

River Heights City

COUNCIL MEETING AGENDA Tuesday, June 21, 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 (Thompson)

Adoption of Previous Minutes and Agenda

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

Public Comment

Resolution Adopting the River Heights City Budget for the Fiscal Year 2022-2023

Ordinance to Rezone Various City Owned Properties from Residential to Parks, Recreation and Open Space

Ordinance to Rezone the River Heights Elementary School Playfields from Agricultural to Parks, Recreation and Open Space

Ordinance to Adopt Changes to the City Code of River Heights, Utah

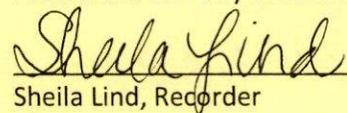
Comments from the Council on Final Proposed Lease for the Boys and Girls Club of Northern Utah

Adjourn

To join the Zoom meeting:

<https://us02web.zoom.us/j/88998182026?pwd=a1BDR3BDeVMwbiJ0OXN3MW5RQnZzQT09>

Posted this 16th day of June 2022


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

Council Meeting

June 21, 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 Acting Finance Director David Sanderson, electronic
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18 Excused: Treasurer Wendy Wilker
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20 Also Present Cindy Schaub
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The following motions were made during the meeting:

Motion #1

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26 Councilmember Milbank moved to “adopt the minutes of the council meeting of June 15, 2022,
27 and the evening’s agenda.” Councilmember Mathews seconded the motion, which passed with Gallup,
28 Glover, Mathews, Milbank, and Wright in favor. No one opposed.
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Motion #2

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31 Councilmember Wright moved to “adopt Resolution 2-2022, A Resolution Adopting the River
32 Heights City Budget for the Fiscal Year 2022-23, in the amount of \$3,121,466.” Councilmember Milbank
33 seconded the motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one
34 opposed.
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Motion #3

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37 Councilmember Wright moved to “adopt Ordinance 4-2022, An Ordinance to Rezone Various City
38 Owned Properties from Residential to Parks, Recreation and Open Space. The seven parcels are listed in
39 the ordinance.” Councilmember Milbank seconded the motion, which carried with Gallup, Glover,
40 Mathews, Milbank, and Wright in favor. No one opposed.
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Motion #4

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43 Councilmember Glover moved to “adopt Ordinance 5-2022, An Ordinance to Rezone the River
44 Heights Elementary School Playfields from Agricultural to Parks, Recreation and Open Space.”

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

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48 Motion #5

49 Councilmember Milbank moved to “adopt Ordinance 6-2022, An Ordinance to Adopt Changes to
50 the City Code of River Heights, Utah with the discussed changes.” Councilmember Mathews seconded the
51 motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one opposed.

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Minutes of the Meeting:

56 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the
57 River Heights City Building on Tuesday, January 18, 2022, for their regular council meeting.

58 Pledge of Allegiance and Opening Thought: Mayor Thompson gave a thought.

59 Adoption of Previous Minutes and Agenda: Minutes for the June 15, 2022, meeting were
60 reviewed.

61 Councilmember Milbank moved to “adopt the minutes of the council meeting of June 15, 2022,
62 and the evening’s agenda.” Councilmember Mathews seconded the motion, which passed with Gallup,
63 Glover, Mathews, Milbank, and Wright in favor. No one opposed.

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

65 Mayor Thompson

- 66 • A final revision to the Boys and Girls Club lease was in the Drive. He believed it addressed all the
67 concerns brought up by the Council, as well as others.
- 68 • He introduced David Sanderson of DS Accounting, who had agreed to help River Heights City
69 temporarily. He’s had a lot of experience with Caselle and currently worked as finance director for
70 several other cities, as well as for the Utah League.
- 71 • An RFP went out to advertise for the treasurer position. June 23 is the deadline for applications.
72 There had been a couple applications turned in thus far.

73 Councilmembers Wright and Gallup and Recorder Lind didn’t have anything to report.

74 Councilmember Glover

- 75 • He received the traffic study reports. There didn’t seem to be a lot of vehicles on the roads in
76 River Heights. He noted there were vehicles consistently going over 55mph on 1000 East. He
77 planned to review it more extensively and put it in the Drive for others to review. CRS gave a
78 proposal for a master traffic plan at \$20,000. He hadn’t decided if he wanted to recommend it
79 yet. Councilmember Wright asked Mr. Glover to give his recommendations for the General Plan
80 Transportation section sooner than later. Mr. Glover had sent the study on to Engineer
81 Rasmussen so he can also give input. He will meet with him and Mayor Thompson to go over the
82 recommendations.

83 Councilmember Mathews

- 84 • The bid has gone out for the water line on River Heights Boulevard between 400 East and 500
85 East.

86 Councilmember Milbank

- 87 • The Stewart Hill Park water line is close to being finished. Because of the construction, the
88 greenwaste container was no longer accessible for pick up on the west side of the property and
89 Logan City had refused to enter through the east side because of trees hanging over the street.

90 Mr. Milbank asked if the city should relocate the dumpster or suspend its use. Mayor Thompson wanted it to be relocated. The discussion continued further down in the meeting.

- 92 • There has been an issue between the elementary school and the soccer league. (The soccer
93 league purchased goal posts for the field but won't allow the school children to use them.) The
94 school administration no longer wants to work with league. They didn't want any private property
95 on their fields and were willing to purchase the goal posts themselves, for one field. Mr. Milbank
96 suggested the city could buy a set as well. The cost was around \$1,200/goal x two. The soccer
97 league told the school they wanted to do the mowing, but the school didn't want the liability, so
98 they will continue to do it. Mr. Milbank indicated that the population based RAPZ money could be
99 used to purchase goals. Mayor Thompson asked if the interlocal agreement between the city and
100 the school addressed soccer equipment. Mr. Milbank said the agreement was vague and said,
101 "the city will maintain the fields." The soccer league needs two sets for the field. The mayor
102 asked Mr. Milbank to get some pricing. Mr. Milbank said the soccer league may have some to sell.
103 He gave the mayor the name of someone from the soccer board to call and ask if they would
104 consider a donation.

