

# River Heights City

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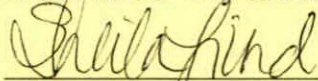
## COUNCIL MEETING AGENDA

**Tuesday, February 13, 2018**

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.

- 6:30 p.m. Opening Remarks (Wright) and Pledge of Allegiance (Thatcher)
- 6:35 p.m. Adoption of Previous Minutes and Agenda
  - Pay Bills
  - Finance Director Report
  - Purchase Requisitions
  - Public Works Report
  - Administrative Report
  - Public Comment (limit 3 minutes each)
- 6:45 p.m. Discuss Riverdale Requests
- 6:50 p.m. Review and Approve Tennis Court Bids
- 7:05 p.m. 700 South Sidewalk
- 7:10 p.m. Approval of Inter-City Sewage Treatment Service Agreement
- 7:15 p.m. Mayor and Council Reports
- 7:30 p.m. Adjourn

Posted this 8<sup>th</sup> day of February 2018



Sheila Lind, Recorder

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

# River Heights City

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## Council Meeting

February 13, 2018

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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 Finance Director Clifford Grover  
18 Treasurer Wendy Wilker  
19

20 Others Present: James and Gayle Brackner, Cindy Schaub, Dennis  
21 Rhoton, Darlene Craney, Heather Lehnig  
22

23  
24 The following motions were made during the meeting:

25  
26 Motion #1

27 Councilmember Clausen moved to "adopt the minutes of the January 23, 2018 Council  
28 Meeting and the evening's agenda." Councilmember Scott seconded the motion, which passed with  
29 Clausen, Scott, Thatcher, Wilson and Wright in favor. No one opposed.  
30

31 Motion #2

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

36 Motion #3

37 Councilmember Wright moved to "ask Councilmember Wilson to prepare an application for  
38 RAPZ tax funding for new post tension tennis courts, based on the Tennis and Track Co. proposal.  
39 The city is willing to contribute \$35,000 toward the project cost." Councilmember Thatcher seconded  
40 the motion, which carried with Clausen, Scott, Thatcher, Wilson and Wright in favor.  
41

42 Motion #4

43 Councilmember Clausen moved to "approve the Inter-City Sewage Treatment Service  
44 Agreement that has been presented to us." Councilmember Scott seconded the motion, which carried  
45 with Councilmembers Clausen, Scott, Thatcher and Wright in favor. Wilson opposed.

Proceedings of the Meeting:

The River Heights City Council met at 6:30 p.m. in the Ervin R. Crosbie Council Chambers in the River Heights City Building on Tuesday, February 13, 2018. Councilmember Clausen opened the meeting with a thought. Councilmember Thatcher led the group in the Pledge of Allegiance.

Adoption of Previous Minutes and Agenda: Minutes of the January 23, 2018 Council Meeting, were reviewed.

**Councilmember Clausen moved to “adopt the minutes of the January 23, 2018 Council Meeting and the evening’s agenda.” Councilmember Scott seconded the motion, which passed with Clausen, Scott, Thatcher, Wilson and Wright in favor. No one opposed.**

Pay Bills: The bills were presented and discussed.

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

Finance Director Report: FD Grover showed the city was tracking ahead due to the raise in impact fees for water and sewer. Everything else was running normal.

Purchase Requisition: There were none.

Public Works Report and Discussion: PWD Nelson reported on the following:

