7:00 PM REGULAR SESSION (CITY COUNCIL CHAMBERS)
Call to Order – Mayor Rod Mann
Invocation – Council Member Scott L. Smith
Pledge of Allegiance – Mayor Rod Mann

1. UNSCHEDULED PUBLIC APPEARANCES
Time has been set aside for the public to express their ideas, concerns, and comments. (Please limit comments to three minutes per person. Please state your name and address.)

2. PRESENTATIONS (35 minutes)
   a. TAP AWARD – ULGT Brent Oakeson
   b. EVENT UPDATE – Civic Events Manager Julie Tapusoa
   c. YOUTH COUNCIL REPORT – Youth Council Member
   d. UTA TRANSIT – UTA Trustee Board Member Kent Millington

3. CONSENT ITEMS (5 minutes)
   Items on the consent agenda are of a routine nature or have been previously studied by the City Council. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.
   a. ACTION: Approve Amended Resolution and Interlocal Agreement for the Community Development Block Grant (CDBG) Program
      The City Council will consider approving amendments to an amended resolution and Interlocal agreement with Utah County to participate in the CDBG Program. The Council will take appropriate action.

4. PUBLIC HEARING/ORDINANCE: ADJUSTING THE COMMON BOUNDARIES BETWEEN AMERICAN FORK AND HIGHLAND CITY (10 minutes)
   The Council will consider adopting an ordinance to adjust the common boundaries between American Fork and Highland City. The Council will take appropriate action.

5. ACTION: APPROVAL OF BID FOR THE RECONSTRUCTION OF THE CANTERBURY PARK CIRCLE NEIGHBORHOOD TENNIS COURT (30 minutes)
   The Council will consider approving the Parkin Construction bid of $129,685 and authorize the Mayor to enter into the appropriate contract for the reconstruction of the Canterbury Circle Neighborhood Park Tennis Court. The Council will take appropriate action.
6. **ACTION: APPROVAL OF A BID FOR THE REPLACEMENT OF THE AIR CONDITIONING UNITS AT CITY HALL AND JUSTICE CENTER (20 minutes)**

The Council will consider approving the Robert’s Mechanical bid of $115,876 for the replacement of the air conditioning units at City Hall and the Justice Center. The Council will take appropriate action.

7. **MAYOR/COUNCIL AND STAFF DISCUSSION AND COMMUNICATION ITEMS**

8. **FUTURE MEETINGS**

   a. **Future Meetings**

   - August 27, Canvass Election Returns, 6:00 pm, City Hall, Electronic Meeting
   - August 27, Planning Commission Meeting, 7:00 pm, City Hall
   - September 3, City Council Meeting, 7:00 pm, City Hall
   - September 10, City Council & Planning Commission Joint Meeting Moderate Income Housing Plan, 7:00 pm, City Hall

**ADJOURNMENT**

In accordance with Americans with Disabilities Act, Highland City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at (801) 772-4505 at least three days in advance of the meeting.

**ELECTRONIC PARTICIPATION**

Members of the City Council may participate electronically via telephone, Skype, or other electronic means during this meeting.

**CERTIFICATE OF POSTING**

I Cindy Quick, the duly appointed City Recorder certify that the foregoing agenda was posted in three public places within Highland City limits. The agenda was also posted at the principal office of the public body, on the Utah State website (http://pmn.utah.gov) and on Highland City's website (www.highlandcity.org).

Please note the order of agenda items are subject to change in order to accommodate the needs of the City Council, staff and the public.

*Posted and dated this 15th day of August, 2019*  
  Cindy Quick, MMC  
  City Recorder

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THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY COUNCIL MEETINGS.
STAFF RECOMMENDATION:
City Council authorize the Mayor to sign the Utah County CDBG Program Amended Interlocal Agreement.

BACKGROUND:
In 2016, Highland City opted out of the Interlocal Cooperation Agreement with Utah County to participate in the U.S Department of Housing and Urban Development’s (HUD) Community Development Block Grant (CDBG) Program. The Interlocal Cooperation Agreement was for Federal Fiscal Years 2017, 2018 and 2019 and successive 3 year periods thereafter.

The CDBG Program is a flexible program that provides communities in Utah County with resources to address a wide range of unique community development needs. Opting into the CDBG program does not require you to accept funding, however, it does allow your jurisdiction to be eligible to apply for funding. Examples of eligible projects include water/sewer and sidewalk improvements, senior center funding, and ADA improvements to city buildings.

On May 21, 2019 Highland City Council approved an Interlocal agreement to Opt-In for FY 2020, 2021, and 2022. Upon further review of the agreement provided, HUD’s team discovered that there was in issue with the wording in one of the paragraphs and they have provided updated language to ensure the Interlocal agreement is between a singular jurisdiction and Utah County. That was the only minor change. The Resolution and Interlocal agreement have been updated and attached.

FISCAL IMPACT:
None

PROPOSED MOTION:
I move that City Council Approve the amended Resolution and Interlocal Agreement to participate in the Utah County Community Development Block Grant Program.

ATTACHMENTS:
1. HUD’s Amendments
2. Amended Resolution R-2019-08-A
3. Amended Interlocal Cooperation Agreement with Utah County
INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah, AMERICAN FORK CITY, TOWN OF CEDAR FORT, CEDAR HILLS CITY, EAGLE MOUNTAIN CITY, ELK RIDGE CITY, TOWN OF GENOLA, TOWN OF GOSHEN, HIGHLAND CITY, LINDON CITY, MAPLETON CITY, PLEASANT GROVE CITY, PAYSON CITY, SALEM CITY, SANTAQUIN CITY, SARATOGA SPRINGS CITY, SPANISH FORK CITY, SPRINGVILLE CITY, and TOWN OF VINEYARD, all municipal corporations.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 et seq.), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 et seq.) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be
INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah and HIGHLAND CITY a municipal corporation.

RECITALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 et seq.), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 et seq.) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD").

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant ("CDBG") Program funds to state and local governments to be used in the conduct and administration of housing,
RESOLUTION NO. R-2019-08-A

A RESOLUTION OF HIGHLAND CITY, UTAH
TO PARTICIPATE IN THE UTAH COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

WHEREAS, Highland City is not a CDBG Entitlement city; and

WHEREAS, Highland City has entered into an interlocal agreement to participate in the Utah County CDBG program.

NOW, THEREFORE, BE IT RESOLVED, by the Highland City Council that the attached Agreement with the County is hereby approved, and that the Mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City. The mayor is authorized to execute the attached Interlocal Cooperation Agreement and future agreement that provide for the continuation of the city and county cooperation in the CDBG program; and

FURTHER RESOLVED, that the City Council of Highland City hereby adopts, or affirms, the following policies: (a) a policy prohibiting the use of excessive force by law enforcement agencies within the City’s jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and (b) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

ADOPTED by the City Council of Highland City, Utah, this 20th day of August, 2019.

HIGHLAND CITY, UTAH

________________________________________
Rodney W. Mann, Mayor

ATTEST:

COUNCILMEMBER  YES  NO

Brian Braithwaite  □  □
Ed Dennis  □  □
Tim Irwin  □  □
Kurt Ostler  □  □
Scott Smith  □  □

________________________________________
Cindy M. Quick, City Recorder
AGREEMENT NO. 2019-

INTERLOCAL COOPERATION AGREEMENT

between

UTAH COUNTY and HIGHLAND CITY

relating to the conduct of

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

for FEDERAL FISCAL YEARS 2020 THROUGH 2022

and successive 3 year periods thereafter
AGREEMENT NO. 2019- ___________

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT, made and entered into by and between UTAH COUNTY, UTAH, a body corporate and politic of the State of Utah and HIGHLAND CITY a municipal corporation.

RECENTALS

A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 et seq.), and in 1990 the U.S. Congress enacted the Cranston-Gonzales National Affordable Housing Act, as since amended (42 U.S.C. 5301 et seq.) collectively (the “Act”), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs of the Act which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”).

