

River Heights City

River Heights
City Council Agenda
Tuesday, November 4, 2025

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

Pledge of Allegiance

Adoption of Previous Minutes and Agenda

Mayor, Councilmembers, and Staff Reports

Public Comment

Executive Session to Discuss Pending Litigation

CAPSA Representative Dan Johnson - Domestic Violence Awareness Month

An Ordinance to Adopt a Senior Citizen Planned Unit Development Zone

Purchase Order for a New Office Computer

Approve Notice of Award for the Orchard Drive Stormwater Improvement Project

Logan City and River Heights Interlocal Agreement for Fire Protection

Adjourn

Posted this 30th day of October 2025

Sheila Lind
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

November 4, 2025

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5 Present: Mayor Blake Wright
6 Council members: Lana Hanover
7 Mark Malmstrom
8 Janet Mathews
9 Chris Milbank
10 Lance Pitcher
11
12 Public Works Director Clayton Nelson
13 Recorder Sheila Lind
14 Treasurer Michelle Jensen
15 Attorney Jon Jenkins
16
17 Others Present: Dan Johnson, Noel Cooley, Bryan and Brittny Cascio, Mike
18 and Ruthann Nelson, Shellie Giddings, Heather Lehnig
19
20
21 The following motions were made during the meeting:
22
23 Motion #1
24 Councilmember Mathews moved to "approve the minutes from October 7, 2025, and the
25 evening's agenda." Councilmember Milbank seconded the motion which passed with Hanover,
26 Malmstrom, Mathews, Milbank, and Pitcher in favor. No one opposed.
27
28 Motion #2
29 Councilmember Pitcher moved to "go into a closed session to address pending litigation."
30 Councilmember Malmstrom seconded the motion, which carried with Hanover, Malmstrom, Mathews,
31 Milbank, and Pitcher in favor. No one opposed.
32
33 Motion #3
34 Councilmember Malmstrom moved to "accept the settlement agreement." Councilmember
35 Mathews seconded the motion which carried with Hanover, Malmstrom, Mathews, Milbank, and Pitcher
36 in favor. No one opposed.
37
38 Motion #4
39 Councilmember Pitcher moved to "accept a purchase order for an office computer for the
40 recorder, a Microsoft Surface Pro 11 and keyboard in the amount of \$2,160.24." Councilmember Hanover
41 seconded the motion, which carried with Hanover, Malmstrom, Mathews, Milbank, and Pitcher in favor.
42 No one opposed.
43
44
45

46 Motion #5

47 Councilmember Pitcher moved to “approve a notice of award for the Orchard Drive Stormwater
48 Improvements Project in the amount of \$67,102.55 to Trueline Contractors, LLC.” Councilmember
49 Hanover seconded the motion, which carried with Hanover, Malmstrom, Mathews, Milbank, and Pitcher
50 in favor. No one opposed.

51

52 Motion #6

53 Councilmember Milbank moved to “approve the Logan City and River Heights Interlocal
54 Agreement for Fire Protection.” Councilmember Malmstrom seconded the motion, which carried with
55 Hanover, Malmstrom Mathews, Milbank, and Pitcher in favor. No one opposed.

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58 Proceedings of the Meeting:

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60 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the
61 River Heights City Building on Tuesday, November 4, 2025, for their regular council meeting. The meeting
62 began at 6:38pm.

63 Pledge of Allegiance

64 Adoption of Previous Minutes and the Evening’s Agenda: Minutes for the October 7, 2025 meeting
65 were reviewed.

66 **Councilmember Mathews moved to “approve the minutes from October 7, 2025, and the
67 evening’s agenda.” Councilmember Milbank seconded the motion which passed with Hanover,
68 Malmstrom, Mathews, Milbank, and Pitcher in favor. No one opposed.**

69 Mayor and Staff Reports:

70 Recorder Lind

- 71 • She thanked the council and staff for doing their KnowBe4 trainings.

72 Councilmember Hanover

- 73 • She explained that there was currently a push by County Executive George Daines to defund the
74 County Library. She had heard from residents who were opposed to this. Logan Mayor Hollie
75 Daines was in favor of the defunding. She said Logan City residents fund the Logan Library with
76 their taxes, but they were also funding the Cache County Library with their taxes to the county.
77 Ms. Hanover encouraged citizens to contact County Executive Daines to give their opinion. She
78 said the county was looking at how they could cut their budget and the library was on their list of
79 possibilities. Discussions were held on other cities libraries in the valley and the cost for non-
80 residents to get a library card.

81 Councilmember Pitcher

- 82 • He reported that Horrocks Engineers had finally finished the city’s transportation study. Jacob
83 Ames had sent him a copy which he would make available to the Council for their review before
84 the November 18 meeting.

85 Mayor Wright

- 86 • Waste Management had increased their garbage rates and want to extend their contract to 2033.
87 He had some reservations about that and planned to discuss them with the consortium.
- 88 • He had a verbal agreement with Cache County School District to pay back rent for the audiologist
89 who has been in the old school since the city took over the building. They will also begin making
90 monthly payments.

- He reported that the city was not approved for the COG funding the city had applied for in the amount of \$400,000 for 600 South improvements. They will try again.

Councilmember Milbank

- He discussed the \$40,000 grant the city was awarded by UDOT for the transportation study and asked if UDOT was going to pay the city or Horrocks. Treasurer Jensen said the city had been making payments to Horrocks and had been holding the last payment until the plan was received. The council discussed their frustration with Horrocks - the length of time they took to do the study and the value of what they received from them. It was basically the same information the city presented to them at the beginning of the project.

Treasurer Jensen

- She attended two training courses in the last month. At the Caselle training she was informed that they were bought out by another company. She also attended a weeklong treasurers' conference. She felt both were worthwhile and informative.

PWD Nelson

- He explained that the purchase order for meters (approved at the last council meeting) had been split into two to allow them to get meters from one company and the electronic heads from a different company. The total cost was the same as they had previously approved.

CAPSA Representative Dan Johnson - Domestic Violence Awareness Month: Mr. Johnson thanked

the council and mayor for their contributions for the sake of others. He informed that River Heights had the least amount of domestic violence than any other city CAPSA served. He explained that they serve battered persons who need a safe place. He gave some statistics: 1 in 3 women and 1 in 7 men will be abused at some time in their lives. CAPSA wanted to spread awareness. They also ask for donations of money, time, efforts, etc. They were expanding their services to Garland and up to Preston. They offered free services to victims.

Public Comment: Shellie Giddings stated that the county budgeted \$230,000 for the county library and there were 4,015 people who used it. She said she liked to make decisions based on numbers. She had done her own research at the new Stewart Hill Park in August. She went 62 times to document the number of people using the park. She went at random times of the day and for different lengths of time. She only saw people in the park on nine of her 63 visits with the total number of people she saw being 20 in the park. River Heights had 2028 residents, which meant .09% of residents were using the park. She asked that the Council not spend any more money on the park. She informed that eleven other individuals had been going randomly to the park and hadn't seen people there either. She said the city didn't have any money left because they spent it all on the park.

Closed Session to Discuss Pending Litigation:

Councilmember Pitcher moved to “go into a closed session to address pending litigation.”

Councilmember Malmstrom seconded the motion, which carried with Hanover, Malmstrom, Mathews, Milbank, and Pitcher in favor. No one opposed.

The Council moved into a closed session at 7:03 p.m. and moved back into the open meeting at 7:14 p.m.

