

River Heights City

River Heights
City Council Agenda
Monday, December 30, 2024

Notice is hereby given that the River Heights City Council will hold their regular meeting at **6:30 p.m.**, anchored from the River Heights City Office Building at 520 S 500 E. Attendance can be in person or through Zoom.

Pledge of Allegiance

Opening Thought (Mathews)

Adoption of Previous Minutes and Agenda

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

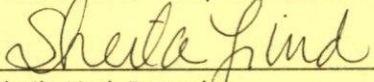
Public Comment

Approve Contract with Property Management Company for Management of Old School Rentals

Appointment of New Mayor to Serve the Remainder of Jason Thompson's Term

Adjourn

Posted this 27th day of December 2024



Sheila Lind, Recorder

Zoom Link: <https://us02web.zoom.us/j/87159788918>

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

December 30, 2024

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7 Present: Mayor Jason Thompson
8 Council members: Lana Hanover
9 Janet Mathews, electronic
10 Chris Milbank
11 Blake Wright
12 Public Works Director Clayton Nelson
13 Recorder Sheila Lind
14 Treasurer Michelle Jensen
15
16 Absent Councilmember Lance Pitcher
17
18 Others Present: Cindy Schaub, Michael Jarrett, Amanda Goddard, Noel
19 Cooley, Heather Lehnig, Kathy and Sophie Wright, Bryan
20 and Brittany Cascio, Josiah, Arlo, Miles, Abby, Henry, and
21 Pierce Thompson
22

23
24 The following motions were made during the meeting:
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26 Motion #1

27 Councilmember Milbank moved to “adopt the minutes of the council meeting of December 3,
28 2024, and the evening’s agenda.” Councilmember Mathews seconded the motion, which passed with
29 Hanover, Mathews, Milbank, and Wright in favor. No one opposed. Pitcher was absent.
30

31 Motion #2

32 Councilmember Wright moved to “approve the bills as presented.” Councilmember Milbank
33 seconded the motion which passed with Hanover, Mathews, Milbank, and Wright in favor. No one
34 opposed. Pitcher was absent.
35

36 Motion #3

37 Councilmember Wright moved to “accept the Management Agreement between the City and
38 Catalyst as presented.” Councilmember Milbank seconded the motion, which passed with Hanover,
39 Mathews, Milbank, and Wright in favor. No one opposed. Pitcher was absent.
40

41 Proceedings of the Meeting: 42

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44 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 Monday, December 30, 2024, for their regular council meeting.

46 Pledge of Allegiance and Opening Thought: Councilmember Mathews opened the meeting with a
47 prayer.

48 Adoption of Previous Minutes and Agenda: Minutes for the December 3, 2024, meeting were
49 reviewed.

50 **Councilmember Milbank moved to “adopt the minutes of the council meeting of December 3,
51 2024, and the evening’s agenda.” Councilmember Mathews seconded the motion, which passed with
52 Hanover, Mathews, Milbank, and Wright in favor. No one opposed. Pitcher was absent.**

53 Reports and Approval of Payments (Mayor, Council, Staff): There were no reports.

54 **Approval of Payments**

- 55 • Treasurer Jensen presented and answered questions concerning the bills. There was a slight
56 question about if the final few items had been finished up by Raymonds at the new park. The
57 Council planned to approve the Raymond bill but have Treasurer Jensen double check with the
58 city engineer prior to sending the check.

59 **Councilmember Wright moved to “approve the bills as presented.” Councilmember
60 Milbank seconded the motion which passed with Hanover, Mathews, Milbank, and Wright in
61 favor. No one opposed. Pitcher was absent.**

- 62 • Treasurer Jensen informed that Opticare had gone out of business. She had been working on
63 getting vision insurance through PEHP.

64 Public Comment: There was none.

65 Approve Contract with Property Management Company for Management of Old School Rentals:

66 Mayor Thompson explained the contract had gone back and forth between the city attorney and Catalyst.
67 Changes were made concerning remediation, arbitration and the amount the property manager could
68 spend on repairs without consent from the city. The mayor wanted quite a bit of communication
69 between them and the city during the first year.

