

# River Heights City

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## River Heights City Council Agenda

**Tuesday, October 3, 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 (Gallup)

Adoption of Previous Minutes and Agenda

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

Public Comment

Adoption of a Resolution Canceling the River Heights City General Election on November 21, 2023

Adoption of a Resolution Approving Solid Waste Collection and Disposal Fees, and Mandatory Curbside Recycling

Discuss and Pass an Ordinance to Adopt Changes to the City Code

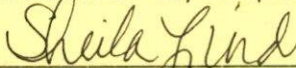
Discuss and Adopt a Resolution to Update Fees

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

Update on Goals for the New Park

Adjourn

Posted this 29<sup>th</sup> day of September 2023



Sheila Lind, Recorder

To join the Zoom meeting:

<https://us02web.zoom.us/j/87470265587>

Attachments for this meeting and previous meeting minutes can be found on the State's Public Notice Website ([pmn.utah.gov](http://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

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## Council Meeting

October 3, 2023

Present: Mayor Jason Thompson  
Council members: Sharlie Gallup  
Chris Milbank  
Blake Wright

Recorder Sheila Lind  
Public Works Director Clayton Nelson

Excused: Councilmember Janet Mathews  
Treasurer Michelle Jensen

Others Present: Noel Cooley, Heather Lehnig

The following motions were made during the meeting:

### Motion #1

Councilmember Milbank moved to "adopt the minutes of the council meeting of September 19, 2023, and the evening's agenda." Councilmember Gallup seconded the motion, which passed with Gallup, Milbank, and Wright in favor. No one opposed. Mathews was absent.

### Motion #2

Councilmember Wright moved to "approve the list of bills to be paid, except for the Sams water bottles being moved from 'Water' to 'Office and General Supplies,' 10-44-10." Councilmember Milbank seconded the motion, which carried with Gallup, Milbank, and Wright in favor. No one opposed. Mathews was absent.

### Motion #3

Councilmember Wright moved to "adopt Resolution 6-2023, A Resolution Canceling the River Heights City General Election on November 21, 2023." Councilmember Gallup seconded the motion, which passed with Gallup, Milbank, and Wright in favor. No one opposed. Mathews was absent.

### Motion #4

Councilmember Wright moved to "adopt Resolution 7-2023, A Resolution Approving Solid Waste Collection and Disposal Fees, and Mandatory Curbside Recycling with the single asterisk notation to read, "Rates reflect Waste Management's rates plus an additional \$2.00/month/account to cover River Heights City's administrative costs, plus a \$1.00/month/account communication fee imposed by Logan City."

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

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48 Motion #5

49 Councilmember Wright moved to “adopt Ordinance 6-2023, An Ordinance to Adopt Changes to  
50 the City Code of River Heights, Utah.” Councilmember Milbank seconded the motion, which passed with  
51 Gallup, Milbank, and Wright in favor. No one opposed. Mathews was absent.

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53 Motion #6

54 Councilmember Milbank moved to “adopt Resolution 8-2023, A Resolution to Update Fees.”  
55 Councilmember Wright seconded the motion, which passed with Gallup, Milbank, and Wright in favor. No  
56 one opposed. Mathews was absent.

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58 Motion #7

59 Councilmember Milbank moved to “approve a Franchise Agreement with All West/Utah, Inc with  
60 the caveat that River Heights receive an application and \$700 fee, within the next 30 days.”  
61 Councilmember Gallup seconded the motion, which passed with Gallup, Milbank, and Wright in favor. No  
62 one opposed. Mathews was absent.

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Proceedings of the Meeting:

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67 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the  
68 River Heights City Building on Tuesday, October 3, 2023, for their regular council meeting.

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

70 Adoption of Previous Minutes and Agenda: Minutes for the September 19, 2023, meeting were  
71 reviewed.

72 **Councilmember Milbank moved to “adopt the minutes of the council meeting of September 19,  
73 2023, and the evening’s agenda.” Councilmember Gallup seconded the motion, which passed with  
74 Gallup, Milbank, and Wright in favor. No one opposed. Mathews was absent.**

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

76 Mayor Thompson

- 77 • He received an email from the CMPO that the executive committee voted in favor of the  
78 repurposing of funds, which meant River Heights would be able to use the extra funds from 700  
79 South, east of intersection, road improvement project. The city will need to match the funds.
- 80 • He had lunch with a UDOT representative today and the engineering company that is working on  
81 data collection for 200 East. The mayor felt the information was flawed, because there wasn’t a  
82 definite ‘yes’ that putting 200 East through River Heights would improve traffic flow. They didn’t  
83 address alternatives. He still felt it was a positive interaction.
- 84 • The COG is beginning to vote for projects. River Heights didn’t apply this year, but he planned to  
85 next year for improvements on 600 South.
- 86 • Waste Management trash collection will begin pick up tomorrow. He had drafted another flyer,  
87 which answered more questions that had been coming up. He had provided copies to council  
88 members. He asked them to let him know if there were questions that needed to be worked  
89 through.

- Dominion Energy was replacing the gas line over the bridge on 400 East.
- He received an email of concern from someone who saw a final plat for the Visionary development in Providence (bordering River Heights). He explained the plat that's going around had not been approved. He has discussed this development with Providence and explained the developers will have no access onto 600 South until the River Heights City Council gives permission.

