

# River Heights City

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## COUNCIL MEETING AGENDA

**Tuesday, February 12, 2019**

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

Opening Remarks (Thatcher) and Pledge of Allegiance (Scott)

Adoption of Previous Minutes and Agenda

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

Presentations - Options for the Future of the Old Church

Public Comment

Approve Mayor Rasmussen to Serve as the Wastewater Chairperson

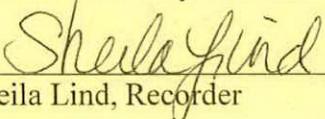
Discuss RAPZ Grant Application

Discuss Interlocal Agreement with South Cache Soccer League

Discuss and Vote on Future of City Property North of Cemetery

Adjourn

Posted this 7<sup>th</sup> day of February 2019

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

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

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

# River Heights City

## Council Meeting

February 12, 2019

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8 Present: Mayor Todd Rasmussen  
9 Council members: Doug Clausen  
10 Robert "K" Scott  
11 Elaine Thatcher  
12 Dixie Wilson  
13 Blake Wright  
14  
15 Recorder Sheila Lind  
16 Public Works Director Clayton Nelson  
17 Treasurer Wendy Wilker  
18  
19 Excused Finance Director Clifford Grover  
20  
21 Others Present: Kristen Scott, Christian Mandsfield, Tony Johnson, Dan  
22 and Johan Vanzeben, Chris and Susan Hildebrandt, Cindy  
Schaub, Beatrice Jensen, Candace Buck

23  
24  
25 The following motions were made during the meeting:

### 26 Motion #1

27 Councilmember Scott moved to "adopt the minutes of the council meeting of January 22, 2019  
28 and the evening's agenda." Councilmember Clausen seconded the motion, which passed with Clausen,  
29 Scott, Thatcher, Wilson and Wright in favor. No one opposed.  
30  
31

### 32 Motion #2

33 Councilmember Scott moved to "pay the bills as listed." Councilmember Clausen seconded the  
34 motion, which passed with Clausen, Scott, Thatcher, Wilson and Wright in favor. No one opposed.  
35  
36

### 37 Motion #3

38 Councilmember Clausen moved to "submit the RAPZ grant application for finishing the tennis  
39 courts with the city's portion of \$35,000 cash, plus a value for the amount of sweat equity."  
40 Councilmember Thatcher seconded the motion, which carried.  
41  
42

### 43 Proceedings of the Meeting:

44 The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in  
45 the River Heights City Building on Tuesday, February 12, 2019 for their regular council meeting.

47 Opening Remarks and Pledge of Allegiance: Councilmember Thatcher opened the meeting  
48 with a thought and Councilmember Scott led the group in the Pledge of Allegiance.

49 Adoption of Previous Minutes and Agenda: Minutes for the January 22, 2019 meeting were  
50 reviewed.

51 **Councilmember Scott moved to “adopt the minutes of the council meeting of January 22,  
52 2019 and the evening’s agenda.” Councilmember Clausen seconded the motion, which passed  
53 with Clausen, Scott, Thatcher, Wilson and Wright in favor. No one opposed.**

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

55  
56 Public Works Director Nelson

- 57 • He has been working on updating OSHA required records.
- 58 • They have also been doing snow removal.

59  
60 Finance Director Grover was absent.

61  
62 Treasurer Wilker

- 63 • She presented the list of bills to be paid.

64  
65 **Councilmember Scott moved to “pay the bills as listed.” Councilmember Clausen  
66 seconded the motion, which passed with Clausen, Scott, Thatcher, Wilson and Wright in favor.  
67 No one opposed.**

68  
69 Councilmember Thatcher

- 70 • She reported that Sheila Lind will chair Apple Days, which is scheduled for August 24. She  
71 and her committee have had their first meeting. The Council decided to always hold Apple  
72 Days on the fourth Saturday in August.

73  
74 Councilmember Scott didn’t have anything to report.

75  
76 Councilmember Clausen

- 77 • He has talked to the librarian at the County Library about doing story time in River Heights.  
78 They don’t hold it in the summer and the librarian who reads will be gone in April. They will  
79 plan to start in the fall.
- 80 • He has talked with Engineer Rasmussen about the 1000 East sidewalk project, who said he’s  
81 waiting to hear on grant money but will have it ready to put out for bid next week.
- 82 • The 400 South road project is planned to go out for bid in early March.