70 Councilmember Wright asked how new tenant lease agreements would work. The mayor said
71 Attorney Jenkins had crafted the lease so that Catalyst would use the same one for each renter. The
72 property manager would sign on behalf of the city. However, they won’t have the authority to make
73 changes to the lease.

74 Councilmember Hanover asked about the rental rates going forward. The mayor reminded that
75 the council had set these rates, which would remain the same for each tenant, with a cost of living
76 increase of 3% each year.

77 Councilmember Wright asked if the Cache Valley Humanitarian Center’s lease and Brittany
78 Cascio’s lease were different. The mayor said they were the same except for the rates.

79 Councilmember Milbank questioned the purpose of the meeting scheduled for Thursday with
80 Catalyst. The mayor explained it was a workshop between the city employees and Catalyst’s team to ask
81 and answer questions about how things would be run.

82 Councilmember Wright asked about a lease up fee (listed in #8) in the amount of zero. The mayor
83 stated this fee was a charge the city would pay to the property manager when there was a vacancy. They
84 negotiated this to be zero.

85 Councilmember Milbank asked about the advertising fee, which had been discussed previously.
86 The mayor said the city opted not to pay a recurring advertising fee to fill vacancies. If they needed to
87 advertise, the city would reimburse them for the actual cost. The city will pay Catalyst 5.5% of gross rents
88 collected (excluding CAM fees).

89 Councilmember Milbank asked about janitorial services. The mayor said the property manager
90 would provide this, which would be covered by CAM fees.

91 Councilmember Mathews asked if the property manager would pay a fee to the city if they
92 terminated the lease early. The mayor responded that there wouldn't be a fee in this case.

93 Councilmember Wright moved to "accept the Management Agreement between the City and
94 Catalyst as presented." Councilmember Milbank seconded the motion, which passed with Hanover,
95 Mathews, Milbank, and Wright in favor. No one opposed. Pitcher was absent.

96 Appointment of New Mayor to Serve the Remainder of Jason Thompson's Term: Mayor Thompson
97 stated his resignation as River Heights City mayor would take place on December 30, 2024 when his
98 replacement was sworn in. He thanked the staff and council for the time he was able to spend with each
99 person. He felt a lot of great things were accomplished during the past three years due to the wonderful
100 people on the council. He appreciated their friendship and patience with him.

101 Councilmember Wright was the only person who submitted his name to fill the mayor position. He
102 thanked Mayor Thompson for his efforts over the past three years. He explained that he had worked with
103 the past four mayors and hoped he could live up to their examples. He intended to keep things on course
104 in the city. He planned to submit a letter of resignation from his seat on the council after being sworn in
105 as mayor.

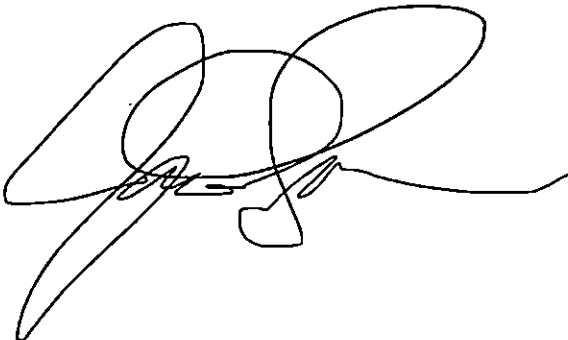
106 Mayor Thompson asked for a formal vote from the council to appoint Councilmember Wright to
107 replace him as mayor. Councilmembers Hanover, Milbank, and Mathews voted in favor. Pitcher was
108 absent and Wright recused himself.