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

Councilmember Gallup

- She decided to use the term "Response Team" rather than "block captains" in hopes it sounded more important. The emergency preparedness committee was working with the Church of Jesus Christ of Latter-Day Saints on emergency preparations.
- On October 30<sup>th</sup> the ambassadors would put on a Halloween event including a spook alley.
- She planned to contact an electrician to see what size generator would be needed to power part of the old school since it would become the city's command center in case of an emergency. PWD Nelson reported he'd tried to get bids as well and the electricians hadn't gotten back to him either.
- The Christmas tree lights needed to be put up.
- She informed that since she wouldn't be on the city council next year another councilmember would need to take her place on the library board.

Councilmember Milbank

- He asked where the city was on the old church tear down. The mayor said the engineers had to shift their attention to the 700 South road widening. Now that has been bid out, they could get back to preparing and getting a bid out for the church.
- He asked where they could move the piles of dirt that have always been stored on the new park property. When informed there was no other option, he asked for a future discussion soon on new shop location possibilities. Mayor Thompson said he could get with a realtor and have them do a land search. Mr. Milbank had an idea he wanted to discuss with him.
- He thanked the public works guys for clearing debris in the retention pond.

Pay Bills

- Discussion was held on fire hydrants. PWD Nelson explained which ones had been fixed and which ones they were currently working on.
- Recorder Lind noted that the water bottles taken from the water budget should be taken out of administration since they are the water bottles the council drinks during meetings.
- Councilmember Milbank asked about the Thurcon bill. PWD Nelson explained the breakdown of which projects were attributed to the bill.

**Councilmember Wright moved to "approve the list of bills to be paid, except for the Sams water bottles being moved from 'Water' to 'Office and General Supplies,' 10-44-10." Councilmember Milbank seconded the motion, which carried with Gallup, Milbank, and Wright in favor. No one opposed.**

**Mathews was absent.**

Public Comment: None.

Adoption of a Resolution Canceling the River Heights City General Election on November 21, 2023:

Mayor Thompson explained residents will still get a ballot for the school bond only. The city had three council seats open and three candidates running, therefore an election wasn't needed.

133 Councilmember Wright moved to “adopt Resolution 6-2023, A Resolution Canceling the River  
134 Heights City General Election on November 21, 2023.” Councilmember Gallup seconded the motion,  
135 which passed with Gallup, Milbank, and Wright in favor. No one opposed. Mathews was absent.

136 Adoption of a Resolution Approving Solid Waste Collection and Disposal Fees, and Mandatory  
137 Curbside Recycling: Mayor Thompson reviewed the resolution reflecting the new garbage rates. He  
138 explained that the administration fee was being raised from one dollar to two. Discussion was had and  
139 the resolution clarified that the administrative fee would be per account, not can. To clear confusion a  
140 discussion was held on the two different 911 fees charged by Logan City. One was a \$1 fee called  
141 “communication/911” fee and was tied directly to the garbage can charge. The other was a \$3 charge,  
142 called “9-1-1 emergency” and was a separate line item on each resident’s bill. The council decided to  
143 drop the “911” and only specify “communication fee” on the resolution, to avoid confusion.

144 Councilmember Wright moved to “adopt Resolution 7-2023, A Resolution Approving Solid  
145 Waste Collection and Disposal Fees, and Mandatory Curbside Recycling with the single asterisk notation  
146 to read, “Rates reflect Waste Management’s rates plus an additional \$2.00/month/account to cover  
147 River Heights City’s administrative costs, plus a \$1.00/month/account communication fee imposed by  
148 Logan City.” Councilmember Milbank seconded the motion, which passed with Gallup, Milbank, and  
149 Wright in favor. No one opposed. Mathews was absent.

150 Discuss and Pass an Ordinance to Adopt Changes to the City Code: Commissioner Cooley talked  
151 through the code changes. He explained the Commission’s desire to simplify the subdivision process.  
152 They had defined an Administrative Land Use Authority (consisting of the mayor, zoning administrator,  
153 chair of planning commission, public works, and city engineer) who would be the first group developers  
154 would meet with. After this they would meet with the planning commission.

155 Discussion was held on the number of days it may take to get the Administrative Land Use  
156 Authority together for a meeting.

157 Councilmember Wright pointed out that with the new system, the council would see and review  
158 the development plans twice. Once after the concept plan and the other for final approval.

159 Councilmember Wright moved to “adopt Ordinance 6-2023, An Ordinance to Adopt Changes to  
160 the City Code of River Heights, Utah.” Councilmember Milbank seconded the motion, which passed  
161 with Gallup, Milbank, and Wright in favor. No one opposed. Mathews was absent.

162 Discuss and Adopt a Resolution to Update Fees: Mayor Thompson explained the presented fee  
163 changes. Councilmember Wright further explained and answered questions.

164 Councilmember Milbank moved to “adopt Resolution 8-2023, A Resolution to Update Fees.”  
165 Councilmember Wright seconded the motion, which passed with Gallup, Milbank, and Wright in favor.  
166 No one opposed. Mathews was absent.