B. The primary objective of the Act is the development of viable urban communities and access by every resident to decent housing, shelter and ownership opportunity regardless of income or minority status, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, with this objective to be accomplished by the federal government providing financial assistance pursuant to the Act in the form of community development block grant (“CDBG”) Program funds to state and local governments to be used in the conduct and administration of housing,
shelter and community development activities and projects as contemplated by the primary objectives of the Act (the “CDBG program”).

C. To implement the policies, objectives and other provisions of the Act, HUD has issued rules and regulations governing the conduct of the CDBG program, published in 24 Code of Federal Regulations (CFR), Part 92 and Part 570 (the “Regulations”), which regulations provide that a county may qualify as an “urban county,” as defined in Section 570.3 of the Regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG program activities as an urban county and that City and other units of general local governments in the same metropolitan statistical area that do not or cannot qualify for separate entitlement grants may be included as a part of the urban county by entering into cooperation agreements with the urban county in accordance with the requirements of the Regulations.

D. The County is now qualified under the Regulations to become an urban county and to begin receiving CDBG program funds from HUD by annual grant agreements beginning on July 1, 2011.

E. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of the Act, revising the qualification period for urban counties by providing that the qualification by HUD of an urban county shall remain effective for three successive federal fiscal years regardless of changes in its population during that period, except for failure of an urban county to receive a grant during any year of that period, and also providing that during the three-year period of qualification, no included city or other unit of general local government may withdraw from nor be removed from the urban county for HUD’s grant computation purposes, and no city
or other unit of general local government covering an additional area may be added to the urban county during that three-year period except where permitted by HUD regulations.

F. This Agreement provides for an initial three year term with successive three year terms corresponding with HUD qualification periods, automatically renewing.

G. The County recognizes and understands that it does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of an incorporated city without that city’s approval. In order to ensure participation by the City in the urban county and as part of the fiscal years 2020 - 2022 urban county qualification process, the County and City are required to enter into this interlocal agreement authorizing the County to undertake or to assist in undertaking essential community development and housing assistance activities within the City as may be specified in the “Annual Action Plan of Community Development Objectives and Projected Use of Funds” (the “Action Plan”) to be submitted to HUD annually by the County to receive its annual CDBG and home entitlement grants.

H. Under general provisions of Utah law governing contracting between governmental entities and by virtue of specific authority granted in the Utah Interlocal Cooperation Act, Section 11-13-101 et seq., Utah Code Ann. (2005), any two or more public agencies may enter into agreements with one another for joint or cooperative action, or for other purposes authorized by law.

I. Accordingly, the County and City have determined that it will be mutually beneficial and in the public interest to enter into this interlocal cooperation agreement regarding the conduct of the County’s CDBG Program,
THEREFORE, in consideration of the promises and the cooperative actions contemplated hereunder, the parties agree as follows:

1. A fully executed copy of this interlocal cooperation agreement (the “agreement”), together with the approving resolutions of the City and the County, shall be submitted to HUD by the County as part of its qualification documentation. The City hereby gives the County the authority to carry out CDBG Program activities and projects within the City’s respective municipal boundaries. By entering into this agreement with the County, the City shall be included as a part of the urban county for CDBG program qualification and grant calculation purposes. The period of performance of this agreement shall cover Federal Fiscal Years (2020 - 2022) and successive 3-year periods thereafter. Each party will participate for the next three program years, and automatically renewing each successive 3-year period. Subject to the termination provisions set forth in Paragraph 12, below, a City may terminate its participation in the agreement by giving written notice to the County prior to the commencement of the next 3-year period; provided, however, that this agreement will remain in effect until the CDBG funds and income received in the 3-year period then in effect are expended and the funded activities completed. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the entire 3-year period in effect regardless of changes in its population during that period of time, and the parties agree that a City or City may not withdraw from nor be removed from inclusion in the urban county for HUD’s grant computation purposes during that 3-year period. Prior to the beginning of each succeeding qualification period, by the date specified in HUD’s urban county qualification notice for the next qualification period, the County shall notify each City in writing of its right not to
participate and shall send a copy of such notice to the HUD field office by the date specified in the urban county qualification schedule issued for that period.

2. The City and the County shall cooperate in the development and selection of CDBG program activities and projects to be conducted or performed in the City during each of the Federal Fiscal Years (2020 - 2022) and for each successive 3-year covered by this agreement. The City understands and agrees, however, that the County shall have final responsibility for selecting the CDBG program activities and projects to be included in each annual grant request and for annually filing the Annual Action Plan with HUD.

3. The City recognizes and understands that the County, as a qualified urban county, will be the entity required to execute all grant agreements received from HUD pursuant to the County’s annual requests for CDBG program funds and that as the grantee under the CDBG programs it will be held by HUD to be legally liable and responsible for the overall administration and performance of the annual CDBG programs, including the projects and activities to be conducted in the City. By executing the agreement, the City understands that they (1) may not apply for grants under the Small City or State CDBG Programs from appropriations for fiscal years during the period in which they are participating in the urban county’s CDBG program; (2) the City may receive a formula allocation under the HOME Program only through Utah County as an urban county; and (3) the City may receive a formula allocation under the ESG Program only through the Urban County.

4. The City shall cooperate fully with the County in all CDBG program efforts planned and performed hereunder. The City agrees to allow the County to undertake or assist in undertaking, essential community development and housing assistance activities within the City as may be
approved and authorized in the County’s CDBG grant agreement including the 5-year Consolidated Plan. The City and the County also agree to cooperate to undertake, or assist in the undertaking, community renewal and lower income housing assistance activities.

5. The City understands that it will be necessary for the City to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the City and that the funds designated in the County’s Final Statements for those projects and activities will also be funded to the City under those separate project agreements or subgrants. Subject to the provisions of Paragraph 3 above, the City will administer and control the performance of the projects and activities specified in those separate project agreements, will be responsible for the expenditure of the funds allocated for each such project or activity, and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG program. The City also understands and agrees that, pursuant to 24 CFR 570.501(b), they are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503. Prior to disbursing any CDBG program to any subrecipients, the City shall enter into written agreements with such subrecipients in compliance with 24 CFR 570.503 (CDBG) of the Regulations.

6. All CDBG program funds that are approved by HUD for expenditure under the County’s grant agreements for the three Program years covered by this agreement and its extensions, including those that are identified for projects and activities in the City, will be budgeted and allocated to the specific projects and activities described and listed in the County’s Annual Plan submitted annually to HUD and those allocated funds shall be used and expended only for the
projects or activities to which the funds are identified. No project or activity, or the amount of funding allocated for such project or activity, may be changed, modified, substituted or deleted by a City without the prior written approval of the County and the approval of HUD when that approval is required by the Regulations.

7. Each City agrees to do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreements received by the County from HUD, the provisions of the Act, and all Rules and Regulations, guidelines, circulars and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG program. The City and the County agree that failure by them to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period. In addition the City and the County shall take all actions necessary to assure compliance with the certification required of the County by Section 104(b) of Title I of the Housing and Community Development Act of 1974 as amended, Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974 and other applicable laws. In addition, the City and the County shall take all actions necessary to assure compliance with Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of the Title I of the Housing and Community Development Act of 1974, which incorporated Section 504 of
the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws, and shall affirmatively further fair housing.

8. The City and County agree to prohibit urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification.

9. The City and County agree that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This requirement is contained in the Consolidated and Further Continuing Appropriations Act, 2015, 14 Pub. L. 113-235.