83  
84 Councilmember Wilson didn’t have anything to report.

85  
86 Councilmember Wright

- 87 • Mr. Wright asked the council if they would consider waiving a Conditional Use Application fee  
88 for Melody Johnson who is running Families Feeding Families, a non-profit 501C3  
89 organization, from her house. The organization accepts food donations and then disperses  
90 them. It involves additional traffic at her residence, which requires her to get a CUP. The  
91 council agreed to waive the application fee.

Recorder Lind

- Ms. Lind reminded of the city's desire to boost the number of followers the city has on social media. She plans to post a blurb on the city's Facebook page, encouraging readers to "like" and "share." At the next council meeting a person who liked and shared will be chosen at random to win the elliptical donated by ICON. The council agreed they would be okay if a non River Heights resident won the drawing. PWD Nelson requested the winner would need to pick it up.

Mayor Rasmussen

- He explained his desire to have background agenda item information dispersed ahead of time in an effort to use the meeting for shorter discussions and decisions.

Presentations - Options for the Future of the Old Church: Mayor Rasmussen informed that the council would hear presentations tonight and discuss them at a future meeting. Between now and then he will find out what the property is worth. He reminded the council, when they consider spending or selling in behalf of the city, they need to consider what is best for our residents now and what type of impact it will have on residents in the years to come.

**Tony Johnson** introduced the architects he has been working with, Dan and Johan Vanzeben, who have done a lot of historic preservation, which is Mr. Johnson's main focus. The State Preservation Office in Salt Lake keeps a log of historic buildings, which includes the Old Church, because of its age. They received a thumbs up that this building would be eligible for preservation money. The building is worth preserving. He cautioned that it's too easy to decide to tear down an old building. It's a harder decision to talk about preserving. He is sensitive to the fact that residents don't want a commercial use in their neighborhood. His vision consists of converting the building it into housing of some sort, which could be for seniors, a city center, a children's museum or a combination of mixed uses. He is interested in a use the city would support. The city could maintain ownership of the building through a lease or sell it. He has no doubt that they can collect enough revenue to pay for the restoration. He would do the project thoroughly to make sure it would last for many years.

Councilmember Thatcher asked what they would do with the exterior. Mr. Johnson said the National Parks Service likes buildings to maintain the historic look, however they may need to replace doors and other small things.

Mayor Rasmussen asked if they would fund the whole building or just the historical part. Mr. Johnson answered they would fund the whole building. He discussed other projects he has done.

Dan Vanzeben said they have walked through the building and observed it to be very structurally sound. Its on a good foundation and was built with high quality materials. He said the building area has a nice sense of community and is in the center of town. It seems to be time for it to become something else.

Mayor Rasmussen asked if they could submit a sketch of their restoration ideas for the council to consider at their next discussion. Dan Vanzeben affirmed they could do this.

Councilmember Clausen asked if they would consider the city's input or if it would be all their decision. Mr. Vanzeben envisioned an opportunity for private and community effort which would bring in revenue.

**Susan Hildebrandt** introduced herself and her husband, Chris. She explained their interest in converting the Old Church into a children's museum. She showed a power point and explained their vision. Children's museums have hands on displays and encourage learning through play. Included in the museum could be water play, creative play, toddler play, kids town, science, art, music,

139 manipulation area, classrooms, Cache Valley History, offices and presentation space. She reviewed  
140 the benefits of a children's museums. The building is close to the city park and bus stop. There are  
141 many families in the valley who would benefit from it. Currently, the closest children's museum is in  
142 Ogden. It would beautify the city, increase property values, have convenient access, add cultural  
143 enrichment and revenue. It could be a community center.

144 Chris Hildebrandt said they talked at great length about this to the administration of the St  
145 George children's museum. Their goal is to do this project in Cache Valley, whether in River Heights  
146 or not.

