORD

3.01. Assignment and Subletting. Tenant will not assign this Agreement in whole or in part, nor sublet all or any part of the Subject Property, without the prior written consent of Landlord in each instance. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. If this Agreement is assigned, or if the Subject Property, or any part thereof, is sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved; but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of its covenants and agreement specified herein. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Agreement and shall not be released from performing any of the terms, conditions and covenants of this Agreement without the express written consent of Landlord.



3.02. Entry by Landlord. Landlord or its agents shall have the right to enter and inspect the Subject Property upon notice to Tenant and at reasonable times and in such manner so as not to interfere with Tenant's business, to examine the Subject Property and to show the Subject Property to prospective purchasers or lessees of the Subject Property and to make repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. In the case of emergency, if Tenant or Tenant's agent shall not be personally present to open and permit an entry into the Subject Property at any time when, Landlord or Landlord's agent may enter the same by a master key or may forcibly enter the same without in any manner affecting the obligations and covenants of this Agreement, any damage caused to property by Landlord would be repaired by the Landlord at its cost. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligations, responsibility or liability whatsoever for the care, maintenance or repair of the Subject Property, or any part thereof, except as otherwise herein specifically provided.

3.03. Quiet Enjoyment. Landlord warrants and represents that it shall place and maintain Tenant in the peaceful and undisturbed possession of the Subject Property throughout the entire term of this Agreement (including any extensions thereof) so long as Tenant pays the lease payments and performs all of its covenants as specified herein. This Agreement shall be subject and subordinate to the lien of any mortgage or mortgages or trust deed or deeds which may be placed upon the Subject Property or the underlying real property, by Landlord, and Tenant covenants that it will execute and deliver to Landlord or to the nominee of Landlord or to the nominee of Landlord proper subordination agreements to this effect at a time upon the request of Landlord and without payment being made therefore. Landlord agrees not to create any lien or encumbrance on the Subject Property which shall adversely impact Tenant's right or interest in this Agreement or in the Subject Property, and to defend and indemnify Tenant against all damage or expense suffered by Tenant as a result of the creation or enforcement of any such lien or encumbrance. Any mortgage or deed of trust executed by Landlord upon the Subject Property shall be upon the condition that the mortgages or Trust Deed upon foreclosure or exercise of power of sale shall be subject to this Agreement and Landlord's rights hereunder as provided by law. In the event of any failure of Landlord to abide by the provisions hereof, or in the event of any default of Landlord in performance of its obligations to the holder of an encumbrance on the Subject Property, Tenant may at its election cure any default under any such mortgage or deed of trust but shall not be obligated to do so, and Tenant may deduct the cost of curing such default from the lease payments thereafter to be paid pursuant to this Agreement, and Tenant shall thereupon be subrogated to the rights of the holder of such mortgage or deed or trust against Landlord.

3.04. Landlord's Lien. Landlord shall have and is hereby granted a landlord's lien on all Equipment, inventory, supplies, cash, bank accounts, or accounts receivable due and owing of Tenant for costs hereunder.

3.05. Destruction of the Subject Property. In the event of a partial destruction of the Subject Property during the term of this Agreement, or any extension thereof, from any cause,

Landlord shall forthwith repair the same, provided such repairs can be made within ninety (90) days under the laws and regulations of state, federal, county or municipal authorities; but such partial destruction shall, in no way, annul or void this Agreement, except that the lease payments reserved to be paid hereunder shall be equitably adjusted according to the amount and value of the undamaged space. If such repairs cannot be made within ninety (90) days, this Agreement may be terminated at the option of either party.

3.06. Landlord's Duty to Maintain and Repair. Prior to commencement of the lease, Tenant will examine the premises and accept them in their current condition. Landlord is responsible to create acceptable conditions upon the commencement of the lease. Thereafter, Landlord shall keep in good order, condition and repair the exterior foundations, exterior walls (except in the interior faces thereof), down spouts, gutters, and roof of the premises, and the exterior plumbing lines, sewage system outside of the building of which the premises are a part (but excluding the exterior and interior of all windows and doors), and repairs required by any casualty or act of God except as otherwise covered herein, except for reasonable use and wear and any damage to any thereof, caused by any act or negligence of Tenant and its employees, agents, invitees, licensees or contractors; provided, however, that there shall be no obligation to do so, prior to the expiration of ten (10) days written notice from Tenant to Landlord of the need thereof.