Councilmember Malmstrom moved to "accept the settlement agreement." Councilmember Mathews seconded the motion which carried with Hanover, Malmstrom, Mathews, Milbank, and Pitcher in favor. No one opposed.

An Ordinance to Adopt a Senior Citizen Planned Unit Development Zone: Commissioner Cooley
was asked to review the ordinance draft.

135 Councilmember Hanover pointed out a spot where she felt a word was missing in 10-10-3:A.4. The
136 word 'similar' was inserted in front of 'uses.'

137 Mayor Wright pointed out that the land use section of the code would need to be updated.
138 Commissioner Cooley said it would be coming next.

139 Councilmember Mathews asked if the PUD homes would be restricted to no rentals. Mr. Cooley
140 said the code didn't stipulate any restrictions about rentals.

141 Councilmember Hanover asked if trails and biking paths shall be maintained. He said 'yes.'

142 Councilmember Mathews asked for clarification on duplex designs. Mr. Cooley explained that a
143 duplex is two connected units on one lot of record and a single-family attached is one building (with two
144 dwellings) divided on two lots.

145 Commissioner Cooley stated that with this ordinance, the Council and Commission would each
146 have an opportunity to see the projected developments before an application was accepted.

147 Councilmember Pitcher asked the reason for a maximum lot size. Mr. Cooley responded that if a
148 developer wanted larger lots, he would apply for a regular subdivision. He disclosed that they hadn't
149 heard of any developers wanting to bring a SCPUD to River Heights. The Commission felt they wanted it
150 on the books just in case.

151 PWD Nelson asked if the roads would be deeded to the city. Mr. Cooley informed that the SCPUD
152 ordinance would give an opportunity for the developer to come up with a plan that worked best for them
153 and the city. There was some give in the ordinance. Mr. Nelson pointed out that 10-10-9:D.4. stated the
154 roads *will* be deeded to the city, which caused him some hesitation. He noted that PUDs tended to make
155 their roads in weird formations which would end up being tricky for city maintenance. Mayor Wright
156 suggested, if the developer wanted a narrower road, giving allowance to fit another lot or two, then it
157 wouldn't be deeded to the city. It was decided that the city wanted an option, depending on the
158 development design.

159 Commissioner Cooley stated that the city attorney had reviewed and given his approval on the
160 draft. He hadn't been able to get the engineer to give his opinion yet.

161 Mayor Wright asked Commissioner Cooley to revise the roadway section to reflect their
162 discussion. A follow-up discussion would be scheduled for the Council's November 18 meeting, along with
163 the sign ordinance and other minor ordinance changes passed on from the Commission.

164 Purchase Order for a New Office Computer: It was explained that the current office computer
165 didn't have enough memory to update to Windows 11 and Windows 10 was no longer supported. PWD
166 Nelson and Treasurer Jensen said their computers were just as old and would need replaced before too
167 long. Mr. Nelson said he may need to get an Apple so he could run the county's GIS system.

168 **Councilmember Pitcher moved to "accept a purchase order for an office computer for the**
169 **recorder, a Microsoft Surface Pro 11 and keyboard in the amount of \$2,160.24."** Councilmember
170 **Hanover seconded the motion, which carried with Hanover, Malmstrom, Mathews, Milbank, and**
171 **Pitcher in favor. No one opposed.**

172 Approve Notice of Award for the Orchard Drive Stormwater Improvement Project: Mayor
173 Wright informed that they had received eight bids. Trueline was recommended by the City Engineer and
174 supported by PWD Nelson.

175 PWD Nelson was asked to explain the reason for the project. He said there had always been a low
176 spot on Orchard Drive with a pipe through a vacant lot that led the stormwater to the Saddlerock area.
177 After the development went in that system was disrupted. Now that there was a home built on the
178 Orchard Drive lot the city needed to reroute the water to 1000 East where it would join the city's
179 stormwater collection system. Councilmember Milbank asked why this problem fell to the city rather than

180 the homeowner. PWD Nelson said it should have been rerouted when Saddlerock was developed but it
181 was overlooked.

182 **Councilmember Pitcher moved to “approve a notice of award for the Orchard Drive Stormwater**
183 **Improvements Project in the amount of \$67,102.55 to Trueline Contractors, LLC.” Councilmember**
184 **Hanover seconded the motion, which carried with Hanover, Malmstrom Mathews, Milbank, and Pitcher**
185 **in favor. No one opposed.**

186 Logan City and River Heights Interlocal Agreement for Fire Protection: Mayor Wright explained
187 that the city attorney had reviewed the contract and it looked good to him. The mayor said he compared
188 the new agreement with the prior one. He noted the changes but didn’t see any issues with them. One of
189 the changes was the continual 3% yearly increase. Councilmember Milbank noted that all costs increase,
190 therefore the city was justified in raising property taxes.

191 Councilmember Malmstrom asked who the designated person was. Mayor Wright said it was the
192 mayor who would coordinate with Logan City.

193 **Councilmember Milbank moved to “approve the Logan City and River Heights Interlocal**
194 **Agreement for Fire Protection.” Councilmember Malmstrom seconded the motion, which carried with**
195 **Hanover, Malmstrom, Mathews, Milbank, and Pitcher in favor. No one opposed.**

196 The meeting adjourned at 8:00 p.m.

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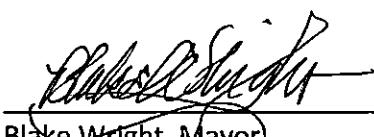
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Blake Wright, Mayor



Sheila Lind, Recorder

Date	Time	# of people utilizing park	Notes				
8/22/25	8:30 AM	1	1 person walking. Left at 8:44				
	9:20	0					
	12:20	1	walking dog off leash				
	6:40 PM	0					
8/23/25	10:00	0					
	1:25 PM	0					
8/24/25	10:19am-10:35am	0					
	3:40 PM	2	walking dog. Left at 3:52pm				
8/27/25	9:50 AM	0					
	4:14pm-4:30pm	0					
8/30/25	3:50 PM	0					
8/31/25	11:45am-12:00pm	0					
9/1/25	11:49 AM	0					
	5:50 PM	0					
9/2/25	9:38 AM	1					
	3:40 PM	0					
9/4/25	11:30 AM	0					
	1:35pm-1:50pm	0					
9/5/25	10:10am-10:30am	0					
	7:25 PM	0					
9/9/25	12:35 - 1:05	0					
	7:45pm-8:15pm	0					
9/11/25	7:30 AM	0					
	3:30 PM	0					
9/12/25	7:10am - 7:45	0					
	9:50 AM	0					
	5:15 PM	0					
9/15/25	3:05pm-3:35pm	3	at 3:18 2 people walked through the park from west side to east side. At 3:26 a student walked through from the east side to the west.				
	8:10 PM	0					
9/18/25	7:00am-7:30am	0					
9/20/25	8:00 AM	0					
	6:25 PM	0					
9/23/25	11:45 AM	0					
	4:38 PM	0					
9/29/25	12:20 PM	1	walking dog				
	2:20 PM	0					
	7:30-8:00pm	0					
10/1/25	6:30am-7:00am	0					
	1:30 PM	0					
10/5/25	8:30 AM	0					
	11:40am-12:00pm	0					
10/8/25	12:20-12:40pm	0					
	3:30 PM	0					
10/12/25	3:15 PM	0					
10/13/25	8:15 AM	0					

	5:50 PM	6	2 adults, 4 kids, pulling weeds.				
10/14/25	11:30 AM	0					
	6:45 PM	0					
10/17/25	7:00am-7:15am	0					
	1:00 PM	0					
	5:55 PM	0					
10/20/25	1:20-2:30pm	0					
10/21/25	12:48 PM	0					
	7:25 PM	0					
10/24/25	7:20am-7:45am	0					
	4:30 PM	0					
10/28/25	11:37 AM	2	1 person was leaving but I counted them				
10/29/25	12:00-12:45pm	4	12:00-12:10-mom with 2 small children pulling on plants. 12:29-1 person ran in from west side around park once. Exited west side at 12:33.				
11/1/25	9:45am	0					
	5:29 PM	5	appeared to be Dad, mom and 3 kids with a dog. 2 young kids had motorized bikes tearing around the grass.				
11/3/25	2:00 PM	0					

Ordinance 6-2025

AN ORDINANCE TO ADOPT A SENIOR CITIZEN PLANNED UNIT DEVELOPMENT ZONE

The River Heights City Planning Commission held a duly noticed public hearing on Tuesday, October 14, 2025, after which, the River Heights City Council adopted the following River Heights City Code.