10. Each City affirms that it has adopted and is enforcing:

(a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

11. During the period of performance of this agreement as provided in Paragraph 1, each City shall:
(a) Report and pay to the County any program income, as defined in 24 CFR 570.500(a) for the CDBG program, received by the City, or retain and use that program income subject to and in accordance with the applicable program requirements and the provisions of the separate CDBG project agreements that will be entered into between the City and the County for the actual conduct of the CDBG program,

(b) Keep appropriate records regarding the receipt of, use of, or disposition of all program income and make reports thereon to the County as will be required under the separate CDBG project agreement between the City and the County, and

(c) Pay over to the County any program income that may be on hand in the event of close-out or change in status of the City or that may be received subsequent to the close-out or change in status as will be provided for in the separate CDBG project agreements mentioned above.

12. The separate CDBG project agreements or sub-grants that will be entered into between the County and the City for the conduct of the CDBG Program, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the City in whole or in part using CDBG Program funds. These standards will require the City to:

(a) Notify the County in a timely manner of any modification or change in the use of that property from the use planned at the time of the acquisition or improvement and this notice requirements shall include any disposition of such property.

(b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG Program funds (less any portion thereof attributable
to expenditures of non-CDBG funds) that is sold or transferred for a use which does not qualify under the Regulations, and

(c) Pay over to the County any Program income that is generated from the disposition or transfer of property either prior to or subsequent to any close-out, change of status or termination of this cooperation agreement or any separate project agreement that is applicable.

13. Any changes and modifications to this agreement shall be made in writing, shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD if necessary to comply with the Regulations.

14. This agreement shall remain in force and effect until the CDBG funds and program income received are expended and the funded activities completed.

15. If the County qualifies as an urban county, the parties agree not to veto or otherwise obstruct the implementation of the approved 5-year Consolidated Plan during that three year cooperation agreement period and for such additional times as may be required for the expenditure of Consolidated Plan funds granted for that period.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the _________ day of ____________, 2019.
SIGNATURE PAGE FOR UTAH COUNTY
TO
INTERLOCAL COOPERATION AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR FEDERAL FISCAL YEARS 2020 – 2022 AND
SUCCESSIVE THREE YEAR PERIODS THEREAFTER

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

_____________________________________
Bill Lee, Chairman

STATE OF UTAH )
    :ss
COUNTY OF UTAH )

On this _____ day of ______________, 2019, personally appeared before me Larry Ellertson, who being duly sworn, did say that he is the Chairman of the Board of County Commissioners of Utah County, State of Utah, and that the foregoing instrument was signed on behalf of _________ County, by authority of law.

_____________________________________
NOTARY PUBLIC
Residing in ___________ County

ATTEST: AMELIA POWERS GARDENER Reviewed as to form and compatibility with
Utah County Clerk/Auditor the laws of the State of Utah

By: ________________________________
    Deputy Clerk/Auditor

                         _______________________________
COUNTY ATTORNEY
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each City on the date specified on the respective signature pages and by the County on the _____ day of ____________, 20__. 

By signing below, Highland City accepts the terms of the Urban County Interlocal Agreement for Federal Fiscal Years 2020-2022.

__________________________________________
Mayor Rodney W. Mann
DATE:  August 20, 2019  
TO: Honorable Mayor and Members of the City Council  
FROM: Todd Trane, PE  
City Engineer  
SUBJECT:  PUBLIC HEARING/ORDINANCE – Adjusting the common boundaries between American Fork and Highland City  

STAFF RECOMMENDATION:  
The City Council shall hold a public hearing, accept the findings and approve the ordinance adjusting the common boundaries between American Fork and Highland City.

BACKGROUND:  
Staff received a request to adjust the municipal boundary with American Fork City along 9600 North. The Chidester property located at 5833 West 9600 North is currently being proposed to be developed. The back portion of the property fronts American Fork Center Street. These lots would be serviced by American Fork road and utilities. We as staff recommend that the existing home along 9600 North remain in Highland, but the property being proposed for development would need to be served by American Fork.

The proposed boundary will now follow the proposed south lot line of the Chidester’s existing homes. The remaining property to the south will be in American Fork.

On June 4, 2019 the Highland City Council adopted a Resolution indicating Highland City’s intent to adjust the requested boundary.

Notification requirements have been met pursuant to State Code 10-2-419. Highland City Council is required to hold a Public Hearing prior to adoption of the Ordinance.

Upon adoption of the Ordinance Highland City will proceed with the process by notification being given to the Lt. Governor’s office and filing a plat with the Utah County Recorder’s office.

FISCAL IMPACT:  
This action will have no fiscal impact to the City.

PROPOSED MOTION:  
I move that City Council approve the ordinance adjusting the common boundaries between American Fork and Highland City.
ATTACHMENTS:

1. Proposed Ordinance
2. Highland/ American Fork Common Boundary Map
ORDINANCE NO. 0-2019-13

AN ORDINANCE ADJUSTING THE COMMON BOUNDARIES BETWEEN AMERICAN FORK AND HIGHLAND CITY

WHEREAS, the City Council of Highland City finds that, Utah Code Ann. § 10-2-419 establishes a procedure for adjustment of the common boundaries between adjacent municipalities; and

WHEREAS, American Fork City shares certain common boundaries with Highland City, and Highland City received a request from the owner of real property within American Fork City but contiguous to Highland City that the owner’s property be transferred from the municipal jurisdiction of Highland City to American Fork City; and

WHEREAS, the City Council of Highland City approved Resolution No. R-2019-10 on June 4, 2019 stating its intent to adjust its common boundary with American Fork City; and

WHEREAS, the City Council of Highland City received no written protests to the proposed boundary adjustment by the deadline for receiving written protests, and held a public hearing on August 20, 2019 to consider approving the proposed boundary adjustment and received public comment on the proposed boundary adjustment; and

WHEREAS, the required public hearing was advertised as required by Utah Code Ann. § 10-2-419 and no protests were received by the Highland City protesting the proposed boundary adjustment; and

WHEREAS, the proposed boundary adjustment is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE Highland City Council as follows:

SECTION 1. The City Council acknowledges receipt of a written request from the owner of the real property hereinafter described requesting that its property be transferred from the municipal jurisdiction of Highland City and annexed to American Fork City in accordance with the terms of Utah Code Ann. § 10-2-419. The legal description of the land to be removed from the municipal jurisdiction of Highland City and annexed to American Fork City is set forth below and shown in the attached Exhibit A:

COMMON BOUNDARY DESCRIPTION
BEGINNING AT A POINT ALONG THE EXISTING COMMON BOUNDARY LINE BETWEEN HIGHLAND CITY AND AMERICAN FORK CITY, SAID POINT BEING SOUTH 290.40 FEET AND EAST 922.44 FEET FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN TO THE POINT OF BEGINNING.

THENCE NORTH 59°47'26" EAST 3.78 FEET; THENCE NORTH 16°18'31" EAST 112.35 FEET; THENCE NORTH 15°40'11" EAST 12.93 FEET; THENCE SOUTH 74°07'17" EAST 126.70 FEET; THENCE NORTH 15°52'43" EAST 32.99 FEET; THENCE ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.86 FEET (CENTRAL ANGLE EQUALS 10°22'29" AND ALONG CHORD BEARS N21°04'01"E 77.76 FEET); THENCE ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 1.92 FEET (CENTRAL ANGLE EQUALS 00°17'51" AND ALONG CHORD BEARS N26°06'20"E 1.92 FEET) TO A POINT ON THE COMMON HIGHLAND CITY/AMERICAN FORK CITY BOUNDARY.
BASIS OF BEARING: UTAH STATE PLAN COORDINATE SYSTEM NAD 1927, CENTRAL ZONE.

PARCEL DESCRIPTION
BEGINNING AT A POINT ALONG THE EXISTING COMMON BOUNDARY LINE BETWEEN HIGHLAND CITY AND AMERICAN FORK CITY, SAID POINT BEING SOUTH 290.40 FEET AND EAST 922.44 FEET FROM THE NORTH QUARTER CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN TO THE POINT OF BEGINNING.