109 Recorder Lind swore Mr. Wright in as mayor to fill the remainder of Mayor Thompson's term (of
110 one year).

111 The meeting adjourned at 7:10 p.m.
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Sheila Lind, Recorder

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Jason Thompson, Mayor

Report Criteria:

- Invoices with totals above \$0 included.
- Only paid invoices included.
- [Report]. Date Paid = 12/30/2024

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Sewer Department						
5240						
52-40-20	66	Caselle	137214	Monthly Support Charges	12/01/2024	98.33
52-40-25	623	Wonderware, Inc. dba Core Busin	INV-28939	CC Proccesing 2022	11/30/2024	12.81
52-40-26	633	Freedom Mailing Services	49298	Utility Bill Processing	12/04/2024	70.14
52-40-50	366	Zions Bank	2024_11 P-CA	Chevron \$82.65	11/01/2024	27.55
52-40-50	366	Zions Bank	2024_11 P-CA	Chevron \$112.99	11/01/2024	37.66
52-40-50	366	Zions Bank	2024_11 P-CA	Jiffy Lube - \$114.48	11/01/2024	38.16
52-40-50	366	Zions Bank	2024_11 P-CA	Maverik- \$90.10	11/01/2024	30.03
52-40-65	141	Intermountain Farmers Associat	1021858773	Boots - JW	12/11/2024	48.17
52-40-65	1098	Blue Collar Haulers	1571	Garbage Dumpsters	12/16/2024	83.59
52-40-75	246	Enbridge Gas	202412	Sewer Gas 6900830000	12/11/2024	144.77
52-40-77	380	Rocky Mountain Power	202412	Item 16	12/04/2024	2.78
52-40-77	380	Rocky Mountain Power	202412	Item 24	12/04/2024	11.44
52-40-77	380	Rocky Mountain Power	202412	Item 9	12/04/2024	21.18
52-40-78	995	Ask AllTech LLC	A7137-469	Sewer Phones	12/16/2024	24.32
52-40-78	995	Ask AllTech LLC	A7137-516	Sewer Phones	12/17/2024	366.74
52-40-79	80	Comcast	202501	Internet - Sewer	12/30/2024	29.84
52-40-80	76	City Of Logan	202501	029017-001 Sewer Pretreat	12/17/2024	12,667.01
Total 5240:						13,714.52

Water Department

5140						
51-40-20	66	Caselle	137214	Monthly Support Charges	12/01/2024	98.32
51-40-25	623	Wonderware, Inc. dba Core Busin	INV-28939	CC Proccesing 2022	11/30/2024	12.82
51-40-26	633	Freedom Mailing Services	49298	Utility Bill Processing	12/04/2024	70.14
51-40-50	366	Zions Bank	2024_11 P-CA	Chevron \$82.65	11/01/2024	27.55
51-40-50	366	Zions Bank	2024_11 P-CA	Chevron \$112.99	11/01/2024	37.66
51-40-50	366	Zions Bank	2024_11 P-CA	Jiffy Lube - \$114.48	11/01/2024	38.16
51-40-50	366	Zions Bank	2024_11 P-CA	Maverik- \$90.10	11/01/2024	30.04
51-40-50	366	Zions Bank	2024_11 P-CA	Maverik - \$49.00	11/01/2024	16.33
51-40-50	366	Zions Bank	2024_11 P-CA	Maverik - \$49.00	11/01/2024	16.34
51-40-51	188	Logan City	202412_1	003789-001	12/11/2024	156.44
51-40-51	188	Logan City	202501	003992	12/18/2024	35.51
51-40-51	188	Logan City	202501	003993	12/18/2024	30.23
51-40-51	188	Logan City	202501	003994	12/18/2024	39.03
51-40-51	188	Logan City	202501	003995	12/18/2024	31.99
51-40-51	188	Logan City	202501	003996	12/18/2024	39.03
51-40-51	188	Logan City	202501	003997	12/18/2024	37.27
51-40-51	188	Logan City	202501	020975	12/18/2024	17.15
51-40-51	188	Logan City	202501	021927	12/18/2024	33.75
51-40-60	243	Providence Logan Irrigation Co	202501	Prolog water fees	12/30/2024	3,445.00
51-40-60	243	Providence Logan Irrigation Co	202501	Prolog water fees	12/30/2024	650.00
51-40-65	137	Hydro Specialties Company	29041	Superior Regulator	11/26/2024	1,786.22
51-40-65	141	Intermountain Farmers Associat	1021858773	Boots - JW	12/11/2024	48.17
51-40-65	877	Core & Main	W143929	51-40-65 Water Leak	12/10/2024	2,098.22
51-40-65	1098	Blue Collar Haulers	1571	Garbage Dumpsters	12/16/2024	83.59
51-40-75	246	Enbridge Gas	202412	2053895762	12/11/2024	200.15
51-40-75	246	Enbridge Gas	202412	Water Gas 6900830000	12/11/2024	144.77
51-40-75	246	Enbridge Gas	202412	7191650000	12/11/2024	143.70
51-40-75	246	Enbridge Gas	202412	7953243487	12/11/2024	151.29
51-40-77	380	Rocky Mountain Power	202412	Item 16	12/04/2024	2.78