147 Councilmember Thatcher asked how they will fund it. They said there are grants available.  
148 She asked if they have museum experience. They said no, but they have library experience. They plan  
149 to get an experienced board together. Ms. Thatcher (having worked in museums before) explained this  
150 would be a huge undertaking and will cost a lot of money. They are not all funded by grants. Ms.  
151 Hildebrandt said they have talked with Tony Johnson about his team doing the remodeling for the  
152 museum.

153 Councilmember Clausen asked if St George City contributes money for their museum. The  
154 Hildebrandts said the city donated the building and covers utility costs. They charge a \$5/person  
155 entrance fee.

156 **Christian Mansfield** explained he lives three houses west of the Old Church. He and his  
157 family love living in River Heights. He is concerned about safety, property values and aesthetics. He  
158 discussed the cycle of neighborhoods. Kristen Scott and her husband are in the stage of trying to  
159 decide whether to move to a larger house or stay and add on to theirs. They want their neighborhoods  
160 to stay safe and attract nice residents. He feels the Old Church, as it stands, isn't aesthetically pleasing.  
161 He wishes for a greater sense of community, improvements (curb, sidewalk and roads) and more  
162 amenities. He was told by Mayor Rasmussen that the old school and property will soon be turned over  
163 to the city. He asked the council to take into account the whole area, when considering what to do with  
164 the Old Church property. His suggestion is to put in a splash pad, as an extension of the current park  
165 area. To pay for it, he suggests adding a miniature café or convenience store. He feels people who  
166 come to the park area would also stop in for treats at a convenience store, which would provide income  
167 to the city. He has a lot of ideas on how to implement his ideas. He hoped for an exploratory  
168 committee.

169 Councilmember Wilson asked how he would incorporate the Old Church and school in a plan  
170 together. Mr. Mansfield explained his ideas for more parking, walking paths, and old school building  
171 use.

172 Kristen Scott pointed out the school is already ADA compliant. She stated there is so much  
173 opportunity for the community to make good choices for the future of River Heights.

174 Mayor Rasmussen thanked the groups for coming.

175 Public Comment: There was none

176 Approve Mayor Rasmussen to Serve as the Wastewater Chairperson: Mayor Rasmussen asked  
177 for permission to serve as chair for the wastewater committee. The council gave their consent.

178 Discuss RAPZ Grant Application: Councilmember Wilson discussed the tennis court bids.  
179 She proposed taking the lower bid from Tennis and Track. She asked if the city wanted to offer a  
180 \$35,000 contribution when applying for the RAPZ grant. PWD Nelson reminded that the council  
181 agreed to contribute \$35,000 of city money on last year's application. If they do it again, the city will  
182 be responsible for at least \$70,000. Ms. Wilson pointed out that in last June's meeting, the council  
183 agreed to fund the remainder of the cost (the amount not covered by RAPZ) to replace the tennis  
184 courts. There was discussion on whether this is really what they meant. It could cost the city close to

187 \$100,000, depending on the amount funded by RAPZ this year. Ms. Wilson said if a contractor starts  
188 this year, he knows the city probably can't pay them until July.

189 PWD Nelson didn't remember the completion of the project being approved and reminded the  
190 next budget has not been voted on yet.

191 Councilmember Thatcher said if the city is awarded RAPZ money and it doesn't get used for  
192 the requested project and is given back, it looks very bad, like we are flakes.

193 Councilmember Wilson asked if the city was willing to offer a contribution amount on this  
194 year's RAPZ application.

195 Councilmember Wright suggested the city offer more than \$35,000 in matching funds.

196 **Councilmember Clausen moved to "submit the RAPZ grant application for finishing the  
197 tennis courts with the city's portion of \$35,000 cash, plus a value for the amount of sweat  
198 equity." Councilmember Thatcher seconded the motion, which carried.**

199 Discuss Interlocal Agreement with South Cache Soccer League: Councilmember Wilson said  
200 the agreement between the soccer league and the city has been verbal in the past. She would like it in  
201 writing and has come up with an interlocal agreement, which was shown to the council. There was  
202 discussion on whether September was too soon to remove the port-a-potty because, if the weather is  
203 good they will continue into October. PWD Nelson said the league can let the city know when they  
204 are finished for the season.