THENCE NORTH 59°47'26" EAST 3.78 FEET; THENCE NORTH 16°18'31" EAST 112.35 FEET; THENCE NORTH 15°40'11" EAST 12.93 FEET; THENCE SOUTH 74°07'17" EAST 126.70 FEET; THENCE NORTH 15°52'43" EAST 32.99 FEET; THENCE ALONG THE ARC OF A 430.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 77.86 FEET (CENTRAL ANGLE EQUALS 10°22'29" AND ALONG CHORD BEARS N21°04'01"E 77.76 FEET); THENCE ALONG THE ARC OF A 370.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 1.92 FEET (CENTRAL ANGLE EQUALS 00°17'51" AND ALONG CHORD BEARS N26°06'20"E 1.92 FEET); THENCE SOUTH 15°52'35" WEST 422.23 FEET; THENCE NORTH 73°25'02" WEST 133.56 FEET; THENCE SOUTH 15°49'44" WEST 435.64 FEET; THENCE NORTH 72°32'17" WEST 10.98 FEET; THENCE NORTH 16°30'00" EAST 615.67 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.07 AC OR 46,584 SF

BASIS OF BEARING: UTAH STATE PLAN COORDINATE SYSTEM NAD 1927, CENTRAL ZONE.

SECTION 2. The City Council of Highland City takes notice of the enactment of an Ordinance by the City Council of American Fork City approving the proposed boundary adjustment as described above. The municipal boundary of American Fork City is hereby extended to annex the land described in SECTION 1. The Mayor, Recorder and staff of Highland City are hereby authorized to execute and file such notices, amended articles of incorporation, maps and all documents required under the provisions of Section 10-2-425, Utah Code, to complete the boundary adjustment and annexation of the land described in SECTION 1 to American Fork City.

4. This ordinance shall take effect immediately after being posted or published as required by law.

PASSED AND ADOPTED this 20th day of August, 2019.

HIGHLAND CITY, UTAH

______________________________
Rodney W. Mann
Mayor
ATTEST:

Cindy M. Quick, CMC, MMC
City Recorder

<table>
<thead>
<tr>
<th>COUNCILMEMBER</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Braithwaite</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Ed Dennis</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Tim Irwin</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Kurt Ostler</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>Scott L. Smith</td>
<td>□</td>
<td>□</td>
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</tbody>
</table>
STAFF RECOMMENDATION:
City Council approve the Parkin Construction of $129,685 and authorize the Mayor to enter into the appropriate contract for the reconstruction of the Canterbury Circle Neighborhood Park Tennis Court.

BACKGROUND:
On March 2014, City Council approved disposal of Open Space property in the Canterbury Circle Subdivision. The total revenue collected as of the end of June 2019 from the sale of the property $193,191.19 and the remaining amount to be collected is $61,069.54.

In June 2019 (Attachment 1), the residents in the Canterbury Circle subdivision approached the Council and requested that a portion of these funds be a portion of these funds be used to reconstruct the tennis court in the park. The existing asphalt court would be replaced with a post tension multi use court. The court would allow for pickle ball, tennis, and basketball. At that time, it was estimated that the cost of the project was $91,000. These bids were not based on construction plans (Attachment 2).

Staff hired Blue Line Designs to prepare the construction plans, bid sheet, and solicit bids for the project. The highlights of the project include a 64’ X 128’ post tension concrete slab, new 10’ fence, two new basketball standards, new tennis net, striping for one tennis court, two pickle ball courts, repair of damage to existing park improvements (Attachment 3). Two bid alternatives were also requested. These were to provide two movable pickle ball nets that would stay at the court and to upgrade the lights to LED. The existing poles would remain.

Parkin Construction, Tennis and Track Company, and Courts Unlimited were asked to submit bids. These three companies are certified to construct post tension tennis court concrete slabs. The following bids were received (Attachment 4):
<table>
<thead>
<tr>
<th>Company</th>
<th>Base Bid</th>
<th>LED Light Upgrade</th>
<th>Portable Pickle ball Nets</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parkin Construction</td>
<td>$115,285</td>
<td>$10,800</td>
<td>$3,600</td>
<td>$129,685</td>
</tr>
<tr>
<td>J. Lyne Roberts and Sons*</td>
<td>$216,742</td>
<td>N/A</td>
<td>$3,490</td>
<td>$220,214</td>
</tr>
<tr>
<td>Courts Unlimited</td>
<td>Did not provide a bid.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Tennis and Track Company is the subcontractor.

We have discussed three options as it relates to the project schedule as follows:

- The first option would be to start by March 15, 2020 and complete by May 31, 2020. Staff recommends this option.

- The second option would be to begin October 15th and complete the slab by the middle of November. The surface coating would be applied and the project would be completed by May 1, 2020. However, there this be a construction site over the winter.

- The third option would be to try and complete the project this fall. This would cost an additional 10% and is weather dependent and would require warmer than normal weather into November. This means that if the weather is not cooperative the project would be delayed until the spring. Staff believes that is probably not worth the risk and extra investment.

**FISCAL IMPACT:**
The not to exceed cost is $129,685. Funding would come from the previous sale of open space property and then transferred to the Park Capital Fund. As this expenditure was not included in the current fiscal year budget, this will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

**ATTACHMENTS:**
1. Minutes of the June 4, 2019 City Council Meeting
2. June 2019 Bids
3. Parkin Construction Bid, Completed Work, References and Certification
4. J. Lyne Roberts and Sons Bid
5. Proposed Reconstruction Plans
EXEMPLARY OF THE MINUTES OF THE JUNE 4, 2019 CITY COUNCIL MEETING

PRESIDING: Mayor Rod Mann

COUNCIL MEMBERS PRESENT: Ed Dennis (via phone), Tim Irwin, Kurt Ostler, Scott L. Smith

ACTION: RECONSTRUCTION OF THE EXISTING TENNIS COURT IN THE CANTERBURY CIRCLE SUBDIVISION (30 minutes)

Planner & GIS Analyst Tara Tannahill oriented the City Council regarding a request to fund the reconstruction of the existing tennis court in the Canterbury Circle subdivision with proceeds from the sale of open space property. She reviewed the costs to reconstruct the courts.

Council Member Irwin asked if they would remove or resurface the courts. Todd Trane, City Engineer, responded they had two options: (1) remove the asphalt or (2) totally reconstruct the court. Ms. Tannahill shared the costs associated with these options. Council Member Irwin asked if this would be a cement court, to which Mr. Trane responded in the affirmative. It was noted the residents wanted more detail before they gave a final price. Ms. Tannahill indicated that the cost would be about $91,000.

Council Member Irwin said a meeting was held with the contractor that was proposing the installation of a surface over the asphalt. He noted that this would potentially cost $85,000 and stated that this was a good product and another option. There were a lot of different choices the City could make on this item.

Council Member Ostler asked why the City required the residents to do the petition. Ms. Tannahill explained that there was no process or procedure for this issue. She then reviewed the following:

- Council has discussed three options previously:
  - Use these funds only within the open space subdivision from which they were generated.
  - Use these funds for improvements within existing parks in other open space subdivisions.
  - Use these funds for creating new parks.
- Are projects considered by
  - A formal petition process spearheaded by residents
  - Prioritized list of all needed open space improvements

Council Member Ed Dennis stated that the proceeds of the sale of the open space property should stay with the property that was sold because this was the proper use of these funds. Council Member Irwin agreed, adding that the funds should be used for the facility that was deteriorating.
Mayor Mann agreed the funds should be used for the courts because they were a safety hazard. Mr. Trane said the courts needed to be completely reconstructed. He noted the reason they reached out to residents was because this park would create traffic; they had the right to determine its future.

Council Member Irwin said he did not think the petition process was not needed. Mayor Mann agreed. He suggested they have the Parks and Recreation Department make the determinations in the future.