CHAPTER 10

SENIOR CITIZEN PLANNED UNIT DEVELOPMENT ZONE

SECTION:

- 10-10-1: Intent
- 10-10-2: Definition
- 10-10-3: Regulations
- 10-10-4: Procedure
- 10-10-5: Requirements
- 10-10-6: Open Space
- 10-10-7: In Lieu Substitutions for Open Space Requirements
- 10-10-8: Development Agreement
- 10-10-9: Water, Sewer and Road Requirements
- 10-10-10: Failure to Comply with Regulations

10-10-1: INTENT

The Senior Citizen Housing Planned Unit Development (SCPUD) intent is to encourage efficient utilization of land that is suitable in size, location, and character, to develop a sense of community, and to ensure compatibility within the surrounding neighborhoods and environment. The intent of this SCPUD is to provide adequate accommodation for senior citizens, where the lifestyles is less burdensome and more convenient for residents to perform daily activities. These provisions are intended to create more attractive and desirable environments within River Heights City while ensuring compliance with the intent, objectives and purposes of this title and the city's general plan.

10-10-2: DEFINITION

Independent senior housing" refers to a multi-unit housing development that is restricted to older adults, usually age fifty-five (55 and over, and shall be defined as housing for the elderly as per federal housing guideline. Included are permitted types of development: Single-family retirement community resident ownership of attached, detached or duplex single-family homes, having amenities but few or no services.

10-10-3: REGULATIONS

A. The following uses are permitted in the SCPUD zone:

1. Single-family detached (SFD) housing
2. Single-family duplex housing
3. Single-family attached housing
4. This PUD zone is not intended for assisted living, nursing homes, hospitals, clinics, healthcare centers, or *uses*.
Assisted living
5. Parks and Recreation

B. Senior citizen Housing Occupancy.

1. At least eighty percent (80%) of the units shall have one (1) resident who is at least fifty-five (55) years of age or older. (Ref 42 USC 3607 (b)(2)(c)).
2. No more than two (2) persons may occupy each dwelling unit unless all such persons are a family and are related by blood, marriage, or adoption, and then no more than four (4) such persons may occupy each dwelling unit. Of those so related, no more than two (2) of those persons may be children of one (1) or both of the other said persons. This restriction is to be understood to limit the occupancy of each home to four (4) persons
3. A person shall be deemed a resident for purposes of this section upon residing within the development for a period of fourteen (14) days in any thirty (30) day period. Renters are considered to be residents and are subject to these same restrictions
4. Signage. A sign specifying that the PUD is for senior citizens (i.e., age restricted) shall be posted in a visible area. The sign shall be the responsibility of the homeowner's association (HOA).

C. All buildings shall be limited in height to the appearance of one (1) story above grade

D. Lot Regulations

Minimum/Maximum Project Size	3.5 – 6 acres
Maximum Density	4.6 dwelling units per gross acre
Maximum Structure Height	35 feet
Off-Street Parking	
Single-Family Detached	4 per dwelling unit
Single-Family Attached	2 per dwelling unit + 0.5 guest/unit
Duplex	2 per dwelling unit + 0.5 guest/unit

The following regulations apply when a building is to be sold with property immediately adjacent to the building footprint, i.e., front, side, and rear yards.

Minimum Lot Area	
Single-Family Detached	6,000 sq ft
Single-Family Attached (street garage access)	10,000 sq ft
Duplex	10,000 sq ft
Minimum Lot Width	
Single-Family Detached	60 feet
Single-Family Attached (street garage access)	53 feet
Duplex	105 feet
Setbacks	
Front Yard (street garage access)	20 feet minimum
Rear Yard (street garage access)	15 feet minimum
Side Yard (single family detached, attached, duplex)	7.5 feet minimum
Side Yard on a Street	15 feet minimum adjacent to street

10-10-4: PROCEDURE

- A. Prior to the rezone request the applicant shall provide a site plan. Site plans for senior housing development PUD shall be reviewed for approval by the planning commission and the city council. Upon prior recommendation of the planning commission, the city council may set other reasonable conditions for any development which it feels will further the intent of this article.
- B. Once the zoning change has been approved, the applicant may then apply for a subdivision plat as described in Title 11, Chapter 4 (Review and Plat Requirements) of this code. (6-2024, 11-19-24)
- C. If the final plat of a SCPUD is not recorded within nine (9) months following approval of the development, the approval is void and the applicant must begin the application, review, and approval procedures over.

10-10-5: REQUIREMENTS

SCPUD applications shall generally follow the preliminary plat submittal requirements contained in Title 11-4, with additional requirements as follows:

- A. In addition to items required for the site analysis (11-4-1:C.3), the applicant shall provide a written statement that describes the impact the development will have on natural features of the area. Include any measures taken to mitigate negative conditions that occur as a result of the project. (1-2024, 2-20-24)
- B. In addition to items required for the preliminary plat submission (11-4-2 B.), the applicant shall include dimensions and locations of areas to be reserved for vehicular and pedestrian circulation, proposed parking, ingress, and egress. Proposed circulation patterns including private driveways, public streets, and

pedestrian and bicycle paths shall also be included. Description and placement of fences, walls and solid waste enclosures shall be shown.

- C. The final plat submittal shall include fully designed and engineered drawings for the site plan, architectural plans, landscape plan and parking plan, with these plans meeting all the requirements outlined herein and which may be added as a condition of the sketch plan (conceptual) or preliminary plat approval. This is in addition to any plat and construction drawings which are required as part of the subdivision of property described in Title 11, Chapter 4.
- D. The applicant's engineer shall prepare, as part of the construction documents, an estimate of the cost of construction for all the public improvements. The city engineer shall review the estimate of the cost of construction for the purpose of determining the amount required as security of performance. The security of performance required is to assure the city that all improvements are constructed in conformance with all relevant city ordinances, regulations, and standards, and to assure the city that all expenses incurred for labor and materials used in the construction of the same are paid for by the applicant. The amount of the security of performance shall be equal to at least one and one-half (1-1/2) times the reasonable value of the improvements required, as determined by the applicant's engineer, and approved by the city engineer. The security of performance will be placed in an escrow account. The city may hold five percent (5%) of the security of performance provided by the subdivider until one year following the final inspection by the city engineer, or for such other period of time less than one year as the city deems necessary to ensure compliance as set forth in this Chapter and Title 11.
- E. The city shall require the applicant to submit for recording covenants, conditions and restrictions which will provide adequate guarantees for the permanent retention and maintenance of open space area, landscaping, natural features, private streets, other privately owned infrastructure, and architectural design standards. The covenants, conditions and restrictions shall include, at a minimum, provisions for:
 - 1. The establishment of a perpetual, irrevocable homeowners' association;
 - 2. A notice to subsequent owners of the need to obtain city approval of changes to the SCPUD, which may require either an amendment to the final development plan or a conditional use permit;
 - 3. A provision granting the city the consent of the homeowners' association and each of its members, after providing notice to each property owner and holding a public hearing, to create a special assessment area comprised of all homes and lots within the SCPUD, to finance the cost of reasonably necessary maintenance, repair, or replacement of commonly owned essential public infrastructure such as streets, sidewalks, street lighting, water systems, etc., in the event of dissolution or default by the homeowners' association;