167 Review and Approve Franchise Agreement with All West/Utah, Inc: Mayor Thompson emailed All  
168 West to point out the changes the council wanted in the agreement. They requested that River Heights  
169 mirror Smithfield’s agreement which was a 10-year agreement with a 5% franchise fee. He removed the  
170 verbiage added by the council about bluestakes, since they decided it wasn’t needed at their last meeting.  
171 The city still hadn’t received an application from All West, which requires a \$750 fee. He emailed them  
172 right before the meeting reminding them of this. He wanted the adoption of the agreement contingent  
173 upon them taking care of this. It would be formalized with their signature and his. Councilmember Gallup  
174 suggested a time limit, which the mayor was supportive of. If they didn’t make a 30-day timeline, it would  
175 come back to the council again.

176 Councilmember Milbank moved to “approve a Franchise Agreement with All West/Utah, Inc  
177 with the caveat that River Heights receive an application and \$700 fee, within the next 30 days.”

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

Update on Goals for the New Park: Councilmember Milbank spent quite a bit of time with Engineer Rasmussen last week to see if he could oversee the new park project. Mr. Rasmussen convinced him to stay with BioWest to finish the project since they developed the plans. They updated the Phase 2 goals. They would put off the construction of the restroom and pavilion and do some basic things to make it look like a park.

Mr. Milbank announced that Janice Skousen was leaving town for two years so nothing would be done with raising money for trees in the park.

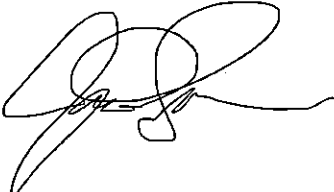
There was discussion on the high cost of mobilization fees, which was something that could fluctuate on bids. Councilmember Gallup asked if BioWest would consider the type of grass that is best for our area and drought resistant plants. Mr. Milbank felt BioWest knew what they were doing in that area.

Councilmember Milbank discussed moving the dirt mounds and hoped they could find a place for them. It was his goal to get the improvements in by spring. He was willing to postpone planting trees and shrubs since the mayor wanted to shave some of the capital improvements. The mayor confirmed that would help.

Councilmember Milbank asked PWD Nelson if he had received bids on the fence. Mr. Nelson said he had one from Arrow and was still waiting for Custom Fence to respond.

Councilmember Milbank said he would ask Engineer Rasmussen to get the bid out for Phase 2.  
The meeting adjourned at 7:45 p.m.

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

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



Report Criteria:

Invoices with totals above \$0 included.  
 Only paid invoices included.  
 [Report].Date Paid = 10/03/2023

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>Sewer Department</b>						
<b>5240</b>						
52-40-06	1070	DS Accounting Services	2023-0545	Monthly Acct Services	09/30/2023	249.97
52-40-25	623	Wonderware, Inc. dba Core Busin	INV-20923	CC Processing 2022	07/31/2023	15.65
52-40-25	623	Wonderware, Inc. dba Core Busin	INV-22005	CC Processing 2022	09/30/2023	12.65
52-40-50	133	Thomas Petroleum. LLC	0795798-IN	Sewer Gas, Oil, Vehicle Repair	09/27/2023	105.56
52-40-77	380	Rocky Mountain Power	202310	Item 9	10/02/2023	16.54
52-40-77	380	Rocky Mountain Power	202310	Item 16	10/02/2023	2.78
52-40-79	80	Comcast	202310	Internet - Sewer	09/16/2023	28.77
52-40-80	76	City Of Logan	029017-20230	Sewer Pretreatment	09/20/2023	21,950.54
Total 5240:						22,382.46

<b>Water Department</b>						
<b>5140</b>						
51-40-06	1070	DS Accounting Services	2023-0545	Monthly Acct Services	09/30/2023	249.98
51-40-25	623	Wonderware, Inc. dba Core Busin	INV-20923	CC Processing 2022	07/31/2023	15.65
51-40-25	623	Wonderware, Inc. dba Core Busin	INV-22005	CC Processing 2022	09/30/2023	12.65
51-40-41	27	Bear River Health Department	202310	Coliform test 233121, 233122	10/01/2023	50.00
51-40-50	133	Thomas Petroleum. LLC	0795798-IN	Water Gas, Oil, Vehicle Repair	09/27/2023	105.56
51-40-51	188	Logan City	003992-20230	Account 003992-001 51-40-51	09/20/2023	42.64
51-40-51	188	Logan City	003993-20230	Account 003993-001 51-40-51	09/20/2023	29.08
51-40-51	188	Logan City	003994-20230	Account 003994-001 51-40-51	09/20/2023	35.86
51-40-51	188	Logan City	003995-20230	Account 003995-001 51-40-51	09/20/2023	40.95
51-40-51	188	Logan City	003996-20230	Account 003996-001 51-40-51	09/20/2023	44.34
51-40-51	188	Logan City	003997-20230	Account 003997-001 51-40-51	09/20/2023	49.81
51-40-51	188	Logan City	020975-20230	Account 020975-001 51-40-51	09/20/2023	14.18
51-40-51	188	Logan City	021927-20230	Account 021927-001 51-40-51	09/20/2023	175.61
51-40-65	236	Peterson Plumbing	5-3116143	Hydrant Repairs	09/15/2023	3,101.63
51-40-65	236	Peterson Plumbing	5-3117829	Hydrant Repairs	09/19/2023	7,958.17
51-40-65	488	Thurcon, Inc.	1674	Water Repair 51-40-65	09/18/2023	5,400.00
51-40-65	877	Core & Main	T627946	Pipe Fire Hydrants	09/22/2023	2,265.84
51-40-66	270	Sam's Club	202310	Water Bottles	09/23/2023	18.49
51-40-77	380	Rocky Mountain Power	202310	Item 7	10/02/2023	15.03
51-40-77	380	Rocky Mountain Power	202310	Item 8	10/02/2023	4,234.49
51-40-77	380	Rocky Mountain Power	202310	Item 9	10/02/2023	16.54
51-40-77	380	Rocky Mountain Power	202310	Item 16	10/02/2023	2.78
51-40-79	80	Comcast	202310	Internet - Water	09/16/2023	28.76
Total 5140:						23,908.04