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
51-40-77	380	Rocky Mountain Power	202412	Item 21	12/04/2024	460.03
51-40-77	380	Rocky Mountain Power	202412	Item 23	12/04/2024	89.34
51-40-77	380	Rocky Mountain Power	202412	Item 7	12/04/2024	10.76
51-40-77	380	Rocky Mountain Power	202412	Item 8	12/04/2024	3,301.60
51-40-77	380	Rocky Mountain Power	202412	Item 9	12/04/2024	21.18
51-40-78	995	Ask AllTech LLC	A7137-469	Water Phones	12/16/2024	24.32
51-40-78	995	Ask AllTech LLC	A7137-516	Water Phones	12/17/2024	366.63
51-40-79	80	Comcast	202501	Internet - Water	12/30/2024	29.83
51-40-80	472	Thatcher Company	202410011847	Chlorine 51-40-80	12/09/2024	4,834.25
Total 5140:						18,659.59
Administration						
1041						
10-41-43	85	Daines and Jenkins, LLP	9841	City Legal Business	11/14/2024	1,647.00
10-41-65	141	Intermountain Farmers Associat	1021858773	Boots - JW	12/11/2024	48.16
10-41-65	1098	Blue Collar Haulers	1571	Garbage Dumpsters	12/16/2024	83.60
10-41-80	623	Wonderware, Inc. dba Core Busin	INV-28939	CC Proccesing 2022	11/30/2024	12.82
Total 1041:						1,791.58
Office Expenses						
1044						
10-44-10	366	Zions Bank	2024_11 P-CA	Sams Club	11/01/2024	97.92
10-44-10	366	Zions Bank	2024_11 P-CA	Sams Club	11/01/2024	104.25
10-44-10	366	Zions Bank	2024_11 P-CA	Amazon Mkt	11/01/2024	10.69
10-44-10	366	Zions Bank	2024_11 P-CA	Amazon - \$13.86	11/01/2024	13.86
10-44-10	633	Freedom Mailing Services	49298	Utility Bill Processing	12/04/2024	70.16
10-44-35	66	Caselle	137214	Monthly Support Charges	12/01/2024	98.35
10-44-45	844	Wasatch Document Solutions, Inc.	72981	Copies Dec 2024	12/09/2024	26.45
10-44-45	844	Wasatch Document Solutions, Inc.	72981	Copies Nov 2024 Overage	12/09/2024	57.77
10-44-50	1016	Rasmussen, Spencer	202412	Newsletter	12/14/2024	77.65
10-44-50	1141	Thompson, Josiah	202412	Newsletter	12/18/2024	122.35
10-44-55	633	Freedom Mailing Services	49298	Utility Bill Processing	12/04/2024	70.14
10-44-75	246	Enbridge Gas	202412	1049100000	12/11/2024	129.20
10-44-75	246	Enbridge Gas	202412	4012182621	12/11/2024	4,379.55
10-44-77	380	Rocky Mountain Power	202412	Item 20	12/04/2024	11.42
10-44-77	380	Rocky Mountain Power	202412	Item 12	12/04/2024	143.12
10-44-78	995	Ask AllTech LLC	A7137-469	Admin Phones	12/16/2024	24.32
10-44-78	995	Ask AllTech LLC	A7137-516	Admin Phones	12/17/2024	366.63
10-44-79	80	Comcast	202501	Internet - Office	12/30/2024	29.84
Total 1044:						5,833.67
Public Safety						
1054						
10-54-40	76	City Of Logan	202501	029017-001 911 Comm	12/17/2024	2,001.00
10-54-75	380	Rocky Mountain Power	202412	Item 16	12/04/2024	2.78
Total 1054:						2,003.78
Capital Projects						
4060						
40-60-03	1129	Raymond Construction	241105	Park - Phase #2	12/17/2024	81,218.01
40-60-04	634	Forsgren Associates, Inc.	18497	Stewart Hill Park - Const	11/25/2024	675.00
Total 4060:						81,893.01