4. A provision defining "default" by the homeowners' association which shall include, at minimum, the failure of the homeowners' association, after receiving six (6) months' notice of default from the city, to take reasonable steps to remedy its failure to levy, collect and budget assessments sufficient to provide for reasonably necessary maintenance, repair or replacement of commonly owned essential public infrastructure which has become unsafe, unsound or functionally obsolete as determined by the city engineer.

F. Modifications and Conditions May be Imposed. The planning commission and city council may impose modifications and conditions including, but not limited to, street capacities of the area, ingress and egress to adjoining streets, internal traffic, signs, lighting, building bulk, architectural style and location, and open space characteristics, as stated in the River Heights Subdivision Ordinance.

G. The development must be planned as one coordinated land use rather than as an aggregation of individual and unrelated buildings and uses.

H. Architectural Design Standards (for all housing except single-family detached)

1. All new buildings must incorporate a defined architectural style recognized by design professionals as having basis in classical, historical, or academic architectural design styles. The following elements shall be incorporated into the design of each building.

Exterior Materials. Buildings within a development shall have a mix of complementary exterior materials to avoid all buildings looking the same. Either the city council will appoint a design review committee, or the planning commission and city council will approve all exterior building materials and building elevations.

 - a. Roofs. Pitched roofs are encouraged.
 - b. Garages
 - (1) Each single-family detached unit, single-family duplex unit and single-family attached unit is required to have a minimum two-car garage which shall be attached to the main structure and shall be of the same or complimentary architectural materials as the primary residence.

2. Porches, Decks and Overhangs. To provide architectural variety to the development, the use of covered porches, decks and overhangs is encouraged. Such porches, decks and overhangs shall be integrated into the design of the structure to avoid the appearance of "add-on" elements.

I. Landscape Plan

 1. Landscaping requirements shall comply with Title 10, Chapter 15

(Landscaping). Variations may be approved by the Planning Commission.

2. Irrigation Plan. A detailed irrigation plan shall be drawn at the same scale as the planting plan and shall contain the following information:

- (1) Layout of the irrigation system and a legend summarizing the type and size of all components of the system, including the point of connection components, backflow preventer, meter, etc.;
- (2) Static water pressure in pounds per square inch (psi) at the point of connection to the public water supply;
- (3) Flow rate in gallons per minute and design operating pressure in psi for each valve and precipitation rate in inches per hour for each valve with sprinklers; and
- (4) Installation details for irrigation components.

- b. Landscape Grading Plan. In addition to grading plans required by the subdivision ordinance, a landscape grading plan shall be drawn at the same scale as the planting plan and shall contain the following information:

- (1) Property lines and street names, existing and proposed buildings, walls, fences, utilities, paved areas, and other site improvements;
- (2) Existing and finished contour lines and spot elevations as necessary to illustrate proposed landscape forms and related site improvements;
- (3) Grades shall slope away from the structures as required by the International Building Code.

J. Landscaping Standards

1. Landscaping requirements Landscaping requirements shall comply with Title 10, Chapter 15 (Landscaping). Variation may be approved by the Planning Commission All required landscaping shall be installed prior to the city issuing any certificate(s) of occupancy for structures in the development, unless seasonal conditions make installation unfeasible, in which case the applicant shall provide cash security or its approved alternative for all landscaping, which landscaping shall be installed by the following May 31st. The cash security or approved alternative is in addition to the security of performance for the overall development.

K. Miscellaneous Site Development Standards

Walkways and Paths. Each development shall include common area pedestrian-friendly walkways and paths. Where possible, such walkways and paths shall connect to a larger trail system. The general location and design of such walkways and paths shall be presented as part of the

preliminary site plan. The construction type, size and exact location shall be part of the final development of each phase. All walkways and paths shall be provided with adequate safety lighting.

1. **Fixtures and Appurtenances.** The type and location of any fixtures or appurtenances (lighting, benches, bike racks, etc.) shall be submitted as part of the final development plan of each phase and shall be approved by the city.
2. **Public Infrastructure.** All public infrastructure improvements shall be constructed according to the River Heights City design standards and specifications.
3. **Lighting.** To maintain the residential character and to shield the lighting from shining on to another residence or lot, all lighting within a development governed by these Standards shall be Dark Sky compliant and comply with the Outdoor Lighting Ordinance, Title 9, Chapter 3.
4. **Signage.** All signage shall comply with the River Heights City sign ordinance.
5. **Fences.** The SCPUD development shall be enclosed with a six (6) ft. fence. Style and color shall be submitted and approved by the planning commission.

10-10-6: OPEN SPACE

- A. SCPUDs shall provide a minimum open area ("required open space"). Required open space shall be land areas that are not occupied by buildings, structures, parking areas (including private driveways), streets or alleys. Said required open space shall be devoted to landscaping, preservation of natural features, open pavilions, and recreational areas. Required open space areas shall be contiguous, not a collection of remnants, nor the area immediately surrounding housing units ("common area").
- B. The required open space requirement for a SCPUD is twenty percent (20%) of the gross acreage of the development.
- C. The required open space should be large enough for the use of all residents of the development or the general public, if deeded to the city. Such spaces should include improvements such as playgrounds, pathways, pavilions, play courts, and areas of significant native vegetation. Specific improvements shall be approved by the city.
- D. Areas with natural features worthy of preservation, which are on the development property and not buildable, shall be preserved and may be considered part of the required open space calculation if contiguous to the rest of the development's required open space.
- E. Trails are required in SCPUDs. Location of trails shall conform to the city's

Trail and Park Master Plan and the Cache County Trail Master Plan.

F. Type of Ownership Allowed for Required Open Space

1. General. Required Open Space in the SCPUD zone shall remain undivided and may be owned and managed by a homeowners' association at the election of the city. The city reserves the option to own and maintain the required open space but is not required to do so. If the city allows a homeowners' association to own and manage the required open space, a narrative describing ownership, use and maintenance responsibilities shall be submitted for all common and public improvements, and utilities of the required open space. If, at any time, the ownership of required open space is changed to another form of ownership allowed herein, the ownership change must be approved by the city and the city must be provided the first right to accept or acquire the required open space.
2. Ownership Standards. Required open space within a development shall be owned, administered, and maintained by any of the following methods, either individually or in combination, and subject to approval by the city.
 - a. Offer of Dedication: The city shall have the first and last offer of dedication of required open space. Dedication shall take the form of a fee simple ownership. The city may, but shall not be required to, accept required open space.
 - b. Homeowners' Association (HOA). The required open space and associated facilities as well as lands immediately surrounding housing units or buildings (known as "common area") shall be held in common ownership by a homeowners' association.
 - (1) The applicant of the subdivision shall provide documentation showing a proforma, articles of organization and by-laws of the intended HOA, prior to the formation of the HOA.
 - (2) The applicant of the subdivision shall endow the newly formed HOA with funds equivalent to ten percent (10%) of the development cost for all common improvements which shall be used by the HOA to operate, maintain, and ensure the HOA for the first year that the association begins to operate independently of the applicant. Funds shall be deposited in the checking account in the name of the HOA within ten (10) days after the day which the HOA begins to operate independently of the applicant.
 - (3) The HOA shall be responsible for maintenance of insurance and taxes, enforceable by liens placed by the city.
 - (4) In the event of a proposed transfer of required open space by the HOA to the city, notice of such action shall be given to all property owners within the development.
 - (5) All improvements to the required open space held in common or

intended to be held in common by the HOA shall be approved by the city, installed, completed, and accepted prior to the beginning of the second phase of construction, or if the project is not phased, prior to sale of all lots. If phasing of the improvements to the required open space is required by the applicant, all incomplete improvements for the required open space shall be secured through a security of performance posted by the applicant. A development plan shall be submitted by the applicant that identifies the timeline and completion of amenities. The city engineer is hereby authorized to set the security of performance in an amount that ensures the completion of said amenities.