*10-44-10  
 move to  
 office  
 account*

<b>Administration</b>						
<b>1041</b>						
10-41-06	1070	DS Accounting Services	2023-0545	Monthly Acct Services	09/30/2023	250.05
10-41-43	85	Daines and Jenkins, LLP	9306	City Legal Business	09/19/2023	958.50
10-41-43	85	Daines and Jenkins, LLP	9307	City Legal Business - Prep for Co	09/19/2023	270.00
10-41-80	623	Wonderware, Inc. dba Core Busin	INV-20923	CC Processing 2022	07/31/2023	15.65
10-41-80	623	Wonderware, Inc. dba Core Busin	INV-22005	CC Processing 2022	09/30/2023	12.65
Total 1041:						1,506.85

**Office Expenses**

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>1044</b>						
10-44-10	1030	Promo Plus	3126	#10 Envelopes Stamps	09/23/2023	818.20
10-44-50	1016	Rasmussen, Spencer	202310	Newsletter October 2023	09/30/2023	200.00
10-44-77	380	Rocky Mountain Power	202310	Item 19	10/02/2023	60.45
10-44-77	380	Rocky Mountain Power	202310	Item 12	10/02/2023	126.05
10-44-77	380	Rocky Mountain Power	202310	Item 20	10/02/2023	10.51
10-44-79	80	Comcast	202310	Internet - Office	09/16/2023	28.77
Total 1044:						1,243.98
<b>Planning &amp; Zoning</b>						
<b>1051</b>						
10-51-07	222	Cooley, Noel H.	202310	Planning Commission 10-51-07	10/03/2023	108.00
10-51-07	371	Milbank, Chris	202310	Planning Commission Meeting	10/01/2023	176.00
10-51-07	560	Lehnig, Heather	202310	Planning Commission 10-51-07	10/03/2023	108.00
10-51-07	651	Wakefield, Troy	202310	Planning Commission	10/03/2023	84.00
10-51-07	768	Schaub, Cindy	202310	Planning Commission 10-51-07	10/03/2023	108.00
10-51-07	820	Pitcher, Lance B.	202310	Planning Commission 10-51-07	10/03/2023	84.00
Total 1051:						668.00
<b>Public Safety</b>						
<b>1054</b>						
10-54-40	76	City Of Logan	029017-20230	911 Communication 10-54-40	09/20/2023	2,043.00
10-54-75	380	Rocky Mountain Power	202310	Item 16	10/02/2023	2.78
Total 1054:						2,045.78
<b>Roads</b>						
<b>1060</b>						
10-60-50	133	Thomas Petroleum. LLC	0795798-IN	Roads Gas, Oil, Vehicle Repair	09/27/2023	105.56
10-60-60	380	Rocky Mountain Power	202310	Item 15	10/02/2023	19.85
10-60-60	380	Rocky Mountain Power	202310	Item 2	10/02/2023	13.81
10-60-60	380	Rocky Mountain Power	202310	Item 5	10/02/2023	1,184.50
10-60-60	380	Rocky Mountain Power	202310	Item 9	10/02/2023	16.53
10-60-60	380	Rocky Mountain Power	202310	Item 16	10/02/2023	2.78
Total 1060:						1,343.03
<b>Storm Drain</b>						
<b>5360</b>						
53-60-76	488	Thurcon, Inc.	1674	Storm Water	09/18/2023	4,090.00
Total 5360:						4,090.00
<b>Parks &amp; Recreation</b>						
<b>1070</b>						
10-70-77	380	Rocky Mountain Power	202310	Item 10	10/02/2023	22.76
10-70-77	380	Rocky Mountain Power	202310	Item 11	10/02/2023	11.32
10-70-77	380	Rocky Mountain Power	202310	Item 13	10/02/2023	10.76
10-70-77	380	Rocky Mountain Power	202310	Item 9	10/02/2023	16.53
10-70-77	380	Rocky Mountain Power	202310	Item 16	10/02/2023	2.79
10-70-80	133	Thomas Petroleum. LLC	0795798-IN	Parks Gas, Oil, Vehicle Repair	09/27/2023	105.55
Total 1070:						169.71
<b>School Building Expenses</b>						



Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>1075</b>						
10-75-77	380	Rocky Mountain Power	202310	Item 17	10/02/2023	115.68
10-75-77	380	Rocky Mountain Power	202310	Item 18	10/02/2023	10.51
10-75-77	380	Rocky Mountain Power	202310	Item 16	10/02/2023	2.79
10-75-77	380	Rocky Mountain Power	202310	Item 16	10/02/2023	2.79
Total 1075:						131.77
<b>Sanitation</b>						
<b>5490</b>						
54-90-10	76	City Of Logan	029017-20230	Sanitation 10-90-10	09/20/2023	15,015.36
54-90-10	1115	Waste Management of Arizona, IN	0010438-4647-	River Heights City Shop Garbage	09/28/2023	53.58
Total 5490:						15,068.94
Grand Totals:						72,558.56