205 Mayor Rasmussen will sign the agreement and then Ms. Wilson will get the league to sign.

206 Discuss and Vote on Future of City Property North of Cemetery: Mayor Rasmussen  
207 encouraged the council to decide which direction the city will move for development of the property.  
208 Councilmember Wilson would like to see development happen in increments. She reported that she  
209 and Councilmember Wright met and discussed the property. Providence has no intention of equalizing  
210 the cost of plots for residents and non-residents. Currently, they charge \$300/800. She said River  
211 Heights could have a cemetery at some point in the future. She is sensitive to the people who live in  
212 this area and would like to see a more passive park, not ball games, etc. All would be invited, so they  
213 would put in a parking lot and a through road of sorts.

214 Mayor Rasmussen asked if the council still wants the city to keep the property. All were in  
215 favor except Councilmember Scott. Councilmember Wright reminded it was purchased with parks  
216 impact money. Mr. Scott asked if keeping and developing it would be fiscally responsible for the  
217 future. He reminded, when the city ends up with the old school, it will cost money. He suggested  
218 selling the cemetery park property and using the money to maintain the properties the city already has  
219 and upgrade needed infrastructure.

220 Councilmember Wilson said we need a certain percentage of park space, based on the  
221 population. Councilmember Wright pointed out that the General Plan identifies park areas spread  
222 through the city. It was brought up that impact fees are going to drop substantially due to limited  
223 property left for development.

224 Christian Mansfield asked if the cemetery can be considered as green space. He was told it  
225 could. He suggested selling the property to Providence. He was informed this has been looked into.

226 Cindy Schaub liked Councilmember Scott's idea to consider selling the property. She asked  
227 what was causing the rush on making plans for it. Mayor Rasmussen said it shapes the city's budget.

228 Councilmember Wright felt it best to continue to hold the property for the future. The whole  
229 thing could be considered park, but could be master planned for a possible future cemetery. The north  
edge is a great place for a park. It makes sense to spend a little money to master plan it, by showing  
some well thought out infrastructure.

230 Councilmember Wilson reminded that \$100,000 was budgeted to this park this year. Thirty-  
231 three thousand will go toward the fence. Councilmember Wright suggested after the fence goes in,  
232 maybe the property will sit for another year or two.

233 Mayor Rasmussen agreed to master plan it.

234 Councilmember Wilson pointed out the public hearings revealed the current residents didn't  
235 want a noisy park. At that time there were people who said they would like to help. She will contact  
236 them and find out what they meant by this.

237 Councilmember Wright said if they want to get detailed on infrastructure plans they would  
238 need to get the city engineer involved. He and Councilmember Wilson will work together and get an  
239 engineering fee proposal.

240 PWD Nelson said a fence and water line would take about \$100,000. Adding those things will  
241 add value for the future.

242 Councilmember Wright agreed it is good to look ahead to what the city's future expenses could  
243 be. Councilmember Scott suggested getting a bare bones cost estimate for the infrastructure on the  
244 property. PWD Nelson said a road would cost about \$160,000 and a water line would be about  
245 \$75,000.

246 The meeting adjourned at 8:55 p.m.

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Todd A. Rasmussen, Mayor

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

River Heights City Bills To Be Paid

2/12/2019

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	Bear River Health Dept.	Water Coliform							\$40.00		\$40.00
2	Caselle	Monthly Service	\$91.69						\$91.66	\$91.65	\$275.00
3	Chevron & Texaco	Fuel for City Vehicle			\$38.59			\$38.60	\$38.60	\$38.60	\$154.39
4	Comcast Business	Monthly Internet	\$22.69						\$22.68	\$22.69	\$68.06
5	Daines & Jenkins	Legal Fees	\$546.00								\$546.00
6	Dominion Energy	Gas							\$111.54		\$111.54
7	Freedom Mailing	Montly Billing	\$143.98						\$48.00	\$48.00	\$239.98
8	Lowe's	Pot Hole Repair Asphalt						\$211.30			\$211.30
9	Mueller Systems	Annual Maintenance Fec							\$819.00		\$819.00
10	National Equipment Services	Snow Plow Lights						\$443.56			\$443.56
11	Providence City	Salt						\$3,350.58			\$3,350.58
12	Rocky Mountain Power	Electricity	\$95.40		\$74.11	\$25.57		\$1,191.63	\$1,653.51	\$41.03	\$3,081.25
13	Secure Instant Payments	Montly Processing	\$11.65						\$11.65	\$11.65	\$34.95
14	South Fork Hardware	Ratchet Tie Downs			\$2.75			\$2.75	\$2.75	\$2.73	\$10.98
15	Verizon Wireless	Monthly Cell Phones	\$35.86						\$35.86	\$35.88	\$107.60
16	Xerox	Copier Monthly	\$66.06								\$66.06
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Page 1 SubTotals