- Rocky Mountain Power has investigated Conservice’s outdoor lights and found Conservice is being billed for their parking lot lights. When the lights were installed they did two circuits. RMP now bills their service charge in an annual service fee, not monthly, which is what the last bill was. The lights hadn’t ever been tied into the meter so it was still reading zero. The city was getting billed RMP’s minimum fee. Kenrick has now tied River Heights City’s lights into the meter. In a few months the city will get a larger bill to make up for the power usage that wasn’t billed during the time the meter wasn’t working. The city will continue to be billed for the lights on 100 East and 800 South.
- There are five vehicles parked in the parking lot of the Old Church. The Utah Festival Opera Company shouldn’t have more than two per their agreement with the City. Mayor Rasmussen will add this to the list of items they need to finish up on the building. Councilmember Thatcher asked why they only get two permits. PWD Nelson said it’s to prevent them from storing junk cars. They rent the building, not the parking lot.
- Mr. Nelson discussed a parking problem with Conservice employees. The City has painted parallel parking stalls on 800 South for them to use and not allowed parking on 100 East, west of their building. However, now they are parking on 100 East in Providence, in front of Cobblestone. Providence doesn’t like this because these spaces are for Cobblestone’s guests. The River Heights code states a commercial business needs to keep parking on their own site. Past Mayor Brackner stated Conservice had asked him if the City could paint angled parking on 800 South. PWD Nelson said 800 South is too narrow for this. Councilmember Clausen suggested making a note to put on the cars explaining they are parked illegally. Councilmember Thatcher suggested explaining the problem to Conservice management. She asked if there aren’t enough parking spaces or they are finding spots that are closest to the building. Mr. Nelson answered, it’s both. Mayor Rasmussen said Conservice management should be made aware of the problem. He is willing to talk to them. FD Grover suggested finding out how Logan City deals with university students parking in their neighborhoods. Mr. Nelson said when cars are parked on 100 East it causes visibility issues because of the curve on the road. Treasurer Wilker said Nyman Mortuary has had problems with Conservice

employees parking in their lot. She mentioned another problem are the food vans that unload in 'no parking' areas and block Providence businesses while they unload.

- Ryann's Place Playground is needing bark this year. He figures a truckload should do it, which will cost \$3,000. Councilmember Wilson will call Craig Adams to see if they have money in their park budget.
- Treasurer Wilker reported that the mortuary has had problems with car theft during funerals. One time a car was actually stolen. They are investigating and have asked the sheriff to patrol during funerals when they can. She thought the Council should be aware since it's happening in River Heights.

Administrative Report: Recorder Lind didn't have anything.

Public Comment: There was none.

Discuss Riverdale Requests: Mayor Rasmussen reported he has a meeting scheduled with Logan City and Wasatch Properties to hammer out what was promised before the apartments were started and what can be negotiated at this point. He will also discuss with them the future 700 South sidewalk between 100 East and 300 East.

Review and Approve Tennis Court Bids: Councilmember Wilson discussed the post tension tennis court proposals. Parkin Tennis Courts bid \$169,640. Tennis and Track bid \$165,000. Both bids are around \$15,000 more than five years ago. Both give options for sweat equity and both do not include irrigation and landscape repair.

Councilmember Wilson explained they could apply for RAPZ funding two years in a row since they allow two years to complete a project. Before applying, she will verify this. She has also heard that if entities lobby to the right people, they could get awarded more. Councilmember Thatcher suggested talking to individual County Council members to let them know how important this project is to River Heights.

Councilmember Clausen asked how much the City was willing to pledge to the project. Councilmember Wilson felt 20% (\$35,000) would be appropriate, which would include the sweat equity. PWD Nelson felt reinstallation of the fence should be part of the project since the contractor would have all the equipment needed for this.

Councilmember Wright asked, if the city doesn't get awarded enough from RAPZ, can we respectfully deny the money without ruining our chances in the future. This was unsure.

Councilmember Wilson asked the Council if they would be willing to commit the \$35,000.

Councilmember Scott opened a discussion about the possibility of going with the patch job or resurfacing. How much life would this add to the courts? They decided they don't want to spend \$34,000 on resurfacing, but would consider paying \$825 for crack repair.

Councilmember Wright asked about the capital projects priority list. Councilmember Wilson said the tennis courts have been on the list for a number of years. She feels she has been saving some money for this each year. Other projects on the list are repair of 400 South road and the installation of 700 South sidewalk. Mr. Wright wonders if it's wise to spend money on the courts this year or wait until next year. PWD Nelson suggested they may want to add the Old School to the capital projects list, if there are expenses up front.

The Council agreed to pledge \$35,000 for the courts.