GL Account Number	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Roads						
1060						
10-60-50	366	Zions Bank	2024_11 P-CA	Chevron \$82.65	11/01/2024	27.55
10-60-50	366	Zions Bank	2024_11 P-CA	Chevron \$112.99	11/01/2024	37.67
10-60-50	366	Zions Bank	2024_11 P-CA	Jiffy Lube - \$114.48	11/01/2024	38.16
10-60-50	366	Zions Bank	2024_11 P-CA	Maverik- \$90.10	11/01/2024	30.03
10-60-50	366	Zions Bank	2024_11 P-CA	Maverik - \$49.00	11/01/2024	16.33
10-60-60	380	Rocky Mountain Power	202412	Item 15	12/04/2024	119.80
10-60-60	380	Rocky Mountain Power	202412	Item 16	12/04/2024	2.78
10-60-60	380	Rocky Mountain Power	202412	Item 17	12/04/2024	399.28
10-60-60	380	Rocky Mountain Power	202412	Item 18	12/04/2024	11.42
10-60-60	380	Rocky Mountain Power	202412	Item 2	12/04/2024	13.78
10-60-60	380	Rocky Mountain Power	202412	Item 5	12/04/2024	1,288.34
10-60-60	380	Rocky Mountain Power	202412	Item 9	12/04/2024	21.18
10-60-60	380	Rocky Mountain Power	202412	Item 26	12/04/2024	22.51
10-60-75	246	Enbridge Gas	202412	Roads Gas 6900830000	12/11/2024	144.77
10-60-76	634	Forsgren Associates, Inc.	18496	Storm Water 10-60-76	11/25/2024	438.75
Total 1060:						2,612.35
Parks & Recreation						
1070						
10-70-45	490	Ag-Trac Enterprises, L.C.	7003943	Sprinker Winter Irrigation System	11/26/2024	550.00
10-70-75	246	Enbridge Gas	202412	1550009873	12/11/2024	14.32
10-70-75	246	Enbridge Gas	202412	Parks Gas 6900830000	12/11/2024	144.78
10-70-77	380	Rocky Mountain Power	202412	Item 16	12/04/2024	2.79
10-70-77	380	Rocky Mountain Power	202412	Item 10	12/04/2024	10.76
10-70-77	380	Rocky Mountain Power	202412	Item 11	12/04/2024	11.44
10-70-77	380	Rocky Mountain Power	202412	Item 13	12/04/2024	10.76
10-70-77	380	Rocky Mountain Power	202412	Item 9	12/04/2024	21.18
Total 1070:						766.03
School Building Expenses						
1075						
10-75-77	380	Rocky Mountain Power	202412	Item 16	12/04/2024	2.79
10-75-77	380	Rocky Mountain Power	202412	Item 16	12/04/2024	2.79
Total 1075:						5.58
Sanitation						
5490						
54-90-10	633	Freedom Mailing Services	49298	Utility Bill Processing	12/04/2024	70.14
54-90-10	1115	Waste Management Corp Svc	0061749-2514-	Garbage Service	12/02/2024	18,145.90
Total 5490:						18,216.04
Grand Totals:						145,496.15

<u>GL Account Number</u>	<u>Vendor</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Net Invoice Amount</u>
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Mayor: _____

Second Signayure : _____

Dated: _____

Report Criteria:

Invoices with totals above \$0 included.

Only paid invoices included.

[Report].Date Paid = 12/30/2024

Blake Wright

To: Sheila Lind



Sun 12/15/2024 8:07 PM

Hi Sheila,

I would like to be considered by the city council to complete the remainder of Jason Thompson's term as mayor of River Heights City. I, therefore, formally submit my name.