\$1,013.33

\$115.45

\$25.57

\$5,238.42

\$2,875.25

\$292.23

\$9,560.25

Page 1 Total Amount to be Paid

\$9,560.25

River Heights City  
 Financial Summary  
 February 22, 2019

		<u>Cash Balance By Fund</u>		Net Change	% of Total
		01/31/19	02/12/19		
General Fund		113,496.23	113,000.26	(495.97)	6.85%
Capital Projects Fund		101,710.82	101,710.82	-	6.17%
Water Fund		560,604.10	562,881.20	2,277.10	34.12%
Sewer Fund		868,832.30	872,068.68	3,236.38	52.86%
<b>Total Cash Balance</b>		<b><u>1,644,643.45</u></b>	<b><u>1,649,660.96</u></b>	<b><u>5,017.51</u></b>	100.00%

		YTD Actual	Annual Budget	Unexpended Budget	% Of Budget Incurred	% Of Time Incurred
<b>General Fund</b>						
Revenue		462,065.37	757,030.00	294,964.63	61.04%	62.19%
Expenditures						
	Administrative	87,821.74	162,050.00	74,228.26	54.19%	62.19%
	Office	7,971.59	17,120.00	9,148.41	46.56%	62.19%
	Community Affairs	8,919.16	18,400.00	9,480.84	48.47%	62.19%
	Planning & Zoning	1,871.50	8,470.00	6,598.50	22.10%	62.19%
	Public Safety	69,211.00	86,400.00	17,189.00	80.11%	62.19%
	Roads	49,378.32	104,000.00	54,621.68	47.48%	62.19%
	Parks & Recreation	33,905.32	90,800.00	56,894.68	37.34%	62.19%
	Sanitation	98,289.53	150,000.00	51,710.47	65.53%	62.19%
	Transfer To CP Fund	120,000.00	120,000.00	-	100.00%	
Total Expenditures		<u>477,368.16</u>	<u>757,240.00</u>	<u>279,871.84</u>	63.04%	62.19%
<b>Net Revenue Over Expenditures</b>		<b><u>(15,302.79)</u></b>	<b><u>(210.00)</u></b>	<b><u>15,092.79</u></b>		
<b>Capital Projects Fund</b>						
Revenue		920.37	400.00	(520.37)		62.19%
Transfer From General Fund		120,000.00	120,000.00	-		
Expenditures						
	Administrative		130,000.00	130,000.00		62.19%
	Parks & Recreation		152,750.00	152,750.00		62.19%
	Roads	282,059.67	757,750.00	475,690.33		62.19%
		-	-	-		62.19%
Total Expenditures		<u>282,059.67</u>	<u>1,040,500.00</u>	<u>758,440.33</u>		62.19%
<b>Net Revenue Over Expenditures</b>		<b><u>(161,139.30)</u></b>	<b><u>(920,100.00)</u></b>	<b><u>(758,960.70)</u></b>		
<b>Water Fund</b>						
Revenue		236,711.05	346,130.00	109,418.95	68.39%	62.19%
Expenditures		<u>136,596.76</u>	<u>272,250.00</u>	<u>135,653.24</u>	50.17%	62.19%
<b>Net Revenue Over Expenditures</b>		<b><u>100,114.29</u></b>	<b><u>73,880.00</u></b>	<b><u>(26,234.29)</u></b>		
<b>Sewer Fund</b>						
Revenue		169,687.60	249,500.00	79,812.40	68.01%	62.19%
Expenditures		<u>166,539.41</u>	<u>310,250.00</u>	<u>143,710.59</u>	53.68%	62.19%
<b>Net Revenue Over Expenditures</b>		<b><u>3,148.19</u></b>	<b><u>(60,750.00)</u></b>	<b><u>(63,898.19)</u></b>		