**Councilmember Wright moved to "ask Councilmember Wilson to prepare an application for RAPZ tax funding for new post tension tennis courts, based on the Tennis and Track Co. proposal: The city is willing to contribute \$35,000 toward the project cost." Councilmember Thatcher seconded the motion, which carried with Clausen, Scott, Thatcher, Wilson and Wright in favor.**

139 Councilmember Wilson informed that RAPZ money could be used for tearing down a building  
140 to make a park.

141 Mayor Rasmussen asked Councilmember Wilson to let the Council know what she finds out  
142 from the County.

143 PWD Nelson suggested if the tennis courts get redone, it would be a good time to upgrade the  
144 sprinkling system since it currently has very little pressure at the end of the line. He thought it would  
145 cost around \$12,000 for sprinklers and landscaping. He was unsure if sprinklers could be part of the  
146 grant. Councilmember Wilson said they would have the answer to this at budget time. They decided  
147 to separate the sprinklers from the city's contribution (of \$35,000). Mr. Nelson will get some bids as  
148 soon as possible. She would like to specify on the grant application, which items would be included in  
149 the sweat equity.

150 700 South Sidewalk: Mayor Rasmussen reported he is still trying to get a hold of Anna Marie  
151 Anderson to discuss her property for the sidewalk. Attorney Jenkins is ready to issue the final letter to  
152 her before completing eminent domain for the property. Also needed are signatures on a plat of the  
153 project. He has been working with Engineer Rasmussen and should have things figured out by the first  
154 of March. However, we can put the project out to bid before that.

155 Approval of Inter-City Sewage Treatment Service Agreement: Mayor Rasmussen reminded  
156 there are two different sewer agreements. One is to belong to the rate setting committee, which sets  
157 the rate for sewage treatment. The second agreement is for Logan to accept our waste and River  
158 Heights purchase the service of transporting it to their treatment facility. The first agreement has been  
159 signed. The second is on the table. Past Mayor Jim Brackner informed that River Heights has been  
160 paying both rates since July 1, 2017. Councilmember Wilson was concerned with how much time is  
161 allowed for River Heights to get out of the contract, if that becomes necessary. The contract states it  
162 will renew every 2 years unless it is terminated by either party, with a six month notice.

163 Councilmember Wright remembered there was some concern with the language as presented by  
164 Logan and asked if those issues had been addressed. Mayor Rasmussen answered 'yes,' and informed  
165 that Attorney Jenkins has said he feels okay about it, although it's heavy handed on Logan's side. Past  
166 Mayor Brackner informed, the two city attorneys have negotiated it five times. Mayor Rasmussen has  
167 reviewed past litigations between River Heights and Logan, and is of the opinion this contract is a  
168 good faith effort to let Logan know we are interested in using their facility. Mr. Brackner confirmed  
169 there wasn't anything in the contract that would give River Heights great heartburn.

170 Mayor Rasmussen explained the main parts of the agreement.

171 PWD Nelson stated he has been requesting the monthly reads from Logan, which he has  
172 received a few times, but not for the last few months and feels it may be related to the fact that we  
173 haven't signed this contract yet. The agreement states the city can request these readings.

174 **Councilmember Clausen moved to "approve the Inter-City Sewage Treatment Service  
175 Agreement that has been presented to us." Councilmember Scott seconded the motion, which  
176 carried with Councilmembers Clausen, Scott, Thatcher and Wright in favor. Wilson opposed.**

177 Councilmember Wilson asked Mayor Rasmussen if he is feeling pressure from Logan at the  
178 Rate Setting Meetings concerning that River Heights hasn't been fair. Mr. Rasmussen said he isn't  
179 getting that feeling.

180 PWD Nelson informed Nibley's sewer rate is going up to \$48/month.

181 Mayor and Council Reports: Mayor Rasmussen invited Sheriff Chad Jensen to give a report.  
182 Mr. Jensen said contract time is coming up. They are not planning to raise rates, however, the City can  
183 decide to increase their hours, if desired. Mr. Jensen explained how their hours are calculated. The  
184 contract covers patrol and visibility. Tax dollars cover the other things. River Heights contracts for

187 211 hours/year which costs about \$7,000, above what tax dollars cover. They have spent 1100 hours  
188 in River Heights, which includes everything. Three hours/day there is a patrol car in River Heights. In  
189 the summer things get busier.

190 PWD Nelson asked if they could spend 1-2 hours/day during the winter months writing parking  
191 tickets. Sheriff Jensen said his guys are already doing this, but admitted they have been more lax this  
192 year because there hasn't been much snow. He discussed the number of citations they've issued over  
193 the last year.