Council Member Ostler said they needed to determine if the funds should be used for maintenance of capital improvements or to create new improvements. He suggested they maintain what they had rather than build more. Council Member Irwin asked if this should be reconstructed. Ms. Wells said this would set the precedent for the future. Their decision on this park would determine how they would proceed with these types of projects in the future.

Council Member Smith said the court was currently in disrepair and needed attention. He asked if there would be more than tennis courts installed. Ms. Tannahill responded in the affirmative, explaining that there would be pickle ball, basketball, and tennis courts as well.

Council Member Ostler stated that the cracks in the tennis courts were a safety issue. Council Member Irwin agreed they needed to do something with the courts.

Sherry Kramer stated that the bid did not include lights. Mr. Trane explained that the lights were currently installed. Ms. Kramer said the lights were older and upgrading them would cost another $10,000. Mr. Trane said public policy required the City to bid out these jobs. The City would consider upgrading the lights once they knew how much the park was used.

Ms. Kramer stated that the trail paths also had cracks and needed repaired. She thanked the Council for considering the courts and the trails to be repaired. She expressed the preference of the City choosing to install new concrete more than installing a surface over the cracked courts.

*Council Member Tim Irwin MOVED that the City Council authorize staff to fund the reconstruction of the existing tennis court in the Canterbury Circle subdivision with proceeds from the sale of open space property and direct staff to prioritize future projects.*

*Council Member Scott L. Smith SECONDED the motion.*

The vote was recorded as follows:

<table>
<thead>
<tr>
<th>Council Member</th>
<th>Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Member Ed Dennis</td>
<td>Yes</td>
</tr>
<tr>
<td>Council Member Tim Irwin</td>
<td>Yes</td>
</tr>
<tr>
<td>Council Member Kurt Ostler</td>
<td>Yes</td>
</tr>
<tr>
<td>Council Member Scott L. Smith</td>
<td>Yes</td>
</tr>
</tbody>
</table>

The motion passed.
PARKIN TENNIS COURTS
Woodscross, Utah

MAY 13, 2019

Customer: SHERRY KRAMER

Subject: CATERBURY TENNIS COURT RECONSTRUCTION

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

POST TENSION TENNIS COURT 60’X 120’ BUDGET NUMBERS ONLY

Demo fence, sawcut 2’ of asphalt around outside edge and remove old net post footings
Import and place 2” of roadbase over asphalt
Form and pour 5” thick post tension slab with thickened edge
Supply and install 360’ of 10’ tall black vinyl coated fence
3 coat acrylic surface with tennis lines and pickleball lines

Total……………………$63,000.00

BASKETBALL HOOP 72” ADJUSTABLE FROM SOME SERIOUS HOOP……$2,350.00
6 LIGHT POLES 20’ TALL WITH 6 LED 4 BRICK TECLIGHT FIXTURES…$17,000.00

REMOVE AND HAUL OFF ASPHALT WITH 6” OF ROADBASE AND IMPORT 6” OF NEW ROABASE…………………………………………………..$14,000.00

EXCLUSIONS: Permits, fees, sprinkler repair, landscape repair, switching and wiring outside of the court for lights

Sean Larsen
Parkin Tennis Courts.
801-598-9940
E-mail: slarsen.cc@gmail.com
From: Sher Kram [mailto:krmr78@gmail.com]
Sent: Wednesday, May 15, 2019 5:18 PM
To: Nathan Crane <NCrane@highlandcity.org>; Todd Trane <todd@highlandcity.org>
Subject: 2nd Bid from Tennis and Track company

This is the company that did the American Fork Pickle courts at Art Dye and were highly recommended.

Pricing depends on if the courts can be overlaid with a new post tensioned slab which would save you the cost of demolition and haul off of the existing court materials. That demo cost can be very depending on how you contract to do it. We can do it but without seeing it in person I would budget, $10-$15k for demo and possibly additional cost for rough grading import of fill material to reach compaction.

If it is able to be overlaid. I would budget $75k for the new post tensioned court, new fence, and the court surface. The basketball standards we use cost $2350 ea installed. I would add that in for for budgeting as well.

Please call with any questions. Hope that helps for your budgeting.

Thank you
Dylan

Dylan Bird
Chief Financial Officer
Tennis and Track Company
P.O. Box 651477
Salt Lake City, UT 84165
Office: (801) 269-9991
Mobile: (801) 381-8385
Fax: (801) 261-4588
www.tennisandtrackco.com
The total construction costs shall be broken down into the categories indicated below to provide the Owner and engineer with a comparable analysis of each proposal submitted and a method for determining value engineering items as necessary. Every numbered item, subtotal and total shall have a dollar amount entered for the trade that you are bidding on. A line item entry that says “included” meaning included in the total is not acceptable. All pricing shall include all work, materials, labor, fees, etc. to fully complete the work per the plans and specifications whether specifically listed as a bid item on this form or not. This includes all necessary surveying/staking and mobilization for each trade's work. Additional blank lines have been included in each section for necessary work not listed that the Contractor would like to itemize. Quantities are provided for convenience only. Contractor is responsible to calculate own quantities to complete work.

### BID SCHEDULE

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<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Demo and Remove Existing Concrete Apron around Existing Asphalt Court</td>
<td>sq. ft.</td>
<td>1,421</td>
<td>$3,200.00</td>
<td>$9,035.00</td>
</tr>
<tr>
<td>b.</td>
<td>Demo and Remove Existing Chainlink Fencing</td>
<td>lin. ft.</td>
<td>367</td>
<td>$1,835.00</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Clear and Grub Existing Turf as Necessary for Construction</td>
<td>lump</td>
<td>1</td>
<td>$4,000.00</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>e.</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub Total Demolition</td>
<td></td>
<td></td>
<td></td>
<td>$9,035.00</td>
</tr>
<tr>
<td>2.</td>
<td>Concrete and Court (including all necessary excavation, grading, and compaction)</td>
<td></td>
<td></td>
<td></td>
<td>$64,500.00</td>
</tr>
<tr>
<td>a.</td>
<td>5' Concrete Walk</td>
<td>sq. ft.</td>
<td>100</td>
<td>$1,500.00</td>
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</tr>
<tr>
<td>b.</td>
<td>Concrete Stairs with Railing</td>
<td>lump</td>
<td>1</td>
<td>$3,400.00</td>
<td></td>
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<tr>
<td>c.</td>
<td>Post Tensioned Concrete Slab (64' x 128’)</td>
<td>sq. ft.</td>
<td>8192</td>
<td>$51,200.00</td>
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<tr>
<td>d.</td>
<td>Court Surfacing and Striping</td>
<td>sq. ft.</td>
<td>8000</td>
<td>$8,400.00</td>
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<td>e.</td>
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<td>f.</td>
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<tr>
<td></td>
<td>Sub Total Concrete and Court</td>
<td></td>
<td></td>
<td></td>
<td>$64,500.00</td>
</tr>
<tr>
<td>3.</td>
<td>Fencing and Equipment (including providing, installing, and footings)</td>
<td></td>
<td></td>
<td></td>
<td>$28,450.00</td>
</tr>
<tr>
<td>a.</td>
<td>Tennis Court Posts and Net</td>
<td>lump</td>
<td>1</td>
<td>$750.00</td>
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</tr>
<tr>
<td>b.</td>
<td>Basketball Standard, (&quot;Some Serious Hoop&quot; brand proposed)</td>
<td>each</td>
<td>2</td>
<td>$4,800.00</td>
<td></td>
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<tr>
<td>c.</td>
<td>Tennis Court Fencing</td>
<td>lin. ft.</td>
<td>380</td>
<td>$20,900.00</td>
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<tr>
<td>d.</td>
<td>Access Gates</td>
<td>each</td>
<td>4</td>
<td>$2,000.00</td>
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<tr>
<td>e.</td>
<td></td>
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<td>f.</td>
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<tr>
<td></td>
<td>Sub Total Fencing and Equipment</td>
<td></td>
<td></td>
<td></td>
<td>$28,450.00</td>
</tr>
<tr>
<td>4.</td>
<td>Landscape and Irrigation</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>a.</td>
<td>Replace and Repair Turf and Irrigation as Required</td>
<td>lump</td>
<td>1</td>
<td>$10,800.00</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
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</tbody>
</table>
Sub Total Landscape and Irrigation $10,800.00