PO Box 651477  
Salt Lake City, UT 84165  
office: 801-269-9991  
fax: 801-261-4588  
www.tennisandtrackco.com



### Proposal

Submitted to: City of River Heights  
Address: 500 South 500 East  
City: River Heights State: UT  
Phone: Email:  
Job Address: same Zip:  
Proposal Date: January 8, 2019 Expiration Date: 08/19  

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Work to include: Construction of 3 Post Tension Concrete Tennis Courts

1. Remove existing fence and properly dispose of.
2. Saw cut and remove 2' of perimeter asphalt to prepare for post-tensioned beam area.
3. Supply and install (3") crusher fines, laser grade and compact.
4. Supply and install (3) industry standard post tensioned concrete tennis courts, 4000 PSI design, edges thickened to (12") inches, reinforced with 1/2" steel tendons placed as engineered.
5. Supply and install Douglas Premier net posts and center strap tie down.
6. Supply and install (10') foot and (4') high (galvanized) chain link fence. Top and bottom rails to be (galvanized) (1 5/8") "LG-40" pipe or equivalent. Corner Posts, Terminal Posts and Line Posts to be (2-7/8") inches "LG-40" pipe or equivalent. All fabric to be 1 3/4" 9-gauge galvanized as per specifications.
7. After 30-day curing period, acid wash concrete then apply acrylic primer coat.
8. Apply one (1) coat of acrylic surfacer with silica sand.
9. Apply two (2) coats of acrylic color with silica sand. Colors to be chosen by owner, please specify choice,  
Middle: \_\_\_\_\_, Outside: \_\_\_\_\_.
10. Paint playing lines as per USTA standards.
11. Supply and install Douglas DMT tennis nets and center straps.
12. Clean up job site.
13. Note: **irrigation and landscape repair by others.**

**Total Cost: \$159,465.00**

Initials \_\_\_\_\_

Initials \_\_\_\_\_

**CONTRACT FOR CONSTRUCTION OF**  
**POST TENSION CONCRETE TENNIS COURT**

This Contract is made this 8th day of January, 2019 and is between the owner (or General Contractor hereinafter called "Owner") and the Tennis Court Contractor who is **Tennis and Track Company** (hereinafter called "contractor").

**PROJECT:** River Heights Park

**OWNER:** River Heights City

**ARCHITECT:**

The Owner and Contractor agree as follows:

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract and Exhibits attached hereto.

**ARTICLE 2**  
**THE WORK**

The Contractor shall furnish all labor and materials required by the contract documents to construct (3) Post tension concrete Tennis Courts

The work shall be in accordance with United States Tennis Court and Track Builders Association specifications for Tennis Court Construction.

**ARTICLE 3**  
**TIME OF COMMENCEMENT AND COMPLETION**

The Work shall be started as soon as time and materials are available and shall be completed expeditiously within 50 days subject only to delays caused by conditions beyond the control of contractor.

Initials \_\_\_\_\_

Initials \_\_\_\_\_

**ARTICLE 4  
THE CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, the total sum of \$ see above including applicable state and local taxes unless

Contractor is furnished with an exemption certificate. Payments are to be made in accordance with the following schedule: Twenty percent due upon signing of the contract, an additional sixty percent upon completion of concrete, remainder upon completion of court.

**ARTICLE 5  
CONTRACTOR'S RESPONSIBILITIES**

**5.1 CONTRACTOR SUPERVISION.** The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

**5.2 CONTRACTOR PAYMENTS.** Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery necessary for the proper execution and completion of the Work.

**5.3 LIMITED WARRANTY.** The Contractor whose address is 4165 South 300 West Murray UT 84107 warrants that all materials and equipment furnished and incorporated by him in the Work shall be new unless otherwise specified and that all Work shall be of good quality, free from faults and defects, including peeling of surface. If any material defect occurs due to inferior workmanship or materials, it will be remedied without cost to Owner, if written notice thereof is given to Contractor within Twelve months after completion of the Work. The total liability of Contractor under this warranty is to remedy the defect. Contractor makes no warranties or representation other than those stated herein. This warranty gives Owner specific legal rights, and Owner may also have other rights, which vary from state-to-state.