194 Councilmember Thatcher asked if there had been a lot of traffic accidents at the 700 South 100  
195 East intersection. He said they have spent a lot of time there, but he can't recall a certain number of  
196 crashes.

197 Recorder Lind asked who they should contact when they need to talk with an officer. Sheriff  
198 Jensen said they have shaken up the deputy's duties and she could call him to find out who the River  
199 Heights contact is. They are down 13 people in their office and are having a hard time filling their  
200 positions.

201 Councilmember Wilson asked about the investigation at the Nyman property. Sheriff Jensen  
202 verified there were a number of vehicle burglaries, which they are working on. Dolly Craney asked if  
203 the cars were locked and was told they were not. Mr. Jensen encouraged everyone to always lock their  
204 doors. There are drug problems, which lead to property crimes. He explained the State's justice  
205 reinvestment program, which has some problems.

206 Sheriff Jensen asked for everyone's email addresses so he can send them each a copy of the  
207 monthly report. Recorder Lind will send them to him.

208 Councilmember Thatcher reported meeting with past Councilmember Geoff Smith last week to  
209 find out her duties. She will be sending out letters to invite young women to be part of the city royalty.

210 Mayor Rasmussen informed there have been a couple council duty changes. Councilmember  
211 Clausen will be over roads and he (the mayor) will retain youth council.

212 Councilmember Clausen asked Mayor Rasmussen if he'd heard anything from Ironwood. Mr.  
213 Rasmussen gathers they are trying to get 17 acres annexed into Providence and maybe the remainder  
214 will be in River Heights. He is planning to meet with Jeff Jackson at some point to find out more of  
215 their intentions. He's heard they are finishing up the deal to purchase the Church property.

216 Councilmember Wilson said T-ball will be coming up.

217 Councilmember Wright informed that Jake Zollinger has resigned from the Planning  
218 Commission. There will likely be another vacancy next month. He reminded that positions are filled  
219 by appointment from the mayor after advice and consent of the Council. There are 3 people interested  
220 in serving on the Commission at this time: Ryan Keenan, Heather Lehnig and Chris Milbank. They  
221 were each asked to submit a letter to the city, which he forwarded to the mayor. He'd like to have  
222 discussion and appointments on the next council agenda. He explained that openings come up  
223 periodically and asked the council members to submit names anytime. Mayor Rasmussen will forward  
224 the letters submitted so far, to the Council for review. He asked council members to submit other  
225 names if they have them.

226 The meeting adjourned at 8:15 p.m.

227  
228 \_\_\_\_\_  
229 Sheila Lind, Recorder

230 \_\_\_\_\_  
231 Todd A. Rasmussen, Mayor

River Heights City Bills To Be Paid

February 13, 2018

	Payee	Description	Admin.	P&Z	Parks/Rec	Pub. Safety	Com. Aff.	Roads	Water	Sewer	Total
1	AT&T Mobility	Final Cell Phone Billing/Went to Verizon	\$58.06						\$58.07	\$58.06	\$174.19
2	Bear River Health Department	Water Coliform Testing							\$40.00		\$40.00
3	Bridgerland-Cache Animal Hospital	Dog Boarding-Unclaimed				\$107.50					\$107.50
4	Cache County Corporation	Annual Trails Coordinator Fee						\$892.40			\$892.40
5	Carr Printing Co.	Election Ballots and Supplies	\$1,004.86								\$1,004.86
6	Chevron & Texaco	Fuel Charges for City Vehicles			\$27.97			\$27.98	\$27.98	\$27.98	\$111.91
7	Clifford Grover	Keyboard & Mouse	\$70.85								\$70.85
8	Forsgren Associates, Inc.	700 South Sidewalk-100 to 600 East						\$2,866.25			\$2,866.25
9	Freedom Mailing Services, Inc.	Monthly Bill Processing	\$140.15						\$46.72	\$46.72	\$233.59
10	IPACO, Inc.	Mower Maintenance Supplies			\$6.68			\$6.68	\$6.68	\$6.68	\$26.72
11	Kendrick Electric	Conservice Pole Switch						\$110.00			\$110.00
12	Rocky Mountain Power	Electricity	\$95.07		\$84.80	\$25.48		\$1,203.44	\$1,689.48	\$51.46	\$3,149.73
13	Secure Instant Payments, LLC	Monthly Billing for Online Services	\$12.49						\$12.48	\$12.48	\$37.45
14	Sunrise Environmental Scientific	Restroom & Shop Supplies			\$282.01			\$38.89	\$38.90	\$38.90	\$398.70
15	U.S. Postmaster	Stamps	\$23.66						\$23.67	\$23.67	\$71.00
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	<b>Page 1 SubTotals</b>		<b>\$1,405.14</b>		<b>\$401.46</b>	<b>\$132.98</b>		<b>\$5,145.64</b>	<b>\$1,943.98</b>	<b>\$265.95</b>	<b>\$9,295.15</b>