#### ARTICLE IV - EVENTS OF DEFAULT; REMEDIES

5.01. Default by Tenant. Upon the occurrence of any of the following events Landlord shall have the remedies set forth in Section 5.02.

A. Tenant fails to pay any rental or any other sum due hereunder within ten (10) days after the same shall be due.

B. Tenant fails to perform any other term, condition, or covenant to be performed by it pursuant to this Agreement within thirty (30) days after the written notice of such default shall have been given to Tenant by Landlord.

C. Tenant or its agents shall falsify any report required be furnished to Landlord.

D. Tenant of this Agreement shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee; and such proceeding shall not be dismissed, discontinued or vacated within thirty (30) days from the filing or appointment, or Tenant petitions for or enters into an arrangement; or suffers this Lease to be taken under writ of restitution.

E. The doing, or permitting to be done, by Tenant of any act which creates a mechanic's lien or claim against the land or building of which the Subject Property are a part if not released or otherwise provided for by indemnification satisfactory to Landlord within thirty (30) days thereafter.

5.02. Remedies. Upon the occurrence of the events set forth in Section 5.01, Landlord shall have the option to take any or all of the following actions, without further notice or demand of any kind to Tenant or any other person:

A. Immediately re-enter and remove all persons and property from the Subject Property, storing said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Tenant, all without service of notice or resort to legal process and without being deemed guilty of or liable in trespass. No such re-entry or taking possession of the Subject Property by Landlord shall be construed as an election on its part to terminate this Agreement unless a written notice of such intention is given by Landlord to Tenant. No such action by Landlord shall be considered or construed be a forcible entry.

B. Collect by suit or otherwise each installment or rent or other sum as it becomes due hereunder, or enforce, by suit or otherwise, any other term or provision on the part of Tenant required to be kept or performed.

C. Terminate this Agreement by ten (10) days written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Subject Property. Should Landlord terminate this Lease, it may recover from the Tenant all damages it may incur by reason of Tenant's breach, including, but not limited to the cost of recovering the Subject Property, reasonable attorney's fees, the amount of rent and charges for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

D. Should Landlord re-enter, as provided above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, and whether or not it terminated this Agreement, it may make such alterations and repairs as may be necessary in order to relet the Subject Property, and relet the same or any part for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of any alterations and repairs; third, to the payment of rent due and unpaid, and the residue, if any, shall be held be Landlord and applied in payment of future rents as the same may become due and payable. If such rentals received from such reletting during any month be less than that to be paid during such month by Tenant, Tenant shall pay any such deficiency to Landlord.

Such deficiency shall be calculated and paid monthly. No such re-entry and reletting of the Subject Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant pursuant to subsection C., above. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Agreement for such previous breach. The remedies given to Landlord in this Section 5.02 shall be in addition and supplemental to all other rights or remedies which Landlord may have under laws then in force.

## ARTICLE V – MISCELLANEOUS

6.01. Waiver. The waiver by Landlord of any breach of any term, covenants or condition herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any condition herein contained. The subsequent acceptance of lease payments hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular lease payment so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such lease payment. No covenant, term or condition unless such waiver be in writing by Landlord.

6.02. Liability. Landlord is not liable for any loss of property, injury to persons under care or supervision of Tenant, damage or expense of any kind suffered by any person on or about the Premises, except that which is caused by Landlord or Landlord's agents' employees' gross negligence or willful misconduct. Tenant hereby agrees to defend, indemnify, and hold Landlord harmless from any and all claims, liabilities and suits relating to Tenant's use or occupancy of the Premises.

6.03. General Rules and Regulations. The Tenant covenants that the following rules, regulations and stipulation shall be faithfully observed and performed by the Tenant and the Tenant's clerks, employees and agents, and invitees, to-wit:

- A. The sidewalk, entry, corridors, passages, shall not be obstructed, or used for any other purpose than for ingress and egress to and from the Building, nor shall the Tenant place or allow to remain in any public corridor, stairway, landing or other public area of the Building, any boxes, cartons, stocks of materials or other things.
- B. The windows, and any lights or skylights that reflect or admit light into the halls or other places of said Building shall not be covered or obstructed. And no Tenant shall mark, paint, drill, or drive nails into or in any way deface or damage the walls, ceilings, partitions, floors, wood, stone or iron work, unless otherwise specifically permitted in writing by Landlord.