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

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

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

**Report Criteria:**

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 10/03/2023

**RESOLUTION 6 -2023**

**A RESOLUTION CANCELING THE RIVER HEIGHTS CITY GENERAL ELECTION ON  
NOVEMBER 21, 2023**

WHEREAS, River Heights City has a scheduled General Election on November 21, 2023 to elect three (3) councilmembers; and

WHEREAS, there are three (3) candidates for the three open positions on the River Heights Council; and

WHEREAS, Section 20A-1-206(2), Utah Code Annotated, 1953 as amended (UCA), specifically provides, in pertinent part, that a municipal legislative body may cancel a local election if the ballot for the local election will not include any contested races and the candidates who qualified for the ballot are considered elected, and

WHEREAS, according to Section 20A-1-206(3), UCA , the municipal legislative body must pass, no later than 20 days before the day of the scheduled election, a resolution that cancels the race.

NOW, THERFORE, be it hereby resolved as follows:

1. Three (3) persons have filed as candidates for the position of River Heights City councilmember,
2. There are three (3) open positions on the River Heights City Council for the term beginning January 1, 2024.
3. The River Heights City General Election scheduled on November 21, 2023, be and hereby is cancelled.
4. The City Recorder is hereby authorized and directed to publish the cancelled General Election as required by Section 63G-30-102.

PASSED AND ADOPTED by the River Heights City Council this 3<sup>rd</sup> day of October 2023.

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Jason Thompson, Mayor

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Sheila Lind, Recorder

RESOLUTION NO. 7-2023

**A RESOLUTION APPROVING SOLID WASTE COLLECTION AND DISPOSAL FEES,  
AND MANDATORY CURBSIDE RECYCLING**

WHEREAS Logan City no longer contracts with River Heights City for waste collection and,

WHEREAS River Heights City has contracted with Waste Management for solid waste services as of October 1, 2023 and

WHEREAS Waste Management offers their own fee schedule.

THEREFORE, the River Heights City Council adopts the following solid waste schedule which shall be in effect October 1, 2023:

96 Gallon Container Rate = \$19.00 per month\*  
64 Gallon Container Rate = \$18.00 per month\*  
Recycling Container Rate = \$5.00 per month\*\*  
Greenwaste Container Rate = \$9.00 per month\*\*\*

\* Rates reflect Waste Management's rates plus an additional \$2.00/month/~~can~~ <sup>account</sup> to cover River Heights City's administrative costs, plus a communication ~~fee~~ <sup>^</sup> fee imposed by Logan City.

\*\* Recycling is required.

\*\*\* Greenwaste is optional. Cans are picked up every other week, April through November. Billing is twelve months of the year.

PASSED BY THE RIVER HEIGHTS MUNICIPAL COUNCIL, STATE OF UTAH, THIS 3<sup>rd</sup> DAY OF OCTOBER 2023.

EFFECTIVE DATE IS OCTOBER 1, 2023.

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

ATTEST

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

Ordinance 6-2023

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

The River Heights City Planning Commission held a duly noticed public hearing on Tuesday, September 26, 2023, after which, the River Heights City Council adopted the following changes to the River Heights City Code.

**10-15-6 LANDSCAPING RIGHTS-OF-WAY**

- B. Residential park strips shall be planted with live plant material to a minimum of 33% ~~(thirty three) fifty percent (50%)~~. When calculating park strip coverage percentage areas, plants may be measured at mature spread excluding street trees. Shrubs and other plant material located within the park strip should not exceed three (3) feet in height at maturity. Potential hazardous plant material containing thorns or spikes shall be prohibited in the park strip.
- C. Stone, gravel, mulch, or other decorative hardscape materials shall consist of less than 67% (sixty-seven) fifty percent (50%) of the park strip area. Decorative boulders and similar features shall be less than eighteen (18) inches in height. Poured concrete, asphalt or other similar solid surface paving is prohibited within the park strip except for ~~with the exception of~~ driveway approaches and adjacent commercial uses.

Insert new paragraph

**10-15-7: STREET TREES**

- D. Inorganic Mulch at Street Trees: Because rock, gravel and other hard surface materials as ground cover retain and emit heat during the summer months when water is scarce, it is recommended they not be used within a thirty-six-inch (36") radius/seventy-two-inch (72") diameter of any street tree, unless an operable irrigation system is provided.

Move D, E & F to E, F, & G Insert new definitions where applicable.

Insert new definitions where applicable.

**11-2-1: DEFINITIONS**

- CONCEPT PLAN: A conceptual drawing of the proposed development prepared in accordance with the requirements of this title.
- ADMINISTRATIVE LAND USE AUTHORITY: Consists of varied members including the mayor, zoning administrator, planning commission chairperson, public works director, and city engineer.
- PRE-APPLICATION CONFERENCE: A conference meeting between a developer and the Administrative Land Use Authority to discuss a proposed development.

## SKETCH PLAN

A simplified drawing of a proposed subdivision.