Page 1 Total Amount to be \$9,295.15



River Heights City  
 Financial Summary  
 February 13, 2018

		<b>Cash Balance By Fund</b>		<b>Net Change</b>	<b>% of Total</b>
		<b>01/31/18</b>	<b>02/13/18</b>		
General Fund		224,688.34	219,313.95	(5,374.39)	14.94%
Capital Projects Fund		52,487.04	52,487.04	-	3.58%
Water Fund		359,934.70	363,257.04	3,322.34	24.75%
Sewer Fund		829,293.22	832,493.43	3,200.21	56.73%
<b>Total Cash Balance</b>		<b><u>1,466,403.30</u></b>	<b><u>1,467,551.46</u></b>	<b><u>1,148.16</u></b>	100.00%

		<b>YTD Actual</b>	<b>Annual Budget</b>	<b>Unexpended Budget</b>	<b>% Of Budget Incurred</b>	<b>% Of Time Incurred</b>
<b>General Fund</b>						
Revenue		537,769.04	767,990.00	230,220.96	70.02%	62.47%
Expenditures						
	Administrative	98,669.92	160,120.00	61,450.08	61.62%	62.47%
	Office	10,211.48	14,975.00	4,763.52	68.19%	62.47%
	Community Affairs	9,794.90	22,600.00	12,805.10	43.34%	62.47%
	Planning & Zoning	11,226.58	7,100.00	(4,126.58)	158.12%	62.47%
	Public Safety	68,545.05	99,460.00	30,914.95	68.92%	62.47%
	Roads	50,514.19	104,150.00	53,635.81	48.50%	62.47%
	Parks & Recreation	37,241.18	80,846.00	43,604.82	46.06%	62.47%
	Sanitation	84,376.35	144,000.00	59,623.65	58.59%	62.47%
	Transfer To CP Fund	-	100,000.00	100,000.00		
Total Expenditures		<u>370,579.65</u>	<u>733,251.00</u>	<u>362,671.35</u>	50.54%	62.47%
<b>Net Revenue Over Expenditures</b>		<b><u>167,189.39</u></b>	<b><u>34,739.00</u></b>	<b><u>(132,450.39)</u></b>		
<b>Capital Projects Fund</b>						
Revenue		353.92	50.00	(303.92)		62.47%
Transfer From General Fund			375,000.00	375,000.00		
Expenditures						
	Administrative	4,900.00	35,000.00	30,100.00		62.47%
	Parks & Recreation	114.90	-	(114.90)		62.47%
	Roads	65,168.11	420,000.00	354,831.89		62.47%
	Electricity	-	4,162.74	4,162.74		62.47%
Total Expenditures		<u>70,183.01</u>	<u>459,162.74</u>	<u>388,979.73</u>		62.47%
<b>Net Revenue Over Expenditures</b>		<b><u>(69,829.09)</u></b>	<b><u>(84,112.74)</u></b>	<b><u>(14,283.65)</u></b>		
<b>Water Fund</b>						
Revenue		290,943.41	332,480.00	41,536.59	87.51%	62.47%
Expenditures		<u>169,998.92</u>	<u>241,305.00</u>	<u>71,306.08</u>	70.45%	62.47%
<b>Net Revenue Over Expenditures</b>		<b><u>120,944.49</u></b>	<b><u>91,175.00</u></b>	<b><u>(29,769.49)</u></b>		
<b>Sewer Fund</b>						
Revenue		206,635.76	231,300.00	24,664.24	89.34%	62.47%
Expenditures		<u>168,458.71</u>	<u>259,411.00</u>	<u>90,952.29</u>	64.94%	62.47%
<b>Net Revenue Over Expenditures</b>		<b><u>38,177.05</u></b>	<b><u>(28,111.00)</u></b>	<b><u>(66,288.05)</u></b>		