105 PWD Nelson

- 106 • The water tie-ins were scheduled for the next day at the Stewart Hill area park. Residents would
107 be without water along 800 East and Stewart Hill Drive (west). The neighbors had been notified
108 by a hand delivered flyer to their door. It had also been posted on Facebook.
- 109 • There was \$20,000 left in the repairs and maintenance account in the water budget. He has
110 hoped to have quotes back for some of the supplies they need. He'd had to look around to get
111 the needed parts since there wasn't one place that had enough. He wanted to get the supplies by
112 the end of the month before a new budget year started. He asked permission to make the
113 purchases without a PO, since it wasn't possible for him to have one ready for the meeting.
114 Mayor Thompson supported getting the supplies but thought they should go through the proper
115 PO channel, even if it went into the next year's budget. When asked, Mr. Nelson named off some
116 of the parts they need to have on hand. In the past they had been getting things from Providence
117 City and then replacing them. Now that parts are more difficult to get, he didn't want to put
118 Providence in a bind. Mayor Thompson asked for a conservative supply list. Mr. Nelson said if
119 they could get their current list filled, they should be in good shape. He explained how many
120 meters they need to have on hand for the coming year at a cost of \$18,000. The other supplies
121 needed would bring the total to \$24,000. Once he ordered the parts, it would still be 2-3 months
122 before they come in. The mayor asked him to get the parts ordered and then bring the PO to the
123 Council at the next meeting.

124 The Council continued discussion on a possible location for the greenwaste container. Mayor
125 Thompson brought up the parking lot of the Old Church. Councilmember Milbank said it had been there a
126 few years ago. The neighbors complained about the smell, dumping noise, commercial businesses using it
127 and it being unattractive. It also ended up looking trashy because some people dump their refuse on the
128 ground when the container is full. Councilmember Wright suggested having it there temporarily. The
129 mayor foresaw it being there at least a year while they determine where a new shop and stock yard
130 would go. PWD Nelson informed there will be access into the Stewart Hill area once the parking lots are
131 completed. The grading would probably be done in the next week. He guessed the concrete might be
132 completed in a couple months. The mayor was comfortable with moving it to the Old Church short term.
133 He wanted it close to the building. PWD Nelson said he would first need to find out if it would be allowed
134 in the city's stormwater ordinance. He will discuss it with Engineer Rasmussen. Councilmember Milbank
135 felt it would be worth having it in the parking lot temporarily. Other council members agreed to the

136 temporary spot. Councilmember Wright suggested the southeast corner of the parking lot, temporarily,
137 to get it as far as possible from residences. Mr. Nelson will let the mayor know what the engineer
138 determines, then the mayor will let residents know through the newsletter.

139 No bills were approved due to the absence of Treasurer Wilker.

140 Public Comment: There was none.

141 Resolution Adopting the River Heights City Budget for the Fiscal Year 2022-2023: Mayor

142 Thompson reviewed the changes made since the last meeting. He reduced the lower well amount by
143 \$13,000 to include a mower. Councilmember Glover asked for clarification on the amount in the roads
144 budget. Councilmember Mathews had a minor change in project names. PWD Nelson asked how soon
145 someone was going to look at the asbestos in the church. The mayor responded he is working with
146 someone now and guessed it would be in six weeks to two months. Councilmember Milbank asked if
147 there were many firms that do abatement. The mayor answered there are 3 or 4. He had met with a firm
148 to investigate the scope of the job so they can put out an RFP with the correct specifications.

149 Mayor Thompson read the budget resolution.

150 **Councilmember Wright moved to “adopt Resolution 2-2022, A Resolution Adopting the River
151 Heights City Budget for the Fiscal Year 2022-23, in the amount of \$3,121,466.” Councilmember Milbank
152 seconded the motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No
153 one opposed.**

154 Ordinance to Rezone Various City Owned Properties from Residential to Parks, Recreation and
155 Open Space: Councilmember Wright explained the map showing the city owned properties that were
156 being rezoned to match the General Plan maps for zoning. He informed that the planning commission
157 had reviewed the request and recommended the rezones to the council. He pointed out that 500 East
158 wasn’t part of the calculation, as shown on the map.

159 Councilmember Glover asked if there might be a better zone for the Old School. Councilmember
160 Wright said if the Old School ever came down, they would want the property to be in a park zone. He also
161 informed that the use of the Boys and Girls Club was allowed in a parks zone only with a Conditional Use
162 Permit.

163 **Councilmember Wright moved to “adopt Ordinance 4-2022, An Ordinance to Rezone Various
164 City Owned Properties from Residential to Parks, Recreation and Open Space. The seven parcels are
165 listed in the ordinance.” Councilmember Milbank seconded the motion, which carried with Gallup,
166 Glover, Mathews, Milbank, and Wright in favor. No one opposed.**

167 Ordinance to Rezone the River Heights Elementary School Playfields from Agricultural to Parks,
168 Recreation and Open Space: Councilmember Wright explained this rezone is separate from the others
169 because it’s required that property owners apply for rezones. He had called the school district and
170 explained that the city was in the process of rezoning areas to the park zone to match the General Plan.
171 The school district agreed and applied to rezone the school fields. The Planning Commission reviewed the
172 application and recommended the rezone to the council.

173 **Councilmember Glover moved to “adopt Ordinance 5-2022, An Ordinance to Rezone the River
174 Heights Elementary School Playfields from Agricultural to Parks, Recreation and Open Space.”**

175 **Councilmember Milbank seconded the motion, which carried with Gallup, Glover, Mathews, Milbank,
176 and Wright in favor. No one opposed.**

177 Ordinance to Adopt Changes to the City Code of River Heights, Utah: Councilmember Wright
178 reviewed the changes recommended from the Planning Commission.

179 Regarding sidewalk repairs, Councilmember Gallup felt the city should be held responsible with
180 the same amount of time as residents. They discussed “reasonable amount of time” versus “30 days.”

181 PWD Nelson pointed out that the city may have good reasons they can't get the repair done in 30 days. They agreed on "30 days or a reasonable amount of time."

183 Councilmember Wright explained the changes associated with the Old School use.

184 Councilmember Gallup asked if the Boys and Girls Club no longer used the building, would the Council
185 have a say in what group(s) could use it. Mr. Wright explained that another group would need to get a
186 Conditional Use Permit, which would go through the Planning Commission. The lease negotiations would
187 come through the mayor and council. Ms. Gallup wanted to assure there would be plenty of opportunity
188 for input on what happens to the Old School Building. Mr. Wright explained the Planning Commission's
189 approval of the Boys and Girls Club's Conditional Use Permit was based on the terms of their lease, which
190 included the 90-day review clause. Mayor Thompson thanked the council and commission for allowing
191 him to negotiate with the Boys and Girls Club on a lease.

192 Councilmember Milbank brought up a potential conflict in 10-20-1:G, pertaining to ". . . does not
193 interfere with the use by the general public . . ." because the Boys and Girls Club could interfere with the
194 public's desire to use the building. The Council discussed and decided to remove this verbiage.

195 They reviewed the Tree City USA section. Councilmember Wright asked the council if they had
196 any concerns over the composition of the proposed Tree Board. They agreed.

197 Councilmember Wright informed that the Planning Commission had gone through lengthy
198 discussions on the code changes and expressed appreciation for their time and efforts.