<table>
<thead>
<tr>
<th>5.</th>
<th>Mobilization and Miscellaneous (List items separately. Use additional paper as needed.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Mobilization (including Permits, Fees, etc.)</td>
</tr>
<tr>
<td>b.</td>
<td>Temporary fence (if needed)                   $2,500.00</td>
</tr>
<tr>
<td>c.</td>
<td>Bond if required.....2% of contract amount</td>
</tr>
<tr>
<td>d.</td>
<td></td>
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<tr>
<td>e.</td>
<td></td>
</tr>
<tr>
<td>f.</td>
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</table>

Sub Total Mobilization and Miscellaneous $2,500.00

TOTAL BID = $115,285.00

<table>
<thead>
<tr>
<th>8.</th>
<th>Bid Alternates (Bid alternates pertinent to your trade)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Provide Portable On-Surface Pickleball Net &amp; Post System (Douglas PPS-SQ with Transporter)</td>
</tr>
<tr>
<td></td>
<td>each 2 1800 $3,600.00</td>
</tr>
<tr>
<td>b.</td>
<td>Replace Existing Lights with LED Lights (Keep Poles) (Techlight Scimit)</td>
</tr>
<tr>
<td></td>
<td>each 6 2700 $10,800.00</td>
</tr>
</tbody>
</table>

Sub Total Bid Alternates

TOTAL BID INCLUDING ALTERNATES = $129,685.00
SUBJECT: Completed Work and References


East Canyon Resort Tennis and Pickleball. Reconstruction of 1 Post tension tennis court, 4 post tension pickleball courts and 1 post tension basketball court. Owner East canyon resort. Contact Bryce Spere 801-359-9030. Completed July 2017


Emma Russell Pickleball Courts. 4 new post tension pickleball courts with fence and sidewalks. Owner Roy City. Engineer Wastach Civil John Bjerrgaard 801-775-9191. Completed spring 2017

Murray City Pickleball Courts. 6 new post tension pickleball courts with 6’ and 4’ fence, new nets and net post, 3 coats of acrylic surface with lines. Owner Murray City Kim Sorenson 801-264-2614. Completed Nov. 2016


West Bountiful City Basketball Courts. 6 new post tension basketball courts with concrete sidewalks and pads. Owner West Bountiful City. Steve Maughn 801-381-1870 Completed in May of 2016

Little Cottonwood Tennis Court Reconstruction. Rebuild 2 Tennis Courts to 2 new post tension tennis courts with sidewalk and landscape. Owner Salt Lake County. Andrea Sorensen 385-468-1820. Completed on time Oct. 2015

Cherry Hill Tennis Court Rebuild. Overlay 2 tennis courts with 2 new post tension courts with lighting. Owner Orem City. Taggart Bowen 801-229-7316 completed on time Oct. 2015


Riverton City Park. 4 new post tension pickle ball courts, 2 new post tension tennis courts and 4 basketball courts. Owner Riverton City, General contractor Okland Bret Vargason 801-879-0398. Completion November 2014


Park City Recreation Rec Center Rebuild Outside Tennis Facility with Bubble Retrofit. 7 Post- Tension Tennis Courts and 4 Pickle Ball Courts with Retaining Walls and Misc. concrete Sitework with Excavation. Park City Corp. Matt Twombly 435-615-5177 or Ken Fisher 435-615-5411. VCBO Architects Phil Harderlie 801-575-8800. Complete spring 2014 Contract amount $700,000.00


Highland High School, Rebuild existing Tennis Court Facility. 4 Post-Tension Courts with concrete retaining wall, sidewalk and Misc. site improvements. Highland High School Campus 1700 East 2100 South Salt Lake City, Utah. MHTN Architect Inc. 420 East South Temple Salt Lake City, Utah 84111 Mr. Randy Boudrero 801-595-6700. Owner: Salt Lake City School District. Auxiliary Services 995 West Beardsley Pl. Salt Lake City, Utah 84111 Mr. Larry Turner 801-974-8367. Contract amount $418,000. Completed 2011.


Deco Turf Surfacing Systems. Mr. Kevin Hamilton Regional Manager, P.O. 501 Benton, IL 62812. 618-978-3218 E-mail: khambone@verizon.net.


Sunbrook Indoor Pickleball Facility. 4 Indoor Pickleball Courts at Sunbrook Storage Dixie Dr. St George Utah. Vicor Construction and reality Mr. Marvin Blosch 801-299-1234.


**Bountiful City Parks and Recreation, Tolman Park.** One Post-Tension Basketball Court and park improvements. Contract amount $225,000. Mr. Neal Jenkins Director of Parks and Recreation 801-298-6220. Completed August 2005

**Kayenta Desert Community.** One Stadium size Post-Tension Tennis Court Ivins, Utah. Completed 2005.

**Salt Lake City Corporation, Glendale Park Tennis Courts.** Four Post-Tension Tennis Courts, landscaping and incidental concrete. Contract amount $220,000. Pasker Gould Ames and Weaver Architects. Mr. Dell Cook Project Manager Salt Lake City Corporation, 349 South 200 East Street, Suite 100 Salt Lake City, Utah 84111. 801-535-6378. Completed August 2005

**City of Wray Colorado.** Two Post-Tension Tennis Courts. Evergreen Tennis Courts, Loveland, Colorado 80538, 970-663-7788. Mr. George Stahlin Pres. Completed 2005


**City of Grand Junction Colorado.** Six Post-Tension Tennis Courts. Evergreen Tennis Courts, Loveland Colorado 80538, 970-663-7788. Mr. George Stahlin Pres.

**City of Fort Collins Colorado.** Two Post-Tension Tennis Courts. Evergreen Tennis Courts, Loveland Colorado 80538, 970-663-7788. Mr. George Stahlin Pres. This Project received OUTSTANDING TENNIS FACILITY AWARD from the United States Tennis Association.


**Stansbury Service Agency.** Stansbury City Park and Tennis Court project. Two Post-Tension Tennis Courts and construction of city park. Contract amount $159,000.00. Completed 1995.
AMERICAN SPORTS BUILDERS ASSOCIATION

Through Its Certification Board
Has Conferred Upon

Sean Larsen
The Designation

CERTIFIED TENNIS COURT BUILDER

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS OF TENNIS COURT CONSTRUCTION AND FOR HAVING SUCCESSFULLY FULFILLED THE CONDITIONS OF ELIGIBILITY AND PASSED THE REQUIRED EXAMINATION.

In witness whereof we have set our hands on this 31st day of December 2017


Executive Director

Certification Chairman
Awards

1.2 Continuing Education Credits
to

Sean R. Larsen

For satisfactory completion of 12 hours of organized instruction in Level 1 Unbonded PT - Field Installation Certification held at

Las Vegas, NV

1/19/2014 - 1/20/2014

Theodore L. Neff
Executive Director, Post-Tensioning Institute
The total construction costs shall be broken down into the categories indicated below to provide the Owner and engineer with a comparable analysis of each proposal submitted and a method for determining value engineering items as necessary. Every numbered item, subtotal and total shall have a dollar amount entered for the trade that you are bidding on. A line item entry that says “included” meaning included in the total is not acceptable. All pricing shall include all work, materials, labor, fees, etc. to fully complete the work per the plans and specifications whether specifically listed as a bid item on this form or not. This includes all necessary surveying/staking and mobilization for each trade’s work. Additional blank lines have been included in each section for necessary work not listed that the Contractor would like to itemize. Quantities are provided for convenience only. Contractor is responsible to calculate own quantities to complete work.