Replace 11-4-1 with the following:

### **11-4-1: DEVELOPMENT REVIEW PROCESS**

- A. Intent: By the time a subdivider creates a preliminary plat, both the subdivider and the city have made a substantial investment in time and money. In addition, once the preliminary plat has been completed, it is difficult and expensive to rework the plans for the project. To better meet the needs of the city and the subdivider, the city has adopted the following development review process.
- B. Pre-application Meeting:
1. Intent: The purpose of the pre-application meeting is to allow the subdivider the opportunity to share with the administrative land use authority (as defined by Utah Code Ann. § 10-9a-604.1) his/her proposed project plans. It also gives the administrative land use authority the opportunity to share with the subdivider the city's thoughts and ideas. The administrative land use authority will comment on the compatibility of the proposed development with the general plan and general compliance with the zoning ordinance, this title, and other ordinances and/or city regulations.
  2. Process: The subdivider shall obtain and review a copy of the subdivision ordinance and application from the city or the city's website. After submittal of the application and payment of the fee, the subdivider may contact the city recorder to schedule a pre-application meeting. The City Recorder shall schedule a conference with the administrative land use authority within ten (10) business days of receiving the request. The subdivider shall provide the following information to the administrative land use authority:
    - a. A general description of the existing conditions of the site.
    - b. A sketch plan (hard copy or digital copy in pdf format) showing the proposed subdivision layout, including the numbers of lots and street locations.
    - c. The relationship of the proposed subdivision to existing utilities and streets.
  3. Pre-application Meeting. At the pre-application meeting, the City shall provide the website where the applicable land use regulations can be found, a complete list of standards required for the project, preliminary and final application checklists, and feedback on the concept plan. The meeting may be in a public setting or at a municipal staff level.
  4. Administrative Land Use Authority Recommendation: Once the administrative land use authority has a general idea of what is desired for the proposed development, they will forward the sketch plan to the planning commission for further consideration along with notes of the pre-application meeting and a recommendation to approve, conditionally approve or reject the proposed development. If a preliminary

subdivision application complies with applicable city ordinances, the administrative land use authority shall forward their recommendation to the planning commission.

C. Concept Plan:

1. Intent: With the administrative land use authority's recommendation and pre-application meeting notes, the planning commission and the subdivider can review the proposed development to get a general idea of what is desired and how each visualizes the final product. While this is not a full preliminary plan (it will not contain the technical aspects of a fully engineered plan), the concept plan is the step where major decisions are made and agreed to.
2. Process:
  - a. At least one week prior to a regularly scheduled planning commission meeting, the subdivider shall inform the planning commission chairperson of his/her desire to be on the agenda and shall submit the concept plan, overlaid on the site analysis map. If the concept plan, overlaid on the site analysis map, is not submitted or notice not given one week prior to the next regularly scheduled planning commission meeting, discussion of the project may be placed on the agenda of the following regularly scheduled planning commission meeting. Seven (7) copies 11" x 17" and a digital copy in pdf format of the concept plan shall be submitted.
  - b. For areas where development is planned to occur in phases, the concept plan shall show the entire area for which all final plat approvals will be requested. The concept plan will be a guide but will have no official standing. It may be amended or modified from time to time by the subdivider. Only the final plat shall have official standing which shall permit the subdivider to proceed with subdivision construction.
3. Site Analysis
  - a. Intent: The purpose of having a site analysis map completed is to better understand what parts of the land are buildable, what land must be left alone, and what features the community may want to preserve.
  - b. Process: The subdivider prepares a site analysis map of the property of the proposed project site. The site analysis map shall be prepared in a digital pdf format and shall include all existing resources, including, but not limited to:
    - (1) environmental features such as streams, slopes, wetlands, and floodplains,
    - (2) historical sites and building,
    - (3) cultural features,
    - (4) unusual vegetation,
    - (5) wildlife habitats and paths,

(6) unusual rock formations,

(7) any other features that make the property distinctive. (See title 10, chapter 11 of this code for additional information.)

4. Concept Plan Requirements: The concept plan, prepared on the site analysis map, shall include the following items:
- a. The proposed name of the subdivision.
  - b. A contour map (request for these maps can be made from the U.S. Geological Survey [USGS]).
  - c. A map showing soil types (requests for these maps can be made through the Soil Conservation Service [SCS]).
  - d. A map showing flood hazard areas, including the 100-year recurrence interval flood; or where such data is not available, the maximum flood of record.
  - e. A map showing potential geographical hazards, e.g., earthquake fault lines.
  - f. The property boundaries of the proposed subdivision.
  - g. The names of the owner, subdivider, if other than the owner, and the engineer or designer of the subdivision.
  - h. Boundaries of adjacent properties and names of adjacent property owners.
  - i. Approximate number of lots proposed and street layout, indicating general scale dimensions of lots.
  - j. Approximate total acreage of the development as well as size of the individual lots.
  - k. All property under control of the subdivider, even if only a portion is being subdivided.
  - l. Location, width, and names of existing streets within two hundred feet (200') of the subdivision and of all previously platted streets or other public ways, railroad and utilities rights of way, parks and other public open space, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract.
  - m. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in a subdivision, including, but not limited to, sites for parks, playgrounds, schools, or other public uses.
  - n. Location of natural drainage channels and the proposed storm and surface water drainage system.
  - o. Description of the types of water systems proposed, both culinary and irrigation, along with all water rights.
  - p. Description of the type of sewer or sanitary waste system proposed.