199 **Councilmember Milbank moved to "adopt Ordinance 6-2022, An Ordinance to Adopt Changes to
200 the City Code of River Heights, Utah with the discussed changes." Councilmember Mathews seconded
201 the motion, which carried with Gallup, Glover, Mathews, Milbank, and Wright in favor. No one
202 opposed.**

203 Comments from the Council on Final Proposed Lease for the Boys and Girls Club of Northern Utah:

204 Mayor Thompson pointed out certain sections of the lease. He said every concern that was brought
205 before him had been addressed in the lease. He explained the city can make changes to the lease every
206 90 days, based on unforeseen issues that may come up. He specifically reviewed Exhibits A and B.

207 Discussion was held on 6.03.1., which discussed overnight parking. Mayor Thompson said he will
208 work through it to be more specific. It was suggested that parking also be addressed in Exhibit B to allow
209 changes, if needed, every 90 days. The Planning Commission had suggested clarifying a specific pick up
210 and drop off route. The mayor said the lease states the Club needs to come up with the plan and get it
211 approved by the city. It will then be included in Exhibit B. It will be up to the Club to enforce their plan.

212 Councilmember Gallup asked if there were going to be regular inspections of the building. It was
213 pointed out that this was addressed in the lease.

214 Mayor Thompson brought up Mary Robinson's written comments and asked Recorder Lind to
215 enter them into the minutes.

216 Councilmember Glover discussed the traffic study on 400 South. Its peak use was 28 vehicles per
217 hour. The Club could double the traffic on the road, which will have an impact on the residents.

218 Councilmember Wright explained that the bus stop was brought up with the Planning
219 Commission. If the Club would use the bus system, the CVTD may consider keeping the River Heights bus
220 stop.

221 Mayor Thompson said he will be sure to work through traffic issues in the lease with the Boys and
222 Girls Club. He will work with PWD Nelson on parking. He thought he might have one of the planning
223 commissioners work with them on a drop off and pick up route for traffic. He expressed appreciation to
224 everyone for their input on the lease and felt they had come up with something good for the city and the
Boys and Girls Club.

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Mayor Thompson informed he would not be attending the July 5 council meeting. He expressed interest in further discussion on the traffic study and what they can do about excessive speeds. Councilmember Gallup informed she will also be gone on the 5th. The meeting adjourned at 8:50 p.m.



Sheila Lind, Recorder



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Jason Thompson, Mayor

Approved by e-mail

River Heights City Bills To Be Paid

June 13, 2022

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Al's Trophies & Frames	Thank You Plaque	\$80.00								\$80.00
2	Badger Screen Printing	Ambassadors					\$513.99				\$513.99
3	Daines & Jenkins	Legal Fees	\$1,552.50								\$1,552.50
4	Ferguson	Parks Fountain			\$269.73						\$269.73
5	Forsgren & Associates	Parks, General, Roads, Water, Pass Thru	\$345.00	\$116.25	\$385.00			\$660.00	\$12,005.00		\$13,511.25
6	Lacy Susman	Pavilion Rental Refund			\$50.00						\$50.00
7	Richard Oliver	Pavilion Rental Refund			\$50.00						\$50.00
8	Rocky Mountain Power	Electricity	\$260.13		\$53.14	\$24.77		\$1,195.29	\$3,227.67	\$19.96	\$4,780.96
9	Thomas Petroleum	Fuel Charges			\$38.28			\$38.29	\$38.29	\$38.29	\$153.15
10	Xerox	Monthly Copier Billing-Usage/Maint.	\$378.40								\$378.40
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Page 1 SubTotals

\$2,616.03 \$116.25 \$846.15 \$24.77 \$513.99 \$1,893.58 \$15,270.96 \$58.25 \$21,339.98

Page 1 Total Amount to \$21,339.98

Approved by e-mail

River Heights City Bills To Be Paid.

June 27, 2022

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	American General Life Insurance Co.	Annual Life Ins. Premium Cameron			\$203.00			\$203.00	\$203.00	\$203.00	\$812.00
2	Bonnie Weston	Pavilion Rental-Refund			\$50.00						\$50.00
3	Cache County Corporation	2022 Municipal Assessment & GIS Fees	\$1,958.00								\$1,958.00
4	City of Logan	Sewer, garbage, 911	\$15,113.91			\$2,037.00				\$23,238.92	\$40,389.83
5	Comcast	Monthly Internet	\$86.30								\$86.30
6	Dominion Energy	Monthly billing Gas	\$185.19		\$15.20			\$8.11	\$73.62	\$8.10	\$290.22
7	DS Accounting Services, LLC	Monthly Caselle/Budget Help	\$750.00								\$750.00
8	Estate of William Maudlin	Credit balance utility	\$100.90								\$100.90
9	Kevin Larson	Pavilion Deposit Refund			\$50.00						\$50.00
10	Logan City	Water Consumption							\$558.19		\$558.19
11	Logan Landscape	Heber Olson Park Volley Ball Pit			\$494.00						\$494.00
12	Marcus Dee & Sons Trucking	Water Repairs/Maint Haul/Fill							\$900.00		\$900.00
13	Rupp Trucking/Waste Containers	Waste Containers					\$1,232.80				\$1,232.80
14	Sharlie Gallup	Ambassadors					\$227.06				\$227.06
15	Thomas Petroleum	Fuel for City Vehicles			\$46.14			\$46.14	\$46.14	\$46.14	\$184.56
16	Utah Local Government Trust	Automotive/Liability/Property/Workers C	\$1,026.39		\$1,576.49			\$4,813.16	\$6,096.67	\$6,417.55	\$19,930.26
17	Xavier Hey	Concert In the Park			\$450.00						\$450.00
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Page 1 SubTotals

\$19,220.69

\$2,884.83

\$2,037.00

\$1,459.86

\$5,070.41

\$7,877.62

\$29,913.71

\$68,464.12

Page 1 Total Amount to

\$68,464.12

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
General Fund			
Taxes			
10-31-10	Property Tax	112,000.00	115,000.00
10-31-20	Sales Tax	380,000.00	386,000.00
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
Total Taxes:		583,200.00	592,200.00
Licenses and Permits			
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
Total Licenses and Permits:		267,900.00	274,500.00
Intergovernmental Revenue			
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
Total Intergovernmental Revenue:		97,000.00	97,000.00
Charges for Services			
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
Total Charges for Services:		10,400.00	93,700.00
Fines and Forfeitures			
10-35-10	Fines and Forfeitures	1,400.00	1,400.00
Total Fines and Forfeitures:		1,400.00	1,400.00
Other Revenue			
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
Total Other Revenue:		5,203.00	2,203.00
General Fund Revenue Total:		965,103.00	1,061,003.00
General Fund Expenditure Total:		.00	.00
Net Total General Fund:		965,103.00	1,061,003.00