Please let me know if you need me to provide additional information.

Thanks,
Blake Wright



MANAGEMENT AGREEMENT

The undersigned Owner, hereby employs the undersigned Manager, Catalyst Property Management, exclusively to rent, lease, operate and manage real property situated at (property address):

_____.
And any additional property later added to this agreement (collectively "Property"), for the period beginning _____, 20____ and ending _____, 20____, at 11:59 p.m. Owner is to give Manager written notice 45 days prior to termination date to cancel management agreement. If manager does not receive written notice, then this agreement will automatically renew ANNUALLY for another one-year period.

Manager's Obligations:

Owner hereby confers upon the Manager the following, duties, authority and powers:

1. **Leasing:** To advertise the availability for rent of the Property or any part thereof and to display "For Rent" signs thereon; to execute leases, renewals or cancellations of leases relating to the Property; to determine and set rents and deposits; to terminate tenancies and to sign and serve for the Owner such notices as Manager deems appropriate; to provide Owner other services, such as, but not limited to instituting legal actions, evicting tenants; recover rents and other sums due; to settle, compromise and release such actions at the sole discretion of Manager.
2. **Rents and Deposits:** To collect rents and to collect and disburse security and other deposits; to deposit all receipts collected for Owner in a trust account with a qualified banking institution. Security deposits remain the possession of tenant, held in trust by Manager until final disposition of tenancy. Manager shall not incur any liability for bankruptcy or failure of the depository. Manager, at its own discretion and for a tenant charged fee, may occasionally allow a credit worthy Tenant to pay the deposit over a short series of payments to Manager to better facilitate the renting process. Should Tenant default on said payments, Manager will be responsible for and make the Owner whole for any deposit deficiency up to the contracted deposit amount upon Tenant vacating the premises.
3. **Service Contracts:** To execute contracts for electricity, gas, telephone, water, fuel and any other service contracts Manager deems necessary for the operation, safety and promotion of the property. Owner agrees to have utilities on while the Property is vacant during the marketing and leasing period including water, electricity and gas.
4. **Maintenance & Repairs:** To supervise and discharge all labour required for the operation and maintenance of the Property. To maintain the Property in case of vacancies. To take charge of repairs, preventative maintenance, decorating and alterations and to purchase supplies therefore. Manager agrees to obtain Owner's prior authorization for any and each expense item estimated to exceed \$0 except monthly or recurring operating charges (e.g. utilities, property taxes) or for tenant related charges or for emergency repairs or in the event the owner is not reasonably available for consultation, if the Manager deems such protection of the Property from damage or to perform services to the tenants provided for in their lease. Owner agrees to pay for any labour and materials provided. An account reserve of \$500 is required and will be maintained in the Owner's trust account with Management Company.
5. **Maintenance Costs:** In an effort to reduce costs and liability for property maintenance, Manager may employ experienced maintenance technicians who perform repairs and maintenance for Owners, on an as available basis, when cost savings can be rendered as compared to using outside vendors. Owner authorizes Manager to use Manager's employees to perform repair and maintenance services as needed.
6. **Disbursements:** To accrue and make disbursements from Owner's funds for: utilities, advertising, maintenance, repairs, materials, banking costs, collection fees, setup fees, legal fees, late fees,

refundable deposits, management fees and to remit monies to Owner or into Owner's other accounts. Manager is not required to perform collection services.

7. Periodic Statements: To render periodic itemized statements via the Owner's online portal of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. In the event disbursements shall exceed receipts, Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Manager's duties set forth herein.

Owner's Obligations:

8. Compensation: Owner agrees to pay Manager a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Manager as agent in any negotiations relative to the Property or any part thereof, which may have been initiated during the term hereof, and shall compensate Manager in accordance with the rates hereinafter. Management fees: 5.50% of gross rents collected (excluding CAM fees). Lease up fee of \$0 at the time of tenant placement. 50% of late fees paid by tenant. Such compensation is due and payable on demand and may be deducted by the Manager from receipts.