**5.4 COMPLIANCE WITH LAWS.** The Contractor shall comply with federal state and local tax laws, social security acts, unemployment compensation acts and workman's compensation acts insofar as applicable to the performance of the Contract.

Initials \_\_\_\_\_

Initials \_\_\_\_\_

**5.5 HOLD HARMLESS CLAUSE.** Contractor agrees to indemnify and hold harmless the Owner against claims, damages, bodily injury or property damage caused by any negligent act or willful omission of the Contractor, his agents, and his employees during the period of construction, included all work-related injury.

## ARTICLE 6 OWNER'S RESPONSIBILITIES

**6.1 FAILURE OF PAYMENT.** The Owner agrees that (1) if he fails to make payments to the Contractor as herein provided for any cause not the fault of the Contractor, or (2) stops the Work for a twenty (20) day period, the Contractor may, upon five (5) days' written notice to the Owner, terminate the Contract and recover from the Owner payment for the Work executed and for any loss sustained from purchase of materials and supplies and including twenty (20%) profit and overhead.

**6.2 FINAL PAYMENT.** Final payment shall become due upon completion of Contractor's Work. The Work shall be considered complete when the line or nets are installed. Opening of an installation or use of the Work shall be considered acceptance by Owner. In the event, final payment is not made when due, in, addition to all other lawful remedies, interest at the rate of one and one half percent (1-1/2%) per month, or the maximum legal rate if less, shall be added to the unpaid balance, plus reasonable attorney's fees and collection costs.

**6.3 ASSIGNMENT OF WORK.** The Owner shall not give instructions or orders directly to employees or agents of the Contractor, except by an authorized agent to an authorized representative of Contractor.

Owner's authorized agent is

Contractor's authorized

agent is Miles Minson.

**6.4 EXTRA WORK.** Request to Contractor to perform extra or additional work must be made in writing, signed by Owner's authorized agent and accepted by Contractor, the additional cost occasioned thereby shall be paid by Owner at the time of the next payment due Contractor.

Initials \_\_\_\_\_

Initials \_\_\_\_\_

**6.5 OVERTIME.** When overtime work is required and approved by owner, Contractor shall be paid the additional costs (including fringe benefits) of premium labor plus twenty percent (20%) for overhead. Such additional costs shall be paid at the time of the next payment due Contractor.

**6.6 JOB CONDITIONS.** Owner shall provide at no charge job site conditions to allow Contractor to execute his work efficiently and continuously. Owner's obligation shall include but not be limited to (1) making available within 100 feet of the work area a plentiful source of potable water, toilets and access to all utilities; (2) providing reasonable access to the Construction site for all Contractor's personnel and equipment, including power equipment and trucks; (3) providing a safe area for materials; (4) providing a completed building with adequate heat, light and ventilation for interior work; (5) insuring a stable sub-grade upon which construction can take place, and (6) payment on a time and material basis for removal of material which cannot be removed by Contractor's on-site excavation equipment.

**6.7 OWNER'S LIABILITY INSURANCE.** The Owner shall be responsible for purchasing and maintain his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

**6.8 PERMITS, FEES AND CONDITIONS.** The Owner shall give all notices and shall secure and pay for all permits, fees and licenses necessary for the execution of the Work. Owner is responsible for insuring the Work is within property lines and clear of setbacks and other restrictions. Contractor is not responsible for damage or disruptions to any underground utilities, structures, septic systems or the like, unless a site plan showing exact location of such items is provided to Contractor prior to commencement of any Work. Contractor is not responsible for damage to grass, trees, shrubbery, walkways and driveways.

**6.9 WORK BY OTHERS.** Contractor shall not be responsible for settlement of surface or other defects in construction caused by work of others not hired by contractor.

**6.10 INTERRUPTION OF WORK.** In the event Contractor is delayed in the progress of the Work by any cause beyond Contractor's reasonable control, including, but not limited to, acts of God, government action, labor difficulty, shortage of transportation facilities, armed conflict, riot, civil disorder or embargo, the time for completion of the Work shall be extended by the amount of time Contractor is so delayed. If Contractor is delayed at anytime in the progress of the Work through no fault of Contractor then any additional costs to Contractor occasioned thereby shall be paid by Owner.