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
Capital Projects Fund			
Other			
40-36-99	Trans GF Beg Bal	.00	.00
Total Other:		.00	.00
Capital Projects Fund Revenue Total:		.00	.00
Capital Projects Fund Expenditure Total:		.00	.00
Net Total Capital Projects Fund:		.00	.00

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
General Fund			
Administration			
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	8,300.00
10-41-04	Budget Officer	.00	.00
10-41-05	Recorder	21,700.00	27,600.00
10-41-06	Finance Director	4,900.00	6,120.00
10-41-08	Webmaster	.00	.00
10-41-10	Supervisor of Public Works	14,900.00	16,300.00
10-41-15	Payroll Taxes	7,600.00	8,400.00
10-41-16	Health Insurance	2,200.00	2,200.00
10-41-18	Retirement	.00	3,410.00
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	500.00
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
Total Administration:		206,170.00	209,470.00
Office Expenses			
10-44-10	Office and General Supplies	5,500.00	5,500.00
10-44-12	Office Cleaning	.00	144.75
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	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	6,750.00
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

Fund Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
10-44-78	Telephone	3,400.00	2,500.00
10-44-79	Internet	700.00	600.00
10-44-80	Web Page Domain	400.00	400.00
10-44-85	Web Master	400.00	400.00
Total Office Expenses:		30,064.82	33,619.75
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
10-48-90	Sound System	.00	.00
Total Community Affairs:		24,550.00	27,550.00
Planning & Zoning			
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
Public Safety			
10-54-10	Crossing Guards	10,860.00	12,900.00
10-54-15	Payroll Taxes	1,500.00	1,300.00
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

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
Total Public Safety:		214,310.00	218,550.00
Roads			
10-60-10	Supervisor - Roads	14,900.00	16,300.00
10-60-11	Part-Time Wages	2,400.00	2,600.00
10-60-12	Maintenance Assistant	10,700.00	11,800.00
10-60-15	Payroll Taxes	2,800.00	3,100.00
10-60-16	Health Insurance	8,200.00	8,200.00
10-60-18	Retirement	.00	2,110.00
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
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
Total Roads:		123,370.00	156,210.00
Parks & Recreation			
10-70-10	Supervisor - Parks	14,900.00	16,300.00
10-70-11	Part-Time Wages	3,400.00	3,600.00
10-70-12	Maintenance Assistant	12,900.00	14,200.00
10-70-15	Payroll Taxes	3,100.00	3,400.00
10-70-16	Health Insurance	9,600.00	9,600.00
10-70-18	Retirement	.00	2,300.00
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

Account Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
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
Total Parks & Recreation:		77,170.18	80,226.00
School Building Expenses			
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
Total School Building Expenses:		36,800.00	38,200.00
Capital Improvements			
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
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
Total Capital Improvements:		.00	.00
Other Expenses			
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
Total Other Expenses:		250,000.00	294,372.25
General Fund Revenue Total:		.00	.00
General Fund Expenditure Total:		965,103.00	1,061,003.00
Net Total General Fund:		965,103.00-	1,061,003.00-

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
Capital Projects Fund			
Source: 33			
40-33-25	Park Grant (RAPZ)	.00	75,000.00
40-33-26	ARPA Funds	.00	.00
Total Source: 33:		.00	75,000.00
Other			
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
40-36-99	Appropriated Fund Balance	.00	544,689.75
Total Other:		103,000.00	692,062.00
Department: 40			
40-40-85	Capital Improvements	.00	.00
40-40-90	Transfers to Water Fund	.00	.00
Total Department: 40:		.00	.00
Department: 41			
40-41-83	Administrative	22,000.00	22,000.00
Total Department: 41:		22,000.00	22,000.00
Department: 51			
40-51-83	Water-NEVER USE THIS ACCOUNT	.00	.00
Total Department: 51:		.00	.00
Capital Projects			
40-60-81	River Heights BI (ARPA FUNDS)	.00	.00
40-60-82	Lower Well (ARPA FUNDS)	.00	.00
40-60-83	Road Saef	272,400.00	60,000.00
40-60-84	Lower Well	.00	99,113.00
40-60-85	400' South Sidewalk-Sect 1 W	.00	62,712.00
40-60-86	400' South Sidewalk-Sect 2 E	.00	53,118.00
40-60-87	Mower	.00	13,000.00
40-60-88	Aesbestos Abatement - O Church	.00	182,000.00
40-60-89	Stewart Hill Park	.00	200,119.00
40-60-90	Stewert Hill Park (RAPZ funds)	.00	75,000.00
Total Capital Projects:		272,400.00	745,062.00
Department: 70			
40-70-83	Parks & Recreation	150,000.00	.00
Total Department: 70:		150,000.00	.00
Department: 80			
40-80-83	Reserves	.00	.00

Fund Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
Total Department: 80:		.00	.00
Capital Projects Fund Revenue Total:		103,000.00	767,062.00
Capital Projects Fund Expenditure Total:		444,400.00	767,062.00
Net Total Capital Projects Fund:		341,400.00-	.00

Account Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
Water Fund			
51-1930	Water Shares	.00	.00
Other			
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	246,000.00
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
51-36-99	Appropriated Fund Balance	.00	187,695.00
Total Other:		457,003.00	890,698.00
Water Department			
51-40-01	Mayor and Council	7,440.00	5,580.00
51-40-03	Treasurer	7,500.00	8,100.00
51-40-05	Recorder	5,400.00	6,900.00
51-40-06	Finance Director	4,750.00	5,940.00
51-40-10	Supervisor - Public Works	22,400.00	24,500.00
51-40-11	Part Time Wages	2,900.00	3,100.00
51-40-12	Maintenance Assistant	12,900.00	14,200.00
51-40-15	Payroll Taxes	6,200.00	6,800.00
51-40-16	Health Insurance	10,300.00	10,300.00
51-40-18	Retirement	.00	3,460.00
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	.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

Fund Number	Account Title	2021-22	2022-23
		Current year Budget	Future year Budget
51-40-86	Flow Meters	.00	20,000.00
51-40-90	Replace Reservoir	.00	.00
51-40-91	Transfers to Other Funds	.00	.00
51-40-95	Miscellaneous	150.00	150.00
Total Water Department:		<u>498,140.00</u>	<u>323,130.00</u>
Capital Projects			
51-50-70	Lower Well Water	.00	177,887.00
51-50-71	River Heights Blvd water	.00	200,000.00
51-50-72	500 East water Line	.00	106,000.00
51-50-73	Stewart Hill Park water	.00	83,681.00
Total Capital Projects:		<u>.00</u>	<u>567,568.00</u>
Water Fund Revenue Total:		<u>457,003.00</u>	<u>890,698.00</u>
Water Fund Expenditure Total:		<u>498,140.00</u>	<u>890,698.00</u>
Net Total Water Fund:		<u>41,137.00-</u>	<u>.00</u>