- q. Present zoning.
  - r. Date of preparation, scale of drawing and north arrow.
5. Site Visit:
- a. Intent: Seeing the property and its features will aid in understanding the dimensions and elements of the property. Important features may be very different than they appear on paper; not all natural resources are alike or have the same value. Before the planning commission agrees to modifications of the property, they should know the full impact on the surrounding area.
  - b. Process: After an acceptable concept plan, prepared on the site analysis map, has been received, the planning commission, with the subdivider encouraged to attend, will walk or drive around the proposed project site property. The site visit may be made as part of the same planning commission meeting where the concept plan is discussed.
6. Action by Planning Commission:
- a. The planning commission shall review the concept plan presented by the subdivider and compare it to the general plan, the zoning ordinance, this title, and other ordinances and/or regulations to determine compliance.
  - b. A public hearing will be held in accordance with section 10-3-9 of Title 10.
  - c. After the public hearing, the planning commission will coordinate with the subdivider any changes to the concept plan which will be reflected on updated drawings.
  - d. After the agreed upon changes are reflected, the planning commission will forward the concept plan to the city council for their consideration. They may approve, conditionally approve, or reject the concept plan.
  - e. Not later than thirty (30) days after the city council's consideration, the planning commission will communicate to the subdivider, in writing, its comments, requirements and recommendations. Upon approval, the subdivider may then proceed with the preparation of a preliminary plat. In the event a preliminary plat for at least one phase of the proposed subdivision has not been submitted to the planning commission for approval within twelve (12) months from the date of said communication from the planning commission, a new concept plan must be submitted and approved before a preliminary plat can be submitted for approval.

**11-4-2: PRELIMINARY PLAT**

- A. Submittal Process: Seven (7) 11"x17" hard copies and one (1) digital copy in pdf format of the preliminary plat shall be submitted to the city for review. These copies are to be submitted at least five (5) working days prior to the next regularly scheduled planning commission meeting. The planning commission may, if said preliminary plats are not so submitted beforehand, postpone its consideration thereof until its next regularly scheduled meeting.

1. City Engineer Review: One copy of the preliminary plat in digital format shall be delivered to the city engineer for review. After his/her review, the city engineer shall transmit any conclusions and recommendations to the planning commission.
2. Planning Commission Review: Seven (7) 11"x17" hard copies and one (1) digital copy in pdf format of the preliminary plat shall be submitted to the planning commission for the commission and other city departments, as required, to review. After completion of all reviews deemed necessary, the planning commission shall approve, conditionally approve, or reject the preliminary plat, or the planning commission may table the preliminary plat for consideration at the next regularly scheduled planning commission meeting.

Adopted and effective this 3rd day of October 2023.

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Jason Thompson, Mayor

Attest:

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Sheila Lind, Recorder

Resolution No. 8-2023  
A RESOLUTION TO UPDATE FEES

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF RIVER HEIGHTS, UTAH THAT: The revised fee schedule is hereby adopted and shall be in effect as of October 3, 2023.

**ZONING CLEARANCE PERMIT**

DECK	50.00
COVERING (deck/patio/porch)	35.00
SHED: Fee per building	
Under 50 square feet no ZCP required	N/C
Up to 110 square feet	35.00
Up to 150 square feet	75.00
Over 150 square feet	100.00
GARAGE (Building used to store vehicles)	130.00
CARPORTS (temporary and permanent)	50.00
ADDITION TO HOUSE	150.00
HOUSE	200.00
COMMERCIAL BUILDING	200.00
SIGNS (FLAT, SUBDIVISION, WALL, ETC)	35.00
SOLAR PANELS	35.00

**CONDITIONAL USE PERMIT**

100.00

**FLAG LOT**

150.00

**MINOR SUBDIVISION**

Sketch Plan	200.00
Final Plat	400.00

**SUBDIVISION/PUD**

<del>Pre-Application Meeting</del>	<del>400.00</del>
<del>Sketch/Concept</del> Plan (all Developments)	<del>200.00</del> 500.00
Preliminary Plat (Ten lots and under)	1,500.00
Final Plat	500.00
Preliminary Plat (Eleven lots and over)	3,000.00
Final Plat	800.00

**COMMERCIAL/COMMERCIAL PARKING LOT DEVELOPMENT**

Preliminary Layout and Design Review	200.00
Final Layout Submittal	400.00

**SEAL COAT (subdivision/commercial) 2018**

\$0.54/sq ft

Includes joint seal and preparation

**PETITION FOR ANNEXATION**

850.00 plus costs

**PETITION FOR ZONE CHANGE**

300.00 plus costs

**PETITION FOR BOUNDARY CHANGE**

150.00 plus costs

**APPLICATION TO APPEALS AUTHORITY**

150.00 plus costs

**RIGHT-OF-WAY EXCAVATION PERMIT**

650.00 (600 is refundable)