- c. The HOA shall have or hire adequate staff to administer common facilities and properly and continually maintain the required open space.

3. Maintenance Standards

- a. The owner of the required open space shall be responsible for maintenance and the raising of all monies required for operations, maintenance, and physical improvements to the required open space through annual dues, special assessments, etc. The maintenance organization shall be authorized, under its bylaws, to place liens on the property of residents who fall delinquent in payment of such dues, assessments, etc.
- b. In the event the maintenance organization, or any successor organization, shall, at any time after establishment of a development containing required open space, fail to maintain the required open space in reasonable order and condition in accordance with the development plan, the city may serve written notice upon the owner of record, setting forth the manner in which the owner of record has failed to maintain the required open space in reasonable condition.
- c. Failure to adequately maintain the required open space in reasonable order and condition constitutes a violation of this title. The city is hereby authorized to give notice, by personal delivery or by United States postal service, to the owner or occupant, as the case may be, of any violation, directing the owner to remedy the same. Further, the city shall be authorized to correct the maintenance violation of the required open space and bill the owner or occupant.
- d. Should any city bill for maintenance of the required open space be unpaid by January 1 of each year, a lien shall be filed against the premises in the same manner as other municipal claims. A late fee of fifteen percent (15%) annually shall be added to such bills, and the city shall be entitled to recover any costs and attorney fees incurred collecting or recovering any such amounts due to the city.
- e. The following shall be fulfilled and shall be recorded on the face of the

final plat:

"If, at any time, the ownership of required open space is changed to another form of ownership allowed by River Heights City in its Residential Planned Unit Development ordinance, the ownership change must be approved by the city and the city must be provided the first right to accept or acquire the required open space."

10-10-7: IN LIEU SUBSTITUTIONS FOR OPEN SPACE REQUIREMENTS

- A. **Cash in Lieu.** The city may, at its sole discretion, accept cash in lieu of open space or amenity requirements where such funds can be more effectively used to acquire land at a more appropriate or significant location consistent with the general plan and the parks and recreation master plan. Cash in lieu payments shall not be accepted until a qualified appraisal is provided by the city, at the cost of the applicant, identifying the value of the original land for which the in-lieu substitution is proposed, based on the use that will be permitted if the open space requirement is removed, and for which cash in lieu shall be offered.
- B. **Approval Required Prior to Recordation.** Recordation of a final plat for a SCPUD utilizing a cash in-lieu substitution may not occur until the in-lieu substitution is approved and finalized.

10-10-8: DEVELOPMENT AGREEMENT

The applicant and the city shall enter into a development agreement, approved by the city attorney, that includes the following:

- A. The applicant shall construct and complete the project in accordance with the approved plans and in accordance with city ordinances. The terms of the contract shall be binding upon all successors of the SCPUD.
- B. A clause stating that if the final plat is not recorded with nine (9) months following approval of the development, said development approval is void and the applicant must begin the application, review and approval procedures over again.
- C. Acknowledgment that the landscape documentation package shall be provided to the city, approved, and installed as part of the project before occupancy permits are issued. Also include a description of the landscaping cash security or approved alternative, if required.
- D. Acknowledgement of provisions required in 10-10-4 G. of this chapter including:
 1. Establishment of a perpetual, irrevocable homeowner's association (HOA) prior to any occupancy permits are issued. The owner/applicant shall constitute a pseudo-HOA until sufficient occupants are available to

establish an association according to covenants, conditions, and restrictions.

2. The applicant will provide to the city, covenants, conditions, and restrictions (CC&Rs) of the HOA, including its bylaws, articles of incorporation and methods for permanent retention and maintenance of required open space and common areas, landscaping, natural features, private streets, other privately-owned infrastructure and that architectural design standards will be followed. The CC&Rs shall be reviewed and approved in content and form by the city. Acceptance of the CC&Rs by the city will be contingent upon meeting the intent and conditions required by this code. The CC&Rs will be approved by the city prior to recording the final plat. The CC&Rs will be recorded by the city attorney at the county recorder's office at the time of the filing of the final plat.
3. A notice to subsequent owners of the need to obtain city approval of changes to the SCPUD, which may require either an amendment to the final development plan or a conditional use permit.
4. Acknowledgement that a special assessment area will be created to finance the cost of reasonably necessary maintenance, repair or replacement of commonly owned essential public infrastructure in the event of dissolution or default by the HOA.
5. A provision defining "default" by the HOA.

E. Acknowledgement that the HOA shall be organized by the applicant and be operated with financial subsidization by the applicant, before the sale of any lots within the development.

F. Acknowledgement that membership in the HOA is automatic (mandatory) for all purchasers of residences or lots therein and their successors. The conditions and timing of transferring control of the association from applicant to homeowners shall be identified in the CC&Rs.

G. Acknowledgement that the HOA shall be responsible for the following:

1. Maintenance of all secondary water systems in the SCPUD.
2. Maintenance of grounds, plants, trees, shrubs, sod, etc. in accordance with the landscaping plan.
3. Maintenance of private streets, parking lots, sidewalks, playgrounds and other items described in the CC&Rs.

H. Acknowledgement that city utility billings, and any other city-issued billings, will be paid by residents of individual units or the HOA for the required open space and common areas, as designated by the CC&R declaration of management policies, covenants and restrictions setting forth the responsibilities and duties of the owners, renters, or occupants within the SCPUD.

- I. Acknowledgement that all applicable fees will be charged by the city in accordance with a fee schedule set by the city council.
- J. A description of the required security of performance.
- K. Details of the development plan identifying the timeline and completion of required open space amenities. Information regarding the security of performance set by the city engineer ensuring the completion of said amenities shall also be included.
- L. Other documents that the city deems necessary to carry out the intent of this title.

10-10-9: WATER, SEWER AND ROAD REQUIREMENTS

The design and construction of improvements in a SCPUD shall comply with the design standards in Title 11, Chapter 6 as well as the following.

A. Water Systems

- 1. Culinary Water System
 - a. All water lines shall be located, maintained, repaired, and governed by approved CC&Rs from the service side of the meter to the shutoff valve in the dwelling unit.
- 2. Sprinkler System for Outside Irrigation or open space
 - a. The outdoor sprinkler system shall be approved by the city.
 - b. Each system shall be serviced by a separate meter.
 - c. Each system shall be serviced by an approved backflow prevention assembly designed for sprinkler systems.
 - d. Each backflow protection unit shall be registered with the city and have a certified test submitted to the city annually prior to the start of the irrigation season.
 - e. Each sprinkler system shall be sized in accordance with the adopted plumbing code.
 - f. Sprinkler systems that have the option of being connected to a non-potable water supply must be approved by the city.
- 3. Storm Water System
 - a. Storm water systems shall meet the requirements of the subdivision ordinance, and city and state standards.