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
Sewer Fund			
Other			
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
Sewer Department			
52-40-01	Mayor and Council	7,440.00	5,580.00
52-40-03	Treasurer	7,500.00	8,100.00
52-40-05	Recorder	5,400.00	6,900.00
52-40-06	Finance Director	4,750.00	5,940.00
52-40-10	Supervisor - Public Works	7,500.00	8,200.00
52-40-11	Part Time Wages	1,000.00	1,000.00
52-40-12	Maintenance Assistant	6,400.00	7,100.00
52-40-15	Payroll Taxes	3,900.00	4,300.00
52-40-16	Health Insurance	4,900.00	4,900.00
52-40-18	Retirement	.00	1,710.00
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	.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	Reserves	150.00	24,023.00
Total Sewer Department:		322,928.00	322,703.00
Capital Projects			
52-50-73	800 South Sewer Line	.00	80,000.00

Account Number	Account Title	2021-22 Current year Budget	2022-23 Future year Budget
	Total Capital Projects:	.00	80,000.00
	Sewer Fund Revenue Total:	402,703.00	402,703.00
	Sewer Fund Expenditure Total:	322,928.00	402,703.00
	Net Total Sewer Fund:	79,775.00	.00
	Net Grand Totals:	302,762.00-	.00

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

RESOLUTION 2-2022

A RESOLUTION ADOPTING THE RIVER HEIGHTS CITY BUDGET
FOR THE FISCAL YEAR 2022-2023

The River Heights City Council of Cache County, Utah, in a regular meeting, lawful notice of which had been given, finds that a public hearing was held on June 15, 2022, upon lawful notice and that it is necessary and statutorily required that a budget be adopted for the fiscal year 2022-2023.

THEREFORE, the River Heights City Council hereby adopts the following resolution:

BE IT RESOLVED that the 2022-2023 River Heights City budget in the total amount of \$ 3,214,666, the original of which is on file in the River Heights City Office and a copy of which is attached to this resolution, is hereby adopted as the River Heights City budget beginning July 1, 2022, and ending on June 30, 2023.

BE IT ALSO RESOLVED that the General Fund unreserved equity balance will be limited to 25% of the 2022-2023 budgeted revenues. Any excess will be transferred from the General Fund to the Capital Projects Fund as of June 30, 2023.

ADOPTED BY the River Heights City Council on June 21, 2022.

RIVER HEIGHTS CITY

Jason Thompson, Mayor

ATTEST:

Sheila Lind, Recorder

ORDINANCE 4-2022

AN ORDINANCE TO REZONE VARIOUS CITY OWNED PROPERTIES FROM RESIDENTIAL TO PARKS, RECREATION AND OPEN SPACE

WHEREAS, the City owns various parcels in River Heights, Utah, described as:

<u>Property Address</u>	<u>County Parcel ID</u>	<u>Size of Lot</u>
520 S 500 E	02-022-0006	5.17 acres
420 S 500 E	02-022-0007	1.77 acres
520 S 500 E	02-022-0023	0.21 acres
590 S 850 E	02-285-0000	0.13 acres
589 S 900 E	02-285-00DT	0.13 acres
924 E 600 S	02-285-00DT	0.19 acres
910 E 480 S	02-285-00DT	0.29 acres

WHEREAS, the properties are currently zoned Residential, and

WHEREAS, River Heights City has requested the property be rezoned to Parks, Recreation and Open Space, and

WHEREAS, a public hearing was held by the Planning Commission on June 14, 2022, to address the request, and

WHEREAS, the Planning Commission has recommended to the City Council that the above stated various River Heights City parcels be considered for the Parks, Recreation and Open Space zone.

NOW THEREFORE IT IS HEREBY RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF RIVER HEIGHTS, that the above properties be zoned Parks, Recreation and Open Space.

ADOPTED BY THE RIVER HEIGHTS MUNICIPAL COUNCIL THIS 21st DAY OF JUNE 2022.

Jason Thompson, Mayor

Attest:

Sheila Lind, Recorder

NORTH



ORDINANCE 5-2022

AN ORDINANCE TO REZONE THE RIVER HEIGHTS ELEMENTARY SCHOOL PLAYFIELDS FROM AGRICULTURAL TO PARKS, RECREATION AND OPEN SPACE

WHEREAS, the Cache County School District owns two property parcels, specifically 02-029-0026 and 02-029-0027 and,

WHEREAS, the properties are currently zoned Agricultural, and

WHEREAS, Cache County School District has requested 8.41 acres of 02-029-0027 and 4 acres of 02-029-0026 be rezoned Parks, Recreation and Open Space, and

WHEREAS, a public hearing was held by the Planning Commission on June 14, 2022, to address the request, and

WHEREAS, the Planning Commission has recommended to the City Council that the above stated property portions be considered for the Parks, Recreation and Open Space zone.

NOW THEREFORE IT IS HEREBY RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF RIVER HEIGHTS, that the above properties be zoned Parks, Recreation and Open Space.

ADOPTED BY THE RIVER HEIGHTS MUNICIPAL COUNCIL THIS 21st DAY OF JUNE 2022.

Jason Thompson, Mayor

Attest:

Sheila Lind, Recorder

Ordinance 6-2022

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, June 14, 2022, after which, the River Heights City Council adopted the following changes to the River Heights City Code.

5-2-4:A.

2. Any person wishing to maintain a "kennel," as defined in section 5-2-1 of this chapter and section 10-2-1 of this code, must first obtain a kennel conditional use permit from the city. ~~The kennel conditional use permit shall be issued upon proof of compliance with the kennel conditional use permit, as defined in the zoning ordinance.~~

7-1-4: REMOVAL OF SNOW

- A. Failure to Remove Unlawful: It shall be unlawful for the owner, occupant, lesser, or agent of any property, abutting on a paved sidewalk, to fail to remove, or have removed from such paved sidewalk, all hail, snow, or sleet hereon within ~~a reasonable time~~ forty-eight (48) hours after such snow, hail, or sleet has fallen.

7-2-3: SIDEWALKS AT EXISTING CONSTRUCTION

- A. Damage: When any citizen, contractor or person damages the sidewalks, curbs, or gutters of the City, that individual or person shall repair and/or replace the same within ~~a reasonable time~~ thirty (30) days, or as negotiated with the city, at their own cost pursuant to specification set forth by the city. Any expenses incurred by the City in providing specifications or inspecting the same shall also be paid by said citizen, contractor, or person. If the City damages any sidewalks, curbs, or gutters, the same shall be repaired and/or replaced by the City within ~~a reasonable amount of time~~ at no cost to the property owners.

thirty (30) days or leave in

10-4-1: ZONES ESTABLISHED

RPUD Residential Planned Unit Development

10-12-1:A

Institutional and Special Service Uses

42. River Heights City Facilities Use – "C" (conditional) in Parks and Recreation. Left blank (not allowed) in the other zones.