Initials \_\_\_\_\_

Initials \_\_\_\_\_

**6.11 ESCALATION.** The prices quoted are based on current costs without allowance for possible increases in cost of labor, material or equipment. Should such increases occur, Contractor reserves the right to adjust its final price by the amount of change. Contractor shall document any changes in price. No overhead or other markup will be added to the increased price.

**6.12 MEDIATION-ARBITRATION.** All claims, disputes and other matters in question arising out of, or relation to the Work or any of the contract documents or the breach thereof shall be promptly decided in accordance with the arbitration procedure described in the attachment to the Contract.

**6.13 OWNERSHIP OF PERSONAL PROPERTY.** All materials, supplies, fixtures and equipment located at the job site shall remain the property of Contractor until final payment has been made by Owner.

**TENNIS AND TRACK COMPANY**

Contractor

By:

Date:

Owner

By:

Date:

**PLEASE INITIAL, SIGN AND RETURN BOTH COPIES FOR OUR SIGNATURE.**

Initials \_\_\_\_\_

Initials \_\_\_\_\_



GENERAL CONTRACTOR  
TENNIS COURT CONSTRUCTION

January 30, 2019

Customer: River Heights City

Subject: 3 Tennis Courts @ City Park

Thank you for considering Parkin Tennis Courts for your project listed above:

- Remove and haul off Tennis Court fence, 2' off asphalt around Tennis Courts and net post footings. Import, place and compact 2" of roadbase over asphalt. Form and pour 5" thick Post Tension slab 164'x120' with thickened edge. Supply and install 665 ln.ft. of 10' black vinyl coated fence. Supply 3 coats of acrylic surface 2 are to be color coats with Tennis 3 line on 3 Courts. Supply and install 3 Douglas Tennis Net post and Nets

TOTAL.....\$168,000.00

**BREAKDOWN FOR SOME WORK THE CITY COULD PERFORM AND DEDUCT FROM ABOVE PRICE**

Remove existing tennis fence 568 ln. ft.....\$2,200.00  
 Sawcut and remove 2' of asphalt around court with concrete curb.....\$3,500.00  
 Sawcut and remove 6 net post footings with center anchors.....\$1,400.00  
 If the existing fence was to be modified and reinstalled.....\$14,000.00(WOULDN'T RECOMMEND THIS OPTION)

Websites to visit:  
<http://www.parkintennis.com>

Exclusions: Permits, grass or sod removal, fees, repair of any damage to concrete thru the access area, repair to any landscaping, sod or sprinklers. Home run electrical and panel connection

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and hereby accepted. C&C Inc. d.b.a. Parkin Tennis Courts is authorized to do the work as specified. Payment will be made as outlined below.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date of acceptance \_\_\_\_\_

Thanks  
Tyler Cella  
Parkin Tennis Courts.  
801-300-2020  
E-mail: [tcella.cc@gmail.com](mailto:tcella.cc@gmail.com)

INTERLOCAL AGREEMENT

This agreement is made by and between the City of River Heights, hereinafter referred to as "City" and the South Cache Soccer League, hereinafter referred to as "League."

WHEREAS, League desires to use the City fields at 780 East 600 South (south of the River Heights Elementary) for soccer, and

WHEREAS, League would like to use the fields between March and October, and

WHEREAS, City intends to allow the League to use the fields, in conjunction with other local sports organizations.

NOW THEREFORE, the City and League agree to the following:

1. City agrees to:
  - a. Allow the League to use the fields after school hours and during the summer
  - b. Provide a port-a-potty April through September
  - c. Oversee the fields
  - d. Work with Cache County School District to keep the lawn mowed and watered
  
2. League agrees to:
  - a. Cover all costs associated with soccer
  - b. Paint fields
  - c. Schedule fields (Teams with River Heights residents be given priority for home field.)
  - d. Vacate the fields at any time the City feels they are being overused

RIVER HEIGHTS CITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

SOUTH CACHE SOCCER LEAGUE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_