- b. The HOA shall be responsible for repairs and maintenance of all privately-owned storm water infrastructure.

B. Sewer Systems

1. A sewer system will be installed to service a SCPUD in accordance with city standards.
2. No SCPUD shall be approved without connecting to the River Heights City public sewer system. All units must be connected to the system.
3. The SCPUD shall comply with the city sewer ordinance.

C. Monthly Billing for Services

1. Monthly Billing for Utilities and Other Services.
 - a. Each dwelling unit will be billed by the city at the established rates.
 - b. Any structure other than a dwelling unit, as well as common areas and required open space, will be billed to the HOA at established rates.
 - c. Fees for the outdoor sprinkler systems of common area and required open space areas will be billed to and paid by the HOA.
 - d. Each dwelling unit will have a solid waste container and will be billed at established rates. Dumpsters or large solid waste containers shall be provided for required open space areas and will be billed at established rates.
2. Monthly Billing for Storm Water. Storm water fees will be based on the current rate schedule and will be included on the monthly utility billing to each dwelling unit or the HOA where applicable.

D. Right-of-Way (ROW): Public and Private

1. All ROWs will be designed and constructed in accordance with city specifications.
2. A SCPUD must provide for pedestrian traffic, either in connection with the ROW or in another suitable location within the SCPUD.
3. A SCPUD must plan for storm water generated by ROWs.
4. Public ROW. Main roads (minor and local streets) will be installed by the applicant at the applicant's expense and deeded to the city.

10-10-10: FAILURE TO COMPLY WITH REGULATIONS

In case of failure or neglect to comply with any and all conditions as established by

law and the supporting documents of the SCPUD, the city, in addition to other available remedies, may refuse to issue additional building permits and stop construction until violations or noncompliant conditions have been eliminated.

Adopted and effective this 4th day of November 2025.

Blake Wright, Mayor

Attest:

Sheila Lind, Recorder

PURCHASE ORDER

River Heights City Corporation 520 South 500 East River Heights, Utah 84321 (435) 752-2646			Office Use - Purchase Order No: <hr/> Office Use - Purchase Order Date: <hr/>		
			Ship To: <hr/>	Clayten Nelson 520 South 500 East River Heights, Utah 84321 435-213-6948	
Vendor: <u>AltTech</u> <hr/> <hr/>			statecontracts.ut.gov Above state website has been checked: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Vendor Contact, Phone, Email: <hr/>			Is an official P.O. Required by Vendor: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please attach any supporting quotes or data to this requisition. Requesting Council Member: _____		
Item	Quantity	GL #	Description	Unit Price	Total
	1		Microsoft Surface Pro 11 Copilot 13"		\$ 1971.75
	1		Surface Pro Keyboard		188.49
Vendor Please include P.O. # on all invoices				Subtotal	\$ - - -
River Heights City Corporation Tax I.D. No. 87-028929-7				Shipping/Other	\$ - - -
				TOTAL	\$ 2160.24 - - -
<u>Mayor Signature/Council Mtg. Approval</u>				<u>Date</u> _____	
<u>Treasurer Processed Signature</u>				<u>Date</u> _____	



Alltech
PO Box 72
Richmond, Ut 84333
4355573232
Email: billing@askalltech.com

Date
10/30/2025

Bill To
RIVER HEIGHTS CITY 520 South 500 East River Heights, UT 84321 United States

Invoice Number: PREVIEW

Invoice Date: October 2025

Payment Terms: Due upon receipt

Date	Item Description	Type	Billable Hours	Quantity	Rate/Cost	Billable Amount
10/30/2025	Cost Name: Surface Pro 11 T20250911.0057 Shelia Lind - PC Frozen River Heights - 2024-25 Monthly Contract Cost Description: Surface Pro 11 Microsoft Surface Pro 11 Copilot 13" vPro - 16 GB - 512 GB SSD - Windows 11 Pro	Ticket Charge		1.00	1,971.75	1,971.75
10/30/2025	Cost Name: Surface Pro Keyboard T20250911.0057 Shelia Lind - PC Frozen River Heights - 2024-25 Monthly Contract Cost Description: Surface Pro Keyboard Surface Pro Keyboard for Surface Pro 8 and up	Ticket Charge		1.00	188.49	188.49

Total Billable Amount \$2,160.24

Total Taxes \$0.00

Grand Total **\$2,160.24**



NOTICE OF AWARD

ORCHARD DRIVE STORMWATER IMPROVEMENTS PROJECT

Owner: **City of River Heights**
Bidder: **Trueline Contractors, LLC**
Bidders Address: **318 W 600 S, Smithfield, UT 84335**

You are notified that your Bid dated 10-30-2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the **Orchard Drive Stormwater Improvements Project**.

The Contract Price of your Contract is Sixty-seven thousand one-hundred two dollars and fifty-five cents.
Dollars (\$ 67,102.55).

You must comply with the following conditions precedent within 10 days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security Bonds as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of River Heights
Owner

By: _____
Authorized Signature

Mayor Blake Wright
Title

Date

CITY OF RIVER HEIGHTS	
Orchard Drive - 1000 East Stormwater Improvements	
BID TABULATION	

BASE BID				Engr Estimate		Staker Parson		Allied Underground Tech.	
ITEM	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 13,150.00	\$ 13,150.00	\$ 8,300.00	\$ 8,300.00
2	12" HDPE N12 Stormwater Pipe	530	LF	\$ 100.00	\$ 53,000.00	\$ 200.00	\$ 106,000.00	\$ 116.65	\$ 61,824.50
3	Inlet, Junction and Bubble Up Boxes	3	EA	\$ 2,500.00	\$ 7,500.00	\$ 7,275.00	\$ 21,825.00	\$ 6,058.00	\$ 18,174.00
4	Core into Existing Stormwater Sump	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 750.00	\$ 750.00	\$ 1,450.00	\$ 1,450.00
				Total	\$ 75,600			\$ 141,725.00	
									\$ 89,748.50

BASE BID				LeGrand Johnson		Trueline Contractors, LLC		Naylor Construction	
ITEM	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1	LS	\$ 7,100.00	\$ 7,100.00	\$ 10,050.00	\$ 10,050.00	\$ 30,583.00	\$ 30,583.00
2	12" HDPE N12 Stormwater Pipe	530	LF	\$ 91.00	\$ 48,230.00	\$ 83.05	\$ 44,016.50	\$ 48.99	\$ 25,967.00
3	Inlet, Junction and Bubble Up Boxes	3	EA	\$ 4,900.00	\$ 14,700.00	\$ 3,595.35	\$ 10,786.05	\$ 8,164.00	\$ 24,492.00
4	Core into Existing Stormwater Sump	1	EA	\$ 250.00	\$ 250.00	\$ 2,250.00	\$ 2,250.00	\$ 20,768.00	\$ 20,768.00
				\$ 70,280				\$ 67,102.55	
									\$ 101,810.00

BASE BID				Jersey Excavation		Forefront Gen. Contracting		MJM Construction Inc	
ITEM	ITEM	QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1	LS	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
2	12" HDPE N12 Stormwater Pipe	530	LF	\$ 151.04	\$ 80,051.20	\$ 120.00	\$ 63,600.00	\$ 216.00	\$ 114,480.00
3	Inlet, Junction and Bubble Up Boxes	3	EA	\$ 4,897.60	\$ 14,692.80	\$ 2,500.00	\$ 7,500.00	\$ 5,400.00	\$ 16,200.00
4	Core into Existing Stormwater Sump	1	EA	\$ -	\$ -	\$ 900.00	\$ 900.00	\$ 3,800.00	\$ 3,800.00
				\$ 94,744.00				\$ 77,000.00	
									\$ 149,480.00

LOGAN CITY AND RIVER HEIGHTS INTERLOCAL AGREEMENT FOR FIRE PROTECTION

This Agreement, made and entered into this 4th day of November 2025, by and between the City of Logan, a municipal corporation of the State of Utah, hereinafter referred to as "Logan City" and River Heights City, a municipal corporation of the State of Utah, hereinafter referred to as "River Heights".