10-13-22: RECREATIONAL VEHICLES AND MOBILE HOMES PROHIBITED; EXCEPTIONS

C. All sewage from any recreational vehicle shall be disposed of in an approved septic ~~or~~ sanitary sewer system or legally disposed of outside city limits.

10-13-23: RECREATIONAL VEHICLE AND TRAILER STORAGE

It shall be unlawful . . . within a thirty (30) day period. All sewage from any recreational vehicle shall be disposed of in an approved septic ~~or~~ sanitary sewer system or legally disposed of outside city limits.

10-14-4

- A. Onsite parking in commercial and residential planned unit developments shall be . . .
- B. Within the commercial and residential planned unit development zones, the city . . .
- D. All parking for commercial and residential planned unit developments must be . . .

10-15-5:

A. For Commercial and Residential Planned Unit Developments:

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

A. Street trees shall be planted by the adjacent property owner within the park strip along both sides of all streets every thirty (30) feet on center. If no park strip exists, trees shall be planted adjacent to the roadway edge, where a park strip would exist, if possible. Tree size and species shall be approved by the city. (1-2015, 6-23-15)

10-15-7: STREET TREES

F. Parking Strip Tree Remediation or Removal for Public Safety or Interference of Storm Water Drainage:

~~1. Remediation efforts that preserve street trees will always be considered before removal. As an addendum to the Application to Remediate or Remove a Parking Strip Tree, the City or the property owner may submit, at their expense, a design or plan of action for remediation to be considered by the City Engineer. Remediation efforts may include but are not limited by the following:~~

1. Damages to pavement, curb, and gutter, or sidewalk, or interference with storm water drains or sanitary sewer mains by park strip trees will result in remediation or, if remediation is insufficient, removal of said tree. The city and/or property owner will first submit a remediation design proposal to the city tree board and city engineer.

Remediation may include but is not limited to the following:

- a. The ~~cutting away~~ removal of damaging tree roots and the placement of a root barrier adjacent to the replaced or repaired sidewalk, curb, or road structure.
- b. The raising of the adjacent sidewalk grade over the damaging tree roots.

- c. ~~The reinforcement~~ Reinforcing of the sidewalk new concrete with rebar or welded wire mesh, so roots must lift several concrete slabs at once to not cause damage adjacent to the damaging tree roots.
 - d. Shave or grind the concrete to correlate with a contiguous slab.
 - e. The pruning or removal of hazardous tree branches.
2. Remediation efforts must always ~~take into account~~ consider tree health and maturity. Remediation efforts that will potentially weaken a tree such that the health of the tree will be compromised, or the tree becomes a risk for falling will not be considered.
3. To obtain assistance from the City, property owners must submit an ~~application~~ request to the City Office to remediate or remove a parking strip tree ~~at the City Office~~. On a case-by-case basis, the City will consider the following factors in reviewing and prioritizing applications:
- a. Effects on public safety
 - b. Effects on storm water drainage
 - c. ~~Order of request~~
 - d. City budget ability
4. If remediation efforts have been exhausted or failed, The City reserves the right to remediate or remove trees from city parking strips at any time to preserve public safety or proper storm water drainage. (302008, 9-23-08)

10-20-1:

G. River Heights City Facilities Use: When a person, entity, or organization rents, leases, or uses a River Heights City-owned public facility continuously for 30 days or more within a year's time, a conditional use permit is required. The planning commission will assure that the permitted use does not adversely affect or damage the facility, ~~does not interfere with the use by the general public and is harmonious with the surrounding area.~~

generally

Add New Chapter 22 to Title 10

TITLE 10
Chapter 22
TREE CITY USA

SECTION:

- 10-22-1: Purpose
- 10-22-2: Definitions
- 10-22-3: Tree Advisory Board
- 10-22-4: Authority
- 10-22-5: Tree Planting and Care Standards
- 10-22-6: Prohibition Against Harming Public Trees

10-22-7: Adjacent Owner Responsibility

10-22-8: Certain Trees Declared a Nuisance

10-22-9: Appeals

10-22-1: PURPOSE

Establish practices governing the proper planting and care of trees on public property. To enhance the quality of life and future health, safety, and welfare of all citizens; to enhance property values. Make provision for the emergency removal of trees on private property under certain conditions. Accept the authority and responsibility given to the Tree Advisory Board as created by the City Council.

10-22-2: DEFINITIONS

As used in this ~~Article~~ Chapter, the following words and phrases shall have the meanings indicated:

DAMAGE: Any injury to or destruction of a tree, including but not limited to: uprooting; severance of all or part the root system or main trunk; storage of material on or compaction of surrounding soil; a substantial change in the natural grade above a root system or around a trunk; surrounding the tree with impervious paving materials; or any trauma caused by accident or collision.

NUISANCE: Any tree, or limb thereof, that has an infectious disease or insect; is dead or dying; obstructs the view of traffic signs or the free passage of pedestrians or vehicles; or threatens public health, safety, and welfare.

PARK STRIP: The area along a public street between the curb and the sidewalk; or if there is no curb or sidewalk, the unpaved portion of the area between the street right-of-way line and the paved portion of the street or alley.

PUBLIC PROPERTY: All grounds and rights-of-way (ROWS) owned or maintained by the City.

PUBLIC TREE: Any tree or woody vegetation on city-owned or city-maintained property or rights-of-way.

TOP or TOPPING: The non-standard practice of cutting back of limbs to stubs within a tree's crown to such a degree to remove the normal canopy and disfigure the tree.

10-22-3: TREE ADVISORY BOARD

The City Council hereby creates a "Tree Advisory Board," hereinafter referred to as the "Board."

A. Duties: The Board shall act in an advisory capacity:

1. Coordinate and promote Arbor Day activities;
2. Review and update a five-year plan to plant and maintain trees on city property;
3. Support public awareness and education programs relating to trees;
4. Review city department concerns relating to tree care;
5. Submit an annual report of its activities to the city council;

6. Assist with the annual application to renew the Tree City USA designation;
 7. Develop of a list of recommended trees for planting on city property, and a list of prohibited species; and
 8. Other duties that may be assigned by City Council.
- B. **Membership:** The Board shall consist of three (3) members approved by City Council. Members of the Board will serve without compensation. One member of the Board shall be a City Council member, one member of the Board shall be a Public Works Director, and one member a person with verifiable experience in ~~the area of~~ care and maintenance of trees.
 - C. **Term of office:** Board members shall be appointed for three-year staggered terms. If a vacancy shall occur during the term of any member, a successor shall be appointed by City Council.
 - D. **Officers:** The Board shall annually select one of the members to serve as chair, may appoint a second member to serve as vice-chair, and may appoint a third member to serve as secretary.
 - E. **Meetings:** The Board shall meet annually. All meetings shall be open to the public. The Board chair may schedule additional meetings as needed.