**WATER HOOK-UP**

1,500.00

**SEWER HOOK-UP**

Improved	1,200.00
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Unimproved	1,700.00
<b>STORMWATER</b>	100.00
<b>UTILITY FEES</b>	
Deposit	100.00
Late fee	1.5%/mo (18% annual)
Shut Off Notice Delivery	20.00
Reconnect Water (M-F, 9am-4pm)	25.00
Additional Reconnect After Hours	25.00
<b>BUSINESS LICENSE FEES</b>	
Commercial (less than 10,000 sqft)	150.00
Commercial (10,000 sqft or more)	250.00
Home Occupation (if impact on neighborhood)	50.00
Renew	40.00
Home Occupation (fire inspection required)	80.00
Renew	60.00
Late fee (after January 31)	30.00
Solicitor (original applicant)	50.00
Additional applicants	25.00
<b>TEMPORARY USE FEE</b>	25.00
<b>DOG FEES (No card fees charged)</b>	
License	
Spayed/Neutered	15.00
Otherwise	25.00
Late (per month after Feb 28)	10.00
Kennel License	25.00
Impound	35.00
<b>RENTALS (No card fees charged)</b>	
City Building (residents only) – first 5 hours	100.00
Additional hours	25.00/hr
Pavilion – resident	25.00
Pavilion – non-resident	50.00
Deposit	50.00
Inflatable Use in Parks	50.00
<b>BOUNCED CHECK</b>	up to \$30.00
<b>UTILITY/ADMINISTRATIVE FEE</b>	<b>2.00</b>

UPDATED, PASSED and EFFECTIVE THIS 3<sup>rd</sup> DAY OF OCTOBER 2023, BY THE RIVER HEIGHTS MUNICIPAL COUNCIL, STATE OF UTAH.

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

ATTEST:

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

**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 the 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 ten (10) years and will expire on the 1st of September 2033 unless extended by mutual agreement of the parties.

**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. 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, 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 insure 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 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 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 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 Mayor does not grant additional time, the Mayor shall declare, in writing, that the franchise is terminated and the effective date of termination.

(6) Within 30 days of the 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](mailto: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 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.

CITY:

All West/Utah, Inc.:

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Name:

Title:

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Name: Matthew Weller

Title: President

APPROVED AS TO FORM:

ATTEST:

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Name:

Title: City Attorney

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Name:

Title: City Clerk



River Heights City Park Construction Cost Estimate					9/29/2023	
Phase 2 Base Bid (Planting and Irrigation)					Engineering Estimate	
Item No.	Classification of Work	QTY	Unit	Unit Price	TOTAL Cost	
1	Create and Implement Storm Water Pollution Prevention Plan (SWPPP)	1	Lump Sum	\$2,000.00	\$2,000.00	
2	Mobilization and Demobilization (10%)	1	Lump Sum	\$27,614.00	\$27,614.00	
3	Construction Layout Survey	1	Lump Sum	\$5,000.00	\$5,000.00	
4	Trail: 5-inch thick Concrete paving with 6-inch thick UTBC	6,600	Square Feet	\$10.00	\$66,000.00	
5	Concrete Mow Curb	440	Linear Feet	\$15.00	\$6,600.00	
6	Contractor Provided Topsoil (4" thick)	1,050	Cubic Yard	\$40.00	\$42,000.00	
7	Underground Irrigation Systems. Supply and install landscape irrigation system.	1	Lump Sum	\$88,000.00	\$88,000.00	
8	Turf and Grass. Supply and install turf seed.	99,600	Square Feet	\$0.20	\$19,920.00	
9	Bark mulch 4" deep	150	Cubic Yard	\$30.00	\$4,500.00	
10	Ground Cover. Supply and install shrubs (1 gallon)	184	Each	\$40.00	\$7,360.00	
11	Ground Cover. Supply and install shrubs (5 gallon)	46	Each	\$60.00	\$2,760.00	
12	Tree. Supply and install trees.	68	Each	\$500.00	\$34,000.00	
<b>SUBTOTAL PHASE 2 BASE BID</b>					<b>\$305,754.00</b>	
<b>CONTINGENCY FOR CONSTRUCTION (10%)</b>					<b>\$30,575.40</b>	
<b>PHASE 2 BASE BID GRAND TOTAL</b>					<b>\$336,329.40</b>	
<b>Phase 2 Add Alternate #1 (Restroom Area / Pavilion Area Concrete &amp; Landscape)</b>					<b>Engineering Estimate</b>	
101	Pavilion and Restroom Areas: 5-inch thick Concrete paving with 6-inch thick UTBC	2,500	Square Feet	\$10.00	\$25,000.00	
102	Pavilion and Restroom Areas: Bark mulch 4" deep	9	Cubic Yard	\$30.00	\$270.00	
103	Pavilion and Restroom Areas: Underground Irrigation Systems. Supply and install landscape irrigation system.	1	Lump Sum	\$2,000.00	\$2,000.00	
104	Pavilion and Restroom Areas: Ground Cover. Supply and install shrubs (1 gallon).	54	Each	\$40.00	\$2,160.00	
105	Pavilion and Restroom Areas: Tree. Supply and install trees.	4	Each	\$500.00	\$2,000.00	
<b>SUBTOTAL PHASE 2 ADD ALTERNATE #1</b>					<b>\$31,430.00</b>	
<b>CONTINGENCY FOR CONSTRUCTION (10%)</b>					<b>\$3,143.00</b>	
<b>PHASE 2 ADD ALTERNATE #1 GRAND TOTAL</b>					<b>\$34,573.00</b>	
<b>PROJECT GRAND TOTAL</b>					<b>\$370,902.40</b>	