**PARKIN TENNIS COURTS**  
Woodscross, Utah

JAN 24, 2018

Customer: RIVER HEIGHTS CITY

Subject: 3 TENNIS COURTS AT CITY PARK

Thank for you 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 arc to be color coats with Tennis 3 line on 3 Courts  
Supply and install 3 Douglas Tennis Net post and Ncts

TOTAL.....\$169,640.00

**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)

**EXCLUSIONS:** Landscape and sprinkler repairs, Permits, Fees, Testing

Scan Larsen  
Parkin Tennis Courts.  
801-598-9940  
E-mail: slarsen.co@gmail.com

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



### Budget

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 29, 2018 Expiration Date: 08/18

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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.

**Budget Cost: \$165,000**

Initials \_\_\_\_\_

Initials \_\_\_\_\_

# Courts Unlimited

TENNIS COURT CONSTRUCTION AND  
RESURFACING

12407 South 1450 West • Riverton, Utah 84065

Phone: 801-891-6236

E-mail: [courtsunlimited@msn.com](mailto:courtsunlimited@msn.com)

Web: [www.courtsunlimitedutah.com](http://www.courtsunlimitedutah.com)



Date: January 20, 2018

Quoted River Heights City  
To: Attention: Dixie Wilson  
435-757-6841  
435-752-6446

## TENNIS COURT CRACK REPAIR BID

<b>Description:</b> Repair 3 tennis courts.	
Fill and level 150 FT of new crack. Apply paint over cracks with matching color. Apply white line paint as needed.	\$825.00
<b>Total Amount:</b>	<b>\$825.00</b>
<b>CRACKS ARE NOT GUARANTEED</b>	

More information on Deco Turf tennis court paint is available at  
[www.decoturf.com](http://www.decoturf.com).

# Courts Unlimited

TENNIS COURT CONSTRUCTION AND  
RESURFACING

12407 South 1450 West • Riverton, Utah 84065

Phone: 801-891-6236

E-mail: [courtsunlimited@msn.com](mailto:courtsunlimited@msn.com)

Web: [www.courtsunlimitedutah.com](http://www.courtsunlimitedutah.com)



Date: January 20, 2018

Quoted River Heights City  
To: Attention: Dixie Wilson  
435-757-6841  
435-752-6446

## TENNIS COURT RESURFACE BID

<b>Description:</b> Resurface 3 tennis courts.	
Remove old Crack Repair System. Powerwash and remove all loose material. Fill cracks and level puddle areas. Install Crack Repair System on 720FT of structural crack.	\$15,120.00
Apply one coat AFC. Apply two coats Decocolor – customer's choice. Apply three sets 2" tennis lines. Apply one set 2" pickleball lines.	\$19,500.00
<b>Total Amount:</b>	<b>\$34,620.00</b>
<b>CRACKS ARE NOT GUARANTEED</b>	

More information on Deco Turf tennis court paint is available at  
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## INTER-CITY SEWAGE TREATMENT SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 13th day of February, 2018 by and between the CITY OF LOGAN, hereinafter "LOGAN", and the CITY OF RIVER HEIGHTS, hereinafter "RIVER HEIGHTS":

### WITNESSETH:

WHEREAS, RIVER HEIGHTS presently has no sewage treatment system; and

WHEREAS, LOGAN has a sewage treatment facility, capable of handling and treating the sewage of RIVER HEIGHTS; and

NOW THEREFORE, in consideration of the mutual covenants and undertakings hereinafter stated to which each party hereby binds and commits itself, it is agreed as follows:

1. RIVER HEIGHTS will grant appropriate enforcement authority to LOGAN, to act as the agent and representative of RIVER HEIGHTS, to enforce pre-treatment requirements in conjunction with operation of the RIVER HEIGHTS sewer collection system. This includes the ability and legal authority to impose fines, penalties, and other actions as necessary to assure the integrity and safe operation of the sewage treatment system. The enforcement authority granted to LOGAN by RIVER HEIGHTS does not relieve RIVER HEIGHTS from its enforcement responsibilities pursuant to this agreement and federal, state and local laws and regulations.
2. Transportation to LOGAN Trunk Line. RIVER HEIGHTS will provide the sewage collections system within its corporate limits at its sole cost and expense, and a trunk line extending from the collection system to a point at 1700 East of the intersection of 7<sup>th</sup> South and U.S. Hwy 91, where a connection will be made to the Logan City's fifteen-inch sewer trunk line. This point shall be referred to hereinafter as the "Main Collection Point."
3. Main Collection Point. At the Main Collection Point, a collection box and measuring device with attached recorder or totaling meter has been installed by LOGAN to the specifications acceptable to the Logan City Engineer to measure the volume of waste discharged through the trunk line into Logan City's trunk line.
4. Ownership/Maintenance. It is agreed that all lines above or on the RIVER HEIGHTS side of the Main Collection Point (the metering station) shall be owned and maintained by RIVER HEIGHTS. The ownership of pumps and metering station equipment at the Main Collection Point shall be owned by LOGAN. Maintenance shall be performed by

LOGAN. All lines (gravity and pressure), below or on the LOGAN side of said Main Collection Point (the metering station) shall be owned and maintained by LOGAN.

5. Meter. The measuring devices installed at any collection points, including the Main Collection Point, shall be installed and owned by LOGAN. RIVER HEIGHTS shall have the right to verify the meter readings and the devices at any time.
  
6. Acceptance of Permits and Sewage Waste. LOGAN agrees to accept the sewage waste from RIVER HEIGHTS so long as said sewage conforms to all requirements of federal, state and LOGAN laws and regulations, including pre-treatment and Local Limits Standards. RIVER HEIGHTS agrees to set up sewage collection and treatment ordinances that equal or exceed EPA and State requirements, as well as LOGAN standards. RIVER HEIGHTS also agrees to the establishment of user charges associated with the treatment of industrial and/or commercial wastes and that permits for the above be administered and approved by LOGAN. RIVER HEIGHTS hereby agrees to provide all necessary data to enable LOGAN to administer said permits. As a condition of connecting to the domestic sewer system, RIVER HEIGHTS will require industrial and commercial users to allow random, unannounced on-site inspections of pre-treatment facilities. RIVER HEIGHTS also grants to LOGAN authority to perform unannounced on-site, random inspections for pre-treatment purposes, as necessary, and to charge the sewage client for the same, and to allow LOGAN to charge pre-treatment clients with the costs of administering the program, at the same rate charged to LOGAN clients. RIVER HEIGHTS agrees to inform Logan City Environmental Department once every month for any potential new industries, businesses and any other commercial entities that could discharge materials that are subject to pre-treatment standards. RIVER HEIGHTS will also require these businesses to obtain pre-treatment permits from Logan City Permits and Compliance Division before RIVER HEIGHTS will issue building permits and licenses to do business in RIVER HEIGHTS, subject to LOGAN approving or denying all pretreatment permit applications within 30 days of a complete permit application being submitted to Logan. In the event LOGAN fails to respond to a complete application within 30 days, RIVER HEIGHTS may issue building permits and business licenses.
  
7. Payments. RIVER HEIGHTS agrees to pay LOGAN, and LOGAN agrees to receive from RIVER HEIGHTS, for treating and disposing of sewage waste, a regular fee as set forth in paragraph 8 of this Agreement. RIVER HEIGHTS further agrees to pay Logan, and Logan agrees to receive from RIVER HEIGHTS for accepting, conveying and transporting sewer waste a fee in the amount of .27 for each 1,000 gallons of waste as measured at the Collection Point. This fee may be adjusted in the future as described in paragraph 8. In no case will sewage treatment costs for RIVER HEIGHTS be subsidized



by or be less than those costs charged to equivalent customer classes for LOGAN customers.