Owner acknowledges and agrees that Manager may receive fees and charges from: 1) tenants for processing credit applications, returned checks, late rents, requesting assignment of lease or sublease, verification of rent, administrative and processing fees, and for other services not in conflict with this agreement 2) perform any of its obligations under this Agreement or otherwise including products and services for the Property, through independent contractors or affiliated companies or organizations in which Management Company Principals may own an interest, and Management Company and/or the affiliated companies or organizations may receive commissions, mark-ups, fees, and/or profits arising from such products and services without limit, and 3) receive fees, gifts, rebates or other compensation from Management's vendors in connection with products or services performed for the Property or pursuant to this Agreement (e.g. carpet, painting, window covering, plumbing, pool, trash and insurance products and services).

9. Hold Harmless: Manager is not responsible or liable in any manner for damages, loss or injury to Owner caused by a tenant's breach of lease or for any other action of tenants.
10. Data and Records: Owner agrees to make available all data, records and documents pertaining to the Property which the Manager may require to properly exercise Manager's duties hereunder.
11. Account Balances: Owner agrees to immediately remit funds as requested by Manager if current rental income is insufficient to pay all expenses or falls below the minimum balance stated above. If Owner is unable or unwilling to send funds as requested by Manager in a timely manner, the following priority will apply when disbursing funds: fees and expenses associated with the operations of management, prearranged payments of mortgages and insurance, owner distributions. Owner agrees to pay late charges, interest charges, and other penalties caused by lack of insufficient funds.

Other Terms:

12. (Reserved)
13. Termination: This agreement supersedes all previous management agreements, both verbal and written. If Owner terminates the Agreement prior to the annual renewal date for any reason, Owner agrees to pay Manager an early termination fee equal to either to the greater of four month's management fees or the balance of the management fees for the months remaining on the lease term contract. Additionally, if Property is not rented at the time of premature termination, Owner will pay to Manager outstanding advertising and marketing balances. Both parties agree the early termination fee is not a penalty but liquidated damages to compensate Manager for the value of work reasonably estimated to be performed prior to termination. Upon settlement of any outstanding balances, Manager will deliver all leases, keys, ledgers, and monies due, if any, within 30 days.

14. Termination by Listing or Sale of Property: If Owner enters into an agreement with a non-affiliated Agent or lists for sale by Owner his/her property, Owner acknowledges this, in effect, is a notice of termination by Owner and Manager may, at Manager's discretion, terminate this contract by written notice. By entering into such arrangement, Owner agrees to the termination fees described above. However, Manager agrees that if Owner enters into a listing agreement to sell his/her property with an affiliate Agent, where Manager can reasonably accommodate and coordinate the Tenant's right to 'Quiet Enjoyment' and the Owner's right to sell his/her property, Manager will waive the termination fees.
15. Mediation and Arbitration: MANAGER AND OWNER AGREE TO MEDIATE ANY DISPUTE OR CLAIM BETWEEN THEM ARISING OUT OF THIS CONTRACT OR ANY RESULTING TRANSACTION BEFORE RESORTING TO COURT ACTION. The mediation fee, if any, shall be divided equally among the parties involved.
16. Entire Contract; Changes: If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be amended, modified, altered or changed except when provided in writing with 30 days advanced notice from Management Company.

Property Owner Information & Preferences

Owner 1: _____ Owner 2: _____
 (print name) (print name)

Owned by Corporation or LLC: Yes No If yes, name of Corp or LLC: _____

Tax ID Number associated with Property: _____ (for IRS 1099 preparation)

Percent ownership for each Owner: _____ (for 1099)

Select Only One:

Direct Deposit: Bank Name: _____ (alternately you may provide a void check)
 Routing Number: _____ Account Number: _____

OR

Issue Check: Name on Check: _____

Owner Mailing Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____

Cell Phone 1: _____ Cell Phone 2: _____

Primary Email: _____, belongs to: _____

Alternate Email: _____, belongs to: _____

I(We) Agree to the above terms and conditions.

Property Owner _____
(signature)

Date: _____

Property Owner _____
(signature)

Date: _____

By:
Catalyst Property Management
135 S Main St, Suite 100
Logan, UT 84321
Ph: 435-755-3010 Fax: 435-494-4262