WHEREAS, Logan City operates fire protection services, has appointed a Fire Chief, and owns fire protection assets through a fire department situated within Logan City; and

WHEREAS, River Heights wishes to contract with Logan City for the purposes of receiving fire protection services within the jurisdictional boundaries of River Heights City; and

WHEREAS, Utah Interlocal Cooperation Act, U.C.A. §11-13-212 authorizes a municipality to enter into an agreement with another municipality or agency for the purposes of providing fire protection services.

NOW THEREFORE, in consideration of the mutual covenants and representations contained in this Agreement, Logan City and River Heights agree as follows:

SECTION 1.00 - DEFINITIONS

1.01 In this Agreement,

- (a) "Fire Area" means the jurisdictional boundaries of River Heights;
- (b) "Fire Chief" means the chief of the fire department of Logan City duly appointed by the council of Logan City and, if provided for pursuant to the appointment, his or her designate;
- (c) "Fire Department" means the Logan City Fire Department;
- (d) "Fire Protection Services" means those fire protection services and those other services that Logan City agrees to provide to River Heights, as more particularly described in the Scope of Work, attached hereto as Exhibit A.

SECTION 2.00 - TERM; TERMINATION

2.01 This Agreement will become effective on July 1, 2025 ("Effective Date") and shall continue until June 30, 2027 ("Initial Term"). The Parties agree to complete the following before the Effective Date of this Agreement: (i) approval of the Agreement, if required, by the governing bodies of the relative City, including the adoption of any necessary resolution or ordinance authorizing the execution of this Agreement; (ii) the execution of this Agreement by a duly authorized official of each Party; (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law; (iv) the filing of a copy of this Agreement with the keeper of records for each Party. The Parties agree that after the expiration of the Initial Term, this Agreement shall automatically renew for additional one-

year periods for a maximum of five (5) years. Either Party may terminate this Agreement without cause after the expiration of the Initial Term by providing the other Party with no less than twelve (12) months' prior written notice of its intent to terminate.

SECTION 3.00 - LOGAN CITY RESPONSIBILITIES

- 3.01 Subject to section 3.03 of this Agreement, and subject always to Logan City exercising industry standards of care in providing and/or carrying out its obligations under this Agreement, Logan City agrees to supply those Fire Protection Services as specifically described in Exhibit A to the River Heights Fire Area.
- 3.02 Upon receiving a request from the 911 dispatcher or other designated individual, the Fire Department will respond to the request for Fire Protection Services in River Heights with, in the opinion of the Fire Chief, the appropriate apparatus, equipment and personnel required to accomplish the specific Fire Protection Services requested.
- 3.03 Notwithstanding section 3.02 above, the Fire Chief or designee may refuse to supply Fire Protection Services to River Heights if, in the Fire Chief's opinion, the appropriate personnel, apparatus or equipment are required in Logan City or elsewhere, if sufficient resources cannot be mustered, if equipment becomes non-functional, or for any other situation or reason that precludes the safe involvement of the Fire Department to make a response. Without limiting the generality of the foregoing, the refusal by the Fire Chief to supply Fire Protection Services includes the discretion of the Fire Chief to, at any time, order the return of such apparatus, equipment or personnel that is responding to a request for Fire Protection Services or is at the scene in the Fire Area.
- 3.04 If, in his or her sole opinion, the Fire Chief or designee determines that additional assistance is required for the provision of Fire Protection Services in River Heights, the Fire Chief may request additional personnel, apparatus or equipment from other jurisdictions pursuant to the provisions of any existing Fire Protection Agreements between Logan City and other jurisdictions.
- 3.05 The parties agree that the Fire Chief has full authority and control over any and all Fire Protection Services in which the Fire Department is engaged in the Fire Area of River Heights.

SECTION 4.00 - RIVER HEIGHTS RESPONSIBILITIES

- 4.01 River Heights agrees to designate a person who shall be responsible for providing any required information to the Fire Chief with respect to the Fire Protection Services required.
- 4.02 River Heights shall identify all streets and roads in the Fire Area by having them clearly marked at all intersections.
- 4.03 River Heights agrees to provide a map of the Fire Area clearly indicating all readily accessible static sources of water that are available for firefighting operations.
- 4.04 River Heights agrees to identify all bridges under its or any other jurisdictions within the Fire Area, including the identification of weight limits and alternate routes for fire

protection apparatus. Any bridges that are unable to carry the weight of fire protection apparatus will be clearly marked. Any bridges so identified will either limit or exclude Fire Protection Services where the use of these bridges is required for the transportation of fire protection apparatus.

- 4.05 River Heights shall be responsible for establishing and notifying residents and occupants of the Fire Area, in the manner and to the extent necessary, the procedures for reporting the Fire Protection Services provided by the Fire Department.
- 4.06 River Heights agrees that, while in the Fire Area for the purposes of providing Fire Protection Services, it has designated the Fire Chief to be the "authority having jurisdiction", as that term is defined in the International Fire Code.

SECTION 5.00 - FEES

- 5.01 In consideration of the Fire Protection Services provided by Logan City to River Heights, River Heights agrees to pay Logan City the fees as more particularly set out in Exhibit B, hereto attached.

SECTION 6.00 - LIABILITY AND INDEMNIFICATION

- 6.01 Logan City shall not be liable for any injury to River Heights, or to any officers, employees, agents, residents, occupants or visitors of River Heights or the Fire Area, or for any damage to or loss of property of River Heights, or of any officers, employees, agents, residents, occupants or visitors of River Heights or the Fire Area, caused by or in any way related to the performance of this Agreement, including (without limitation) failing to provide Fire Protection Services on any occasion to River Heights or for any decision made by the Fire Chief pursuant to section 3.03 of this Agreement.
- 6.02 River Heights shall save harmless and fully indemnify Logan City, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.01 and such indemnification shall survive the termination of this Agreement.
- 6.03 Sections 6.01 and 6.02 do not apply if the injury, damage or loss was caused by the wrongful or negligent act of an officer or employee of Logan City while acting within the scope of his or her employment.
- 6.04 River Heights shall not be liable for any injury, damage or loss sustained by personnel, apparatus or equipment of Logan City caused by or in any way related to the performance of this Agreement.
- 6.05 Logan City shall save harmless and fully indemnify River Heights, its officers, employees and agents from and against all claims, liabilities and demands arising directly or indirectly from such injury, damage or loss as referred to in section 6.04 and such indemnification shall survive the termination of this Agreement.

6.06 Sections 6.04 and 6.05 do not apply if the injury, damage or loss was caused by the omission or wrongful or negligent act of an officer or employee of River Heights while acting within the scope of his or her employment.