8. Rates. It is agreed that fees charged to RIVER HEIGHTS will be as established and adjusted by the Regional Wastewater Treatment Rate Committee (hereinafter Rate Committee) that was created by interlocal agreement dated November 9<sup>th</sup>, 2015 (hereinafter Rate Committee Interlocal Agreement). In the event that the Rate Committee fails to act, the rates shall be set by Logan City pursuant to Section 15 of the Rate Committee Interlocal Agreement.
  
9. Regulated Users. RIVER HEIGHTS agrees that all regulated users within RIVER HEIGHTS boundaries will be required to obtain a pretreatment permit from LOGAN to enable LOGAN to monitor waste water quality, in accordance with federal, state, RIVER HEIGHTS and LOGAN regulations. Any charges for testing, sampling or other charges to regulated user, in addition to the base rate and charges made pursuant to the LOGAN pretreatment rate, including surcharge fees and fines, will be billed and collected directly by LOGAN. RIVER HEIGHTS shall be notified of any formal enforcement action taken by Logan against businesses located in RIVER HEIGHTS. LOGAN ordinances pertaining to the sewer system will have precedence and legal binding authority on all parties to this agreement.
  
10. Severability of Agreement. Savings Clause. If any provision of this Agreement is found to be in violation of law or unenforceable, then notwithstanding any other provision of this Agreement, the remaining provisions of the Agreement shall remain effective and be interpreted consistent with the remaining provisions to give effect to the mutual intent of the parties to the maximum extent allowed by law.
  
11. Uniform User Rules. RIVER HEIGHTS and LOGAN agree that uniform rules and regulations will be established to regulate, including but not limited to, the discharge of harmful substances into the sewage system in excess of minimum standards prescribed; the use of food waste disposal units for domestic and commercial food wastes entering the sanitary system; and the provision of adequate inspection of building, sewer and street construction to prevent such items from entering the sewer system. Enforcement of these provisions will be the responsibility of the entity owning the collection system.
  
12. Effective Period. This Agreement shall remain in effect for a period of two (2) years from the date hereof. It shall continue in effect for two-year periods thereafter unless terminated by either party by giving the other party six months written notice. In the event of a major change in projected growth rates and subsequent sewage flows, federal and state regulations, or capital improvement needs, both cities mutually pledge to renegotiate the terms of this agreement. In addition, any legislative changes that would

prohibit Logan's ability to transfer funds as set forth in Section 5 of the Rate Committee Interlocal Agreement shall give Logan the ability to terminate this Agreement early upon two-year notice.

13. Adoption and Compliance with Rules and Ordinances. So long as such rules or ordinances are in compliance with federal, state, and LOGAN regulations governing the treatment of sewage, RIVER HEIGHTS agrees to adopt rules and ordinances that equal or exceed those of LOGAN as they presently exist and as they may be amended or added upon, governing the discharge of water or materials of any kind into RIVER HEIGHTS's collection system and to be responsible for the administration and enforcement of said rules or ordinances. If after reasonable notice, RIVER HEIGHTS fails to take appropriate enforcement action against violators within their jurisdiction for violations of said rules or ordinances, LOGAN may take any action it deems appropriate, including not accepting waste at the collection point and/or terminating this agreement.
14. Conflict of Contract. In the event of a conflict of rules or law concerning this Agreement and the Regional Wastewater Treatment Rate Agreement, this Agreement shall govern.
15. Damages and Expenses. All costs, damages and expenses (including but not limited to attorney's fees and the reasonable value of equipment and employee time) incurred by a non-breaching party because of a default or a breach by a defaulting party of this Agreement, shall be born and paid by the defaulting party.
16. System Responsibility. Each party shall be responsible for their own collection system and trunk lines, and each agrees to indemnify and hold the others harmless for loss, damage or claims of any kind arising from their own acts or neglect relating to the installation or use of these collection system and trunk lines.
17. Authorization. The undersigned representative of each City confirms his or her authority to execute this agreement and represents that his or her governing body has authorized this agreement by resolution.

CITY OF LOGAN

ATTEST:

By \_\_\_\_\_  
Holly H. Daines Mayor

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

RIVER HEIGHTS CITY CORPORATION

ATTEST:

By \_\_\_\_\_  
Todd Rasmussen Mayor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Logan City Attorney

\_\_\_\_\_  
RIVER HEIGHTS City Attorney