- C. No sign, advertisements or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Building, except with written permission of Landlord. Existing signage related to Tenant shall be maintained.
- D. No Tenant shall do or permit anything to be done in said Premises, or bring or keep anything therein, which shall obstruct or interfere with the rights of other Tenants, or unreasonably injure or annoy them; or in any way increase the rate of fire insurance on said building, or on the property kept therein, or conflict with the regulations of the Fire Department, or the fire laws or with any insurance policy upon said Building or any part thereof, or with any rules and ordinances established by the Board of Health.
- E. Tenant shall not cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness. It is further agreed that the Landlord shall not be responsible to Tenant for any loss of property in or from said leased premises, or for any damage done in the demised premises to furniture or effects, however occurring. The Landlord shall not be liable to furnish Janitor service inside the tenant's premises unless such arrangement is further agreed in writing.
- F. Nothing shall be thrown by the Tenants, employees out of the windows or doors or down the passages of the Building, and Tenants shall not make, or permit their employees to make any unreasonable or improper noises, in the rooms controlled or used by them, or interfere in any way with other Tenants, or those having business with them. Notwithstanding, Tenant shall be allowed to play music in the restaurant provided that it does not disturb existing Tenants in the building. No bicycles or other vehicles and no dogs or other animals, other than service dogs, shall be allowed in the offices, halls, corridors, elevators, or any other part of said Building.
- G. No additional locks shall be placed upon any doors of the premises, and Tenants will not permit any duplicate keys to be made (all necessary keys will be furnished by the Landlord), but if more than two keys for any door-lock are desired, the additional number must be paid for by the Tenants. Upon the termination of this Lease the Tenant shall surrender all keys of the premises and of the Building and give to the Landlord the explanation of the combination of all locks on vault doors in the premises.
- H. If the Tenants desires to install additional internet, tv, computer or telephonic connections, the Landlord will direct the electricians to where and how the wires are to be introduced, and without such directions no boring or cutting for wires will be permitted.

6.04 Responsibility. The Tenant shall comply with all municipal, state and federal laws and regulations respecting said Premises. The Landlord shall not be liable for any loss of property by theft or burglary from said Premises or Building; nor for any accidental damage to person or property in or about said Premises from Tenant's use of the Premises or Building; and, the Tenant hereby covenants and agrees to make no claim for any such loss or damage at any time, except a claim for damage which has been caused by the gross negligence or willful

misconduct of the Landlord or the Landlord's agents or employees.

6.05. Entire Agreement. This Agreement contains the entire Agreement between the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

6.06. Force Majeure. In the event that either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder, by reason of strikes, lockouts, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, war, natural disaster, or other reason of a like nature not the required under the term of this Agreement, then performance of such for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Lessee from payment of any lease payment, additional lease payment or other payments required by the terms of this Agreement.

6.07. Delivery of Subject Property. Tenant agrees to deliver up the Subject Property to Landlord at the expiration of this Agreement in as good a condition as when the same was entered into by Tenant, reasonable wear and tear excepted.

6.08. Default. If either party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights arising under this Agreement.

6.09. Notices. Any notices sent to the parties may be sent to them at the following addresses by certified or registered mail:

Landlord: River Heights City Corporation  
Attn: Sheila Lind  
520 S 500 E  
River Heights, UT 84321

Tenant:

6.10. Headings and Paragraph Numbers. Headings and paragraph numbers have been inserted solely for convenience and reference and shall not be construed to effect the meaning, construction of effect of this Agreement.

6.11. Invalid Provision. If any provisions of this Agreement shall be determined to be void or unenforceable, such determination shall not effect the validity of any remaining portion of this Agreement, and any remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

6.12. Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, agents, successors-in-interest, assigns and transferees.

6.13. Governing Law. The terms and conditions of this Agreement shall be governed according to the laws of the State of Utah.

6.14. Authority of Signatories. Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited partnership, or otherwise), and that this Agreement is binding upon said entity in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first hereinabove written.

**LANDLORD:**  
River Heights City

\_\_\_\_\_  
By Jason Thompson  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

**TENANT:**

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**By:**  
**Its:**



Exhibit A

Highlight areas of school to be rented

Location:

500 S 500 E

Map:



Exhibit "B"  
[Playground Schedule, Terms and Conditions]