SECTION 7.00 - DISPUTE RESOLUTION

7.01 If, during the term of this Agreement, a dispute or disagreement arises between the parties that cannot be resolved by the Fire Chief and the person designated by River Heights pursuant to section 4.01, the parties agree to participate in the following dispute resolution procedure:

- (a) Upon the written request by either party to the other party, the nature of the dispute or disagreement shall be brought to the attention of the Mayors of each Municipality. The Mayors will meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the parties.
- (b) If the Mayors are unable to resolve the dispute the Parties reserve the right to exercise any rights they may have under law.

7.02 The parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Agreement, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement. If the dispute results from the non-payment of fees as set forth in Exhibit B, Logan City will have the right to suspend providing Fire Protection Services until the fees are paid.

SECTION 8.00 - GENERAL

8.01 Logan City and River Heights agree that this Agreement may be amended at any time by the mutual consent of the parties, in writing.

8.02 Any notices, communications or other information shall be sufficiently given if hand delivered and marked received; sent by prepaid registered mail or email and addressed or sent as specified below:

(a) If to Logan City: Logan City Mayor
 290 North 100 West
 Logan, Utah 84321
 Email: holly.daines@loganutah.gov

(b) If to River Heights: River Heights City Mayor
 520 S 500 E
 Logan, Utah 84321
 Email: blakewright@riverheights.org

8.03 Any notice given in accordance with the methods described above shall be deemed to have been received by the addressee on:

- (a) the date delivered if delivered on a business day of the addressee and if not delivered on a business day, on the next business day of the addressee;
- (b) the third business day of the addressee after the date of mailing, if sent by prepaid registered mail; or
- (c) the day transmitted if sent by email on a business day of the addressee, and if sent by facsimile on a non-business day, on the next business day of the addressee.

8.04 Pursuant to Utah Code Ann. §11-13-202.5, this Agreement shall be approved by the legislative body of each party to this Agreement. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from the Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.

8.05 This Agreement and the attached Exhibits constitute the entire Agreement between the parties. There are no undertakings, representations or promises, express or implied, other than those contained in this Agreement. This Agreement may not be amended except by subsequent written agreement of the parties hereto and the adoption by each party's legislative body by a duly enacted resolution.

8.06 Interlocal Cooperation Act. In satisfaction of the requirement of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

- (i) This Agreement shall be reviewed as to proper form and compliance with the applicable law by a duly authorized attorney in behalf of every Party pursuant to and in accordance with Section 11-13-202.5 of the Interlocal Cooperation Act.
- (ii) A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.
- (iii) The Term of this Agreement shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Cooperation Act.
- (iv) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.
- (v) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.
- (vi) Pursuant to Section 11-13-207 of the Interlocal Cooperation Act, the Parties' relative mayors or designees, shall serve as the joint administrative board for purposes of the Interlocal Cooperation Act.

8.07 Governmental Immunity. The parties are governmental entities under the Governmental Immunity Act of Utah, §§63G-7-101, *et. seq.* (1953, as amended) (the "Immunity Act").

Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in that Act or the basis for liability as established in the Act. Nothing contained in this Agreement shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

8.08 Each Party shall be solely responsible for providing workers' compensation coverage for its own employees, in accordance with the requirements of the Utah Workers' Compensation Act, Utah Code 34A-2-101 *et seq.* No employee of either Party shall be considered an employee of the other Party for any purposes, including, but not limited to, eligibility for any benefits or protections afforded by workers' compensation laws.

THIS AGREEMENT has been executed by Logan City and by River Heights by their duly authorized representatives on the dates noted below:

River Heights City



Blake Wright, Mayor

CITY OF LOGAN

Holly H. Daines, Mayor

Attest:

Attest:

River Heights City Recorder

Logan City Recorder

Approved as to Form:

Approved as to Form:

River Heights City Attorney

Logan City Attorney

EXHIBIT A

Logan City Fire Department service contract for River Heights City

Scope of work

1. Level of Service. Fire prevention, fire suppression, emergency medical and hazardous material incident response services shall be provided at the same level to each of the parties under the terms of this agreement.
2. Services to be provided. Fire Department will provide the following services for River Heights:

2.1 **Fire Suppression.** Fire suppression activities relating to structures and buildings of whatever kind, brush fires, trash fires or any other kind of fire of whatever nature to include fire and CO alarms.

2.2 **Emergency Medical Services.** Fire Department provides a paramedic level service system and is the area licensed ambulance transport provider. Fire Department will also provide first responder service to River Heights as it would Logan residents.

2.3 **Hazardous Materials.** Providing first responder and operational response to Hazardous Material incidents, including but not limited to chlorine leaks, LPG leaks, pesticide leaks, highway accidents with unknown hazardous material involved, etc. Fire Department shall have the right to seek reimbursement from property owners or other responsible persons for the cost to replace disposable and durable equipment or containment products used to mitigate a hazardous materials incident.

2.4 **Fire code inspection of occupancies.**

2.5 **Fire code preconstruction building plan review services.**

2.6 **Fire Prevention activities;** Fire prevention education to community, schools, and community groups as requested and consistent with Fire Department policies and practices.

2.7 **Fire investigation and cause determination.**

2.7.1 Fire Department will assume responsibility for all fire cause determination investigation activities within River Heights and will work closely with the Cache County Sheriff's Office (CCSO) in processing any case. Fire Department and CCSO shall cooperate in the preservation of evidence, chain of custody, investigating suspects and persons of interest for all cases arising from origin and cause investigations within the jurisdictional boundaries of River Heights.

3. **Hydrants and water service.** River Heights is responsible for providing hydrants, water service delivery, and hydrant maintenance for their service area.

3.1 Logan City will assist River Heights in assessing water supply capabilities as pertains to firefighting and make recommendations as necessary.

3.2 Fire Department's obligation to provide fire suppression services under this Agreement is expressly conditioned upon River Heights providing appropriate water pressure, volume, and sufficient hydrant capability.

3.3 River Heights City agrees to maintain and service all hydrants, water lines, and related infrastructure within its jurisdiction.

4. **Fire Insurance Grading and Regrading.** River Heights shall cooperate with Fire Department to maintain the Insurance Service Office grading of Logan area that is in existence at the time of execution of this agreement (ISO Class 2).
5. **Reporting.**

5.1 Fire Department Fire Chief or designee will provide reports to the Mayor of River Heights about activities, events and issues within their jurisdiction. In the event of a major fire or newsworthy medical emergency within the boundaries of River Heights, Fire Department will make a reasonable effort to contact the mayor as soon as possible, but no later than the first business day after the event, to convey all known information relating to the incident that doesn't violate HIPAA regulations.

EXHIBIT B

1. River Heights agrees to pay Logan City pursuant to the following chart. Fiscal years begin July 1 and end June 30. Logan City will invoice River Heights City annually on the first business day in January.
2. River Heights' payment obligation under this Agreement shall automatically increase by three percent (3%) per year on July 1 of each fiscal year.

Year	River Heights	FY24/25	\$ 144,398.51	Due Jan. 2025
1	3%	FY25/26	\$ 148,730.46	Due Jan. 2026
2	3%	FY26/27	\$ 153,192.37	Due Jan. 2027
3	3%	FY27/28	\$ 157,788.15	Due Jan. 2028

4	3%	FY28/29	\$ 162,521.79	Due Jan. 2029
5	3%	FY29/30	\$ 167,397.45	Due Jan. 2030