10-22-4: AUTHORITY

- A. The Tree Advisory Board, hereinafter referred to as the "Board", shall have the responsibility to advise on planting, pruning, maintaining, and removing trees and woody plants growing in or upon all municipal streets, rights-of ways, city parks, and other public property. This shall include the removal or pruning of trees that may threaten electrical, telephone, gas, or any municipal water or sewer line, or any tree that is affected by fungus, insect, or other pest disease.
- B. **Coordination among city departments:** All city departments will coordinate as necessary with the Board and will provide services as required to ensure compliance with this Ordinance as it relates to streets, alleys, rights-of-way, drainage, easements, and other public properties not under direct jurisdiction of the Director.
- C. **Interference:** No person shall hinder, prevent, delay, or interfere with the City while engaged in carrying out the execution or enforcement of this Ordinance.

10-22-5: TREE PLANTING AND CARE STANDARDS

- A. **Standards:** All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standards for Tree Care Operations" and shall follow all tree care Best Management Practices (BMPs) published by the International Society of Arboriculture.
- B. **Requirements of franchise utility companies:** The maintenance of public trees for utility clearance shall conform to all applicable utility industry standards.

- C. Preferred species list: The Board shall maintain and update as needed, a list of desirable tree species for planting on public property in two size classes: Ornamental (20 feet or less in heights at maturity) and Shade (greater than 20 feet at maturity). Trees from this approved list may be planted without special permission, other species may be planted with written approval from the Board.
- D. Planting distances: The Board shall develop and maintain an official set of spacing requirements for the planting of trees on public property. No tree may be planted within the visibility triangle of a street intersection (see 10-13-15) of or within fifteen (15) feet of a fire hydrant.
- E. Planting trees under electric utility lines: Only trees listed as Ornamental trees on the official city tree species list may be planted under or within fifteen (15) lateral feet of any overhead utility wire.

NOTE: The River Heights Tree Selection and Planting Guide brochure can be found in the code appendix and contains a list of trees within each class that are (1) acceptable and appropriate for the climate, and (2) a list of trees that are prohibited for planting along streets or within park strips. ~~This brochure is at the city office.~~

10-22-6: PROHIBITION AGAINST HARMING PUBLIC TREES

- A. It shall be unlawful for any person, firm, or corporation to damage, remove, or cause the damage or removal of a tree on public property without written permission from the Board.
- B. It shall be unlawful for any person, firm, or corporation to attach any cable, wire, signs, hammock, slackline, or any other object to any street, park, or public tree.
- C. It shall be unlawful for any person, firm, or corporation to "top" any public tree. Trees severely damaged by storms or other causes, where best pruning practices are impractical may be exempted from this provision at the determination of the Board.
- D. Any person, firm, corporation, or city department performing construction near any public tree(s) shall consult with the Board and shall employ appropriate measures to protect the tree(s), according to procedures contained in the Best Management Practices (BMPs) for "Managing Trees During Construction" published by the International Society of Arboriculture.
- E. Each violation of this section as determined and notified by the Board shall constitute a separate violation, punishable by fines and penalties under Section 9, in addition to mitigation values placed on the tree(s) removed or damaged in violation of this section.

10-22-7: ADJACENT OWNER RESPONSIBILITY

- A. All streets either public or private shall provide a planted landscaped strip to city specifications and be perpetually maintained by the adjacent property owner. (see 10-15-6)

- B. No property owner shall allow a tree, or other plant growing on his or her property or within the adjacent park strip to obstruct or interfere with pedestrians or the view of drivers, thereby creating a hazard. If an obstruction persists, the City shall notify the property owner to prune or remove the tree or plant. If the owner fails to comply with the notice, the City may undertake the necessary work and charge the cost to the property owner.

10-22-8: CERTAIN TREES DECLARED A NUISANCE

- A. Any tree, or limb thereof, on private property determined by Board to have contracted a lethal, communicable disease or insect; to be dead or dying; to obstruct the view of traffic signs or the free passage of pedestrians or vehicles; or that threatens public health, safety, and welfare is declared a nuisance and the City may require its treatment or removal.
- B. Private property owners have the duty, at their own expense, to remove or treat nuisance trees on their property. The city may remove such trees at the owner's expense if the owner does not comply with treatment and/or removal as specified by the City within 90 calendar days of notification (see 10-15-7:F). Potential hazardous situations may be addressed as needed.
- C. The City may elect to assist property owners mitigate the unforeseen immediate cost of tree removal by implementing a repayment plan. Such mitigation would be a reimbursement to the City for expenses expended on behalf of the property owner. (see 10-15-7)

10-22-9: APPEALS

Appeals to decisions by the Board shall be heard by City Council.

Adopted and effective this 21st day of June 2020².

Jason Thompson, Mayor

Attest:

Sheila Lind, Recorder

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 (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. The term of this Lease shall be for a total period of 1.5 years, commencing on July 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 twenty-one (21) 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. Tenant's use shall be daytime use only (between 6 A.M. to 6:30 P.M) and shall not be used for any housing or living quarters. Tenant shall not utilize the Subject Property for any unlawful or hazardous purpose or activity. Use of the leased premises and/or use of common areas and/or Gym areas may be utilized after hours only upon request with 7 days advanced notice and subject to mutually agreeable terms between the Parties.

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 clean and maintain its designated share of leased space, as more particularly defined on Exhibit "A"; 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. While the City shall pay for electricity and natural gas expenses, Tenant at its own expense, shall pay all other utility and/or other charges incurred by tenant and shall pay all personal property taxes in the event any are assessed, 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. This section shall only apply to that portion leased by Tenant as more particularly identified by Exhibit "A"

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 twenty-one (21) 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 twenty-one (21) 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 contract 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. Permitted signage shall comply with River Heights City Code.
- 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. Without express written permission, 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.
- I. Tenant shall not have overnight parking except that it may keep a maximum of five (5) vans parked in the parking lot. For all parking purposes, Tenant shall only use the southeast parking lot adjacent to the old church house.

south of the school

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: Boys and Girls Club of Northern Utah
Att: Jenny Schulze
550 South Main Street

Brigham City Utah 84302

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.

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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:

By:
Its:

Exhibit A

[Highlight areas of school to be rented]

Location:

500 S 500 E River Heights, Utah

Map:

Measurements rounded to nearest foot
 Total square feet = 8,461 (Rentable)

Green = Available use for the Boys and Girls Club
Green/|| = Limited Available use for the Boys and Girls Club
Red = River Heights City use

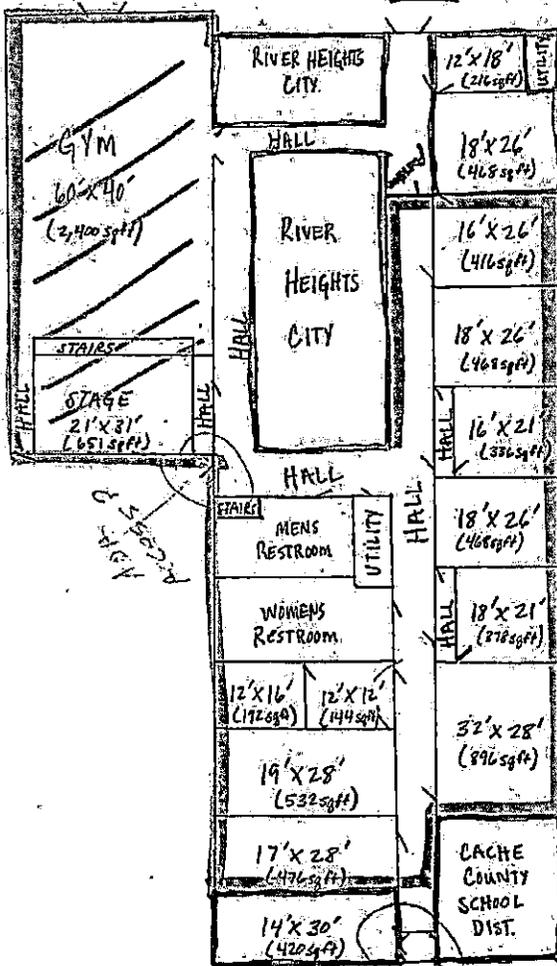


Exhibit "B"
[Playground Schedule, Terms and Conditions]

THE BELOW TERMS MAY BE ALTERED EVERY 90 DAYS UPON ELECTION OF THE LANDLORD.

- a. Use of Ryan's Place Park shall be limited from 10am-12pm on Mondays and 1pm-3pm on Wednesdays.

- b. The Boys and Girls Club may use the outdoor green space immediately surrounding the old school (excluding the softball field, Ryan's Place Park and the smaller park to the South of the old school building). This outdoor green space use will be limited to Tuesdays from 1pm-3pm, and Thursdays from 10am-12pm.

- c. With 1 week's advance notice, the Boys and Girls Club of Northern Utah agrees to alter their time at the park to accommodate city use. For example, if the Young Ambassadors need to use the park on a Monday, and 1 week's advance notice is provided, the Club will alter their schedule to accommodate city use.

- d. The maximum number of youth allowed to participate in Clubs' programs shall be limited to 120 individuals.



Sheila Lind <office@riverheights.org>

Old School Cultural Center in River Heights

1 message

Jason Thompson <jasonthompson@riverheights.org>
 To: Sheila Lind <office@riverheights.org>

Tue, Jun 21, 2022 at 7:48 PM

Sincerely,

Mayor Jason Thompson



----- Forwarded message -----

From: M R <april1spring@hotmail.com>
 Date: Mon, Jun 20, 2022 at 7:26 AM
 Subject: Old School Cultural Center in River Heights
 To: jasonthompson@riverheights.org <jasonthompson@riverheights.org>

Jason:

I sent this letter to Noel Cooley and I really would like you to also review it as I feel it is very relevant.

Thanks,

Mary Robinson

Hi Noel:

Unfortunately, I am a bit late in contacting you about the proposed use of the old school in River Heights as a cultural center. I am a senior now and I find myself forgetting things (my memory is not what it used to be) that need to be done as in contacting you. It is my sincere hope that my concerns will still be considered. I am dealing with Mast Cell Activation Disease and with this illness, my respiratory, sinuses, lungs, and kidneys are very compromised. Keeping my lungs and bronchial clear of congestion has become very difficult. With this disease, I have multiple chemical sensitivities (MCS) where I react to the outgassing of chemicals. One of the gases I am most sensitive to is petroleum distillates from the exhaust of vehicles passing in front of my home.

- Through my primary care physician, I had my blood tested for Industrial Toxicants. Levels on my 2-Hydroxyisobutyric acid (2HIB) are not to be above 200 (about 2 percent), but my levels were 5,656. This is a 56.60 percentile which is extremely serious. I do not mow the lawn or drive other than to get groceries once a week. I seldom drive main street, but travel 2nd East.

My exposure is coming from the exhaust from the traffic on 400 south which is terrible in the morning and the evening when people are going to work and traveling back home. I try to do my work later in the evening at 7 pm so that I am not breathing in the fumes which are terrible. Every morning and every evening my air purifier will go to the yellow or red levels once the traffic starts and then lower to the green level about one or two hours later. Many times I can taste the exhaust inside my home. My kidneys are functioning very poorly and I know the exhaust is a huge factor.

2-Hydroxyisobutyric acid (2HIB) is formed endogenously as a product of branched-chain amino acid degradation and ketogenesis. This compound is also the major metabolite of gasoline octane enhancers such as methyl tertiary-butyl ether (MTBE) and ethyl tertiary butyl ether (ETBE).

MTBE and ETBE are gasoline additives used to improve octane ratings. Exposure to these compounds is most likely due to groundwater contamination, inhalation or skin exposure to gasoline or its vapors, and exhaust fumes. MTBE has been demonstrated to cause hepatic, kidney, and central nervous system toxicity, peripheral neurotoxicity, and cancer in animals. Very high values have been reported in genetic disorders. Because the metabolites of these compounds are the same, ETBE may be similarly toxic.

Everyone on this block complains about the noise which is a constant and terrible problem, but no one is understanding what impact the exhaust it is having on our health. I can say with absolute sincerity that is affecting our health and we as a city need to seriously look at ways to reduce the levels. Having 60 vehicles idling their cars while they drop off and pick up children is a very, very bad situation. That exhaust will travel in a 3 block radius and it will be much worse during times of inversions and winter. If the proposal has gone through we as a city need to figure out a busing or van system to drop off and pick up the children, but it would be better would be to reconsider and not have the Boys and Girls Club here. Those driving the vans or buses need to make sure that they are not idling when the children are getting on or off.

I know the people living on 400 South really hate the noise of the traffic and there are real safety issues for the children from it. Also, I need to really stress that the pollution from the traffic is a terrible problem right now and is affecting our health. Having 60 vehicles traveling here twice a day is a very bad idea. I do not want a "Cultural Center" in the old school because of the traffic, noise, and pollution it will create.

With Sincerity,

Mary Robinson