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<td>367</td>
<td>$6.00</td>
<td>$2,202.00</td>
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<td>c.</td>
<td>Clear and Grub Existing Turf as Necessary for Construction</td>
<td>lump</td>
<td>1</td>
<td>$4,560.00</td>
<td>$4,560.00</td>
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<tr>
<td>d.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>e.</td>
<td>Sub Total Demolition</td>
<td></td>
<td></td>
<td></td>
<td>$28,077.00</td>
</tr>
<tr>
<td>2.</td>
<td>Concrete and Court (including all necessary excavation, grading, and compaction)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>5' Concrete Walk</td>
<td>sq. ft.</td>
<td>100</td>
<td>$19.00</td>
<td>$1,900.00</td>
</tr>
<tr>
<td>b.</td>
<td>Concrete Stairs with Railing</td>
<td>lump</td>
<td>1</td>
<td>$2,530.00</td>
<td>$2,530.00</td>
</tr>
<tr>
<td>c.</td>
<td>Post Tensioned Concrete Slab (64' x 128')</td>
<td>sq. ft.</td>
<td>8192</td>
<td>$8.75</td>
<td>$71,680.00</td>
</tr>
<tr>
<td>d.</td>
<td>Court Surfacing and Striping</td>
<td>sq. ft.</td>
<td>8000</td>
<td>$4.50</td>
<td>$36,000.00</td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>Sub Total Concrete and Court</td>
<td></td>
<td></td>
<td></td>
<td>$112,110.00</td>
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<tr>
<td>3.</td>
<td>Fencing and Equipment (including providing, installing, and footings)</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>a.</td>
<td>Tennis Court Posts and Net</td>
<td>lump</td>
<td>1</td>
<td>$1,875.00</td>
<td>$1,875.00</td>
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<tr>
<td>b.</td>
<td>Basketball Standard</td>
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<td>2</td>
<td>$7,310.00</td>
<td>$14,620.00</td>
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<td>c.</td>
<td>Tennis Court Fencing</td>
<td>lin. ft.</td>
<td>380</td>
<td>$62.00</td>
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<td>d.</td>
<td>Access Gates</td>
<td>each</td>
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<td>$625.00</td>
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<td>e.</td>
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<td>Sub Total Fencing and Equipment</td>
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<td>4.</td>
<td>Landscape and Irrigation</td>
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<tr>
<td>a.</td>
<td>Replace and Repair Turf and Irrigation as Required</td>
<td>lump</td>
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<td>$18,375.00</td>
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Sub Total Landscape and Irrigation | $18,375.00
---|---

### S. Mobilization and Miscellaneous (List items separately. Use additional paper as needed.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Mobilization (including Permits, Fees, etc.)</td>
<td>1</td>
<td>$15,625.00</td>
<td>$15,625.00</td>
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<tr>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
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Sub Total Mobilization and Miscellaneous | $15,625.00
TOTAL BID = | $216,742.00

### BA. Bid Alternates (Bid alternates pertinent to your trade)

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Provide Portable On-Surface Pickleball Net &amp; Post System</td>
<td>2</td>
<td>$1,745.00</td>
<td>$3,490.00</td>
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<tr>
<td>b. Replace Existing Lights with LED Lights (Keep Poles)</td>
<td>6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub Total Bid Alternates | |
TOTAL BID INCLUDING ALTERNATES = | |
Canterbury South Park
Tennis Court Renovation
5920 West 9740 North
Highland City, UT 84003

Sheet Index
1 | COVER SHEET
2 | DP1.1 DEMO PLAN
3 | SP1.1 OVERALL SITE PLAN
4 | SP2.1 OVERALL GRADING PLAN
5 | SP5.1 SITE DETAILS
6 | C1.0 TYPICAL SECTIONS AND DETAILS
DEMOLITION NOTES:

1. All construction shall be done in accordance with the latest American Public Works Association (APWA) and Highland City Standards, and regulations, and laws, and shall be completely finished by the date shown on the plans.

2. Existing Utilities, Easements, and Structures shown on the plans shall be verified in the field. The contractor shall verify the exact location, size, type, and structures to be discovered on the project from its own survey and construction in the vicinity shall not impinge on these utilities, easements, and structures.

3. The contractor shall call Blue Stakes at 1-800-662-4111 for underground utility locations at least 48 hours prior to commencing any construction or excavation.

4. The contractor is responsible for the removal, disposal, or relocation of all obstructions and debris within the construction area. The contractor is responsible for the removal and disposal of any debris resulting from new construction.

5. The contractor shall ensure that the existing irrigation system result in replacement at no additional cost to the project.

6. The contractor shall take precautions to avoid damage to existing features and facilities. Damages to existing features and facilities will be repaired by the contractor at no additional cost.

7. The contractor shall minimize the impact due to required grading operations. Clearing and grubbing shall be completed in the field by the contractor representative prior to commencement of work.

8. All existing trees shall remain on site and be protected during construction. Repair, replacement, and/or removal as determined by the owner shall be at the contractor's expense.

9. The contractor shall ensure that the existing turf to remain shall be repaired by the contractor at no additional cost.

10. Final construction access location shall be coordinated and verified by the owner.
GENERAL NOTES:

1. CONTRACTOR TO CALL BLUE STAKES PRIOR TO COMMENCEMENT OF ANY WORK AT 1-800-662-4111 TO VERIFY

2. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST AMERICAN PUBLIC WORKS

3. THE CONTRACTOR WILL BE REQUIRED TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND

4. NOTIFY HIGHLAND CITY INSPECTION DEPARTMENT 48 HOURS PRIOR TO BEGINNING CONSTRUCTION OF ANY

5. EXISTING UTILITIES, EASEMENTS, AND STRUCTURES SHOWN ON THE DRAWINGS ARE IN ACCORDANCE WITH

6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL REQUIRED PERMITS, LICENSES, AND

7. DAMAGE TO ANY EXISTING IMPROVEMENTS OR TO ANY PORTION OF THE PROJECT'S SURROUNDING AREA

8. NEW POST TENSIONED SLAB SHALL BE THE SAME SIZE AS EXISTING COURT INCLUDING APRON. NEW SLAB SHALL

9. CONTRACTOR TO FIELD VERIFY AND STAKE ALL LAYOUT FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO

10. THE PROJECT SHALL NOT BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT, AND SIDEWALKS HAVE

11. DIGITAL FILES OF SITE PLAN WILL BE PROVIDED AS NECESSARY AT CONTRACTOR'S REQUEST TO FACILITATE

12. THE PROJECT SHALL NOT BE CONSIDERED COMPLETE UNTIL ALL CURBS, PAVEMENT, AND SIDEWALKS HAVE

13. EXISTING ASPHALT PATH TO REMAIN

14. CONTRACTOR SHALL MAINTAIN FUNCTIONALITY OF EXISTING IRRIGATION SYSTEM DURING CONSTRUCTION TO

15. PROVIDE TWO PORTABLE ON-SURFACE PICKLEBALL NET

16. REPLACE EXISTING COURT LIGHTING WITH LED LIGHTS.

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14. CONTRACTOR SHALL MAINTAIN FUNCTIONALITY OF EXISTING IRRIGATION SYSTEM DURING CONSTRUCTION TO

15. PROVIDE TWO PORTABLE ON-SURFACE PICKLEBALL NET

16. REPLACE EXISTING COURT LIGHTING WITH LED LIGHTS.
GRADING NOTES:

1. FINISHED GRADES TO BE STAKED IN FIELD FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO INSTALLATION OF WALLS, CONCRETE, ETC. FAILURE TO RECEIVE APPROVAL MAY RESULT IN REWORK BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

2. CONTRACTOR SHALL DO ALL WORK TO MAINTAIN REFERENCE PLANE FOR ALL ELEVATION WORK. CONTRACTOR SHALL PRESENT EVIDENCE OF REFERENCED POINTS REMARKED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

3. ALL ELEVATION WORK SHALL HAVE A 1% CROSS SLOPE UNLESS OTHERWISE SHOWN ON PLAN.

4. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES AS REQUIRED BY THE STATE OF UTAH.

5. CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES AS REQUIRED BY THE STATE OF UTAH.
APWA STANDARD SPECIFICATIONS ARE HEREBY AMENDED TO INCLUDE THE FOLLOWING:

PART 1 - GENERAL

1.1 SUMMARY

A. This section includes surfacing of tennis/pickleball courts.
B. The Contractor shall be experienced in placing surfacing for post tensioned courts.
C. Related Sections include the following:
   1. Section 03 38 16 “Reinforced Post-Tensioned Concrete Court”.

1.2 QUALITY ASSURANCE

A. The work in this Section shall comply with the requirements of the American Sports Builders Association (ASBA) and shall conform with their standards for court construction. Contractor shall have an ASBA Certified Tennis Court Builder on staff. Proof of certification shall be required of successful bidder.
B. Contractor is required to submit three similar successfully executed projects.
C. Bonding requirements shall be per City requirements.

1.3 LIMITATIONS

A. Application temperature shall be a minimum of 60° F and surface temperature not above 130° F. Do not apply when surface is wet or if rain is imminent or forecast, or if night time temperatures are to be lower than 45° F. Keep from freezing. Do not store in direct sunlight for an extended period of time. Container shall be closed when not in use.

1.4 GUARANTEE

A. The Contractor shall guarantee the work against defective materials or faulty workmanship for the period of one (1) year and that the colored surface will not wear through for a period of two (2) years from date of completion.

PART 2 - PRODUCTS

2.1 PRIMER

A. Prime coat if required shall consist of a mixture of 100% acrylic latex, diluted 1:4 with water.

2.2 ACRYLIC RESURFACER
A. Acrylic resurfacer coats shall consist of the following mixture:

1. 55 gals Players Choice Acrylic Resurfacer Concentrate or approved equal.
2. 400 lbs. Silica Sand
3. 18-23 gals Fresh, Potable Water

2.3 ACRYLIC COLOR

A. The acrylic color applications for a slow tennis surface will consist of two (2) coats of the following mixture:

1. 55 gals Players Choice Acrylic Color Concentrate or approved equal.
2. 400 lbs. Washed Silica Sand, #50
3. 18-23 gals Fresh, Potable Water
4. Color Selection: Playing Area – blue as selected and approved by Owner.
   Perimeter Area – green as selected and approved by Owner.

2.4 PLAYING LINES

A. Playing lines shall be painted on using Players Choice Athletic Surfaces white, acrylic latex line paint or approved equal.

2.5 MANUFACTURERS

A. Players Choice Sport Surfacing Systems – Division of California Products Corp, 150 Dascomb Road, Andover, MA 01810 USA, (800) 225-1141; or approved equal.

PART 3- EXECUTION

3.1 SURFACE PREPARATION

A. Prior to the surfacing applications, the concrete shall be thoroughly cleaned (if needed) by the use of a power broom or power washer.

3.2 ACID ETCHING

A. If a compatible sealer is not used on the concrete, the concrete surface must be etched with muriatic acid, diluted with water at one part acid to ten parts water (always pour acid into water). Keep surface moist ahead of acid etching procedure. Brush acid into surface with a stiff broom. Acid solution should foam when poured onto concrete. Scrub surface to remove all dirt, as acid will not affect dirt. Flush surface thoroughly with water after acid solution stops foaming. Do not allow the acid etching mixture to dry on the surface.

3.3 PRIME COAT

A. Prime coat shall be applied when acid-etching is required. The primer shall be applied with a stiff broom immediately following the acid etching procedure, when the surface has dried. Primer shall not be allowed to puddle.
3.4 ACYLIC RESURFACER

A. The mixture will be agitated in a one hundred (100) gallon paddled mortar mixer so as to provide a consistent and homogeneous solution. The mixture will be applied over the entire court surface with a twenty-four inch (24") to thirty-six inch (36") rubber-tipped squeegee. The resurfacer coat(s) shall provide a uniform surface, with no ridges. One coat shall be applied, and further coats will be applied if necessary to provide for a uniform surface.

3.5 ACYLIC COLOR

A. The mixture will be agitated in a one hundred (100) gallon paddled mortar mixer so as to provide a consistent and homogeneous solution. The mixture will be applied over the entire court surface using a twenty-four inch (24") to thirty-six inch (36") rubber-tipped squeegee. The color is to be free of ridges and uniform. Refer to Part 2.3 for number of applications and court color selection.

3.6 PLAYING LINES

A. A minimum of four hours after completion of the color coating, the playing lines two inches (2") wide will be accurately located and marked by snapping a chalk line and placing one inch (1") masking tape guides, using a line taper. Latex acrylic line paint will be brushed on to provide a uniform line. The lines shall have clear definition and ragged lines will not be accepted.

END OF SECTION
PART 1 – DESCRIPTION OF WORK

1.1 Scope

The contract work to be performed under this specification consists of furnishing all of the required labor, materials, equipment, implements, complements, parts and supplies in accordance with the specifications and drawings for the site preparation of and construction of post-tensioned concrete courts.

The work shall be done in a thorough, workmanlike manner by contractors of the American Sports Builders Association (ASBA) and Post Tension Institute (PTI), and shall conform to their standards for tennis court construction. Contractor shall have a ASBA Certified Tennis Court Builder on staff and PTI Level 1 Unbonded Certified Field Technician on site. Proof of certification shall be required of successful bidder.

All steel tendon installation, concrete work and stressing of tendons shall be done by selected contractor (no part of work to be subcontracted). This provision intent is to provide continuity and one source responsibility for the integrity of the post-tensioned slabs.

Contractor referenced for five similar successfully executed projects will be required. Contractor(s) will provide proof of insurance and a 5% bid bond. A 100% performance and payment bond will be required of the successful bidder. The contract work to be performed under this section consists of furnishing all required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, the construction of a five inch (5”) thick post-tensioned concrete slab.

Information in this section applies only to the construction of post-tensioned concrete slabs and foundations on grade. The engineer shall not be responsible for embedded hardware, anchor bolts, holdowns, post bases, etc., designed by others. Items not specifically dimensioned on the plans such as posts, holdowns, etc., shall be located according to approved architectural plans and details.

All steel tendon installation, concrete work and stressing of tendons shall be done by selected contractor (no part of work to be subcontracted). This provision intent is to provide continuity and one source responsibility for the integrity of the post-tensioned slabs.

1.2 Submittals

Submit the following to the Engineer a minimum of 10 working days prior to installation:

- Job Mix Formulas and source quality data for stone base and fine aggregate materials.
- Dimensioned tendon layout locating tendons in horizontal plane.
• Tendon profile locating centerline of prestress force at maximum 4 foot intervals with respect to bottom of post-tensioned element. Show chairs, chair heights, location of support steel, and other information regarding tendon support methods.
• End anchorage details, including dynamic test data to verify fatigue properties are adequate to sustain maximum number and stress variations of loads anticipated during entire service life.
• Jacking forces, initial and anchorage.
• Required elongations, including narrative and details showing means of measuring elongations, tolerances for measurement.
• Clearance requirements for stressing equipment.

PART 2 – MATERIALS

2.1 **Stone Base Material**

Use Class A or Class B Untreated Base Course meeting requirements of APWA 32 11 23.

2.2 **Fine Aggregate Material**

Use Fine Aggregate Material base consisting of 1/2” minus washed concrete sand meeting ASTM C33.

2.3 **Polyethylene Sheeting**

Use minimum 6 mil thick polyethylene sheeting meeting the requirements of ASTM E 1745.

2.4 **Tensioning Cables and Anchors**

Post-tensioning strands and anchorages shall conform to the “PTI Guide Specifications for Post-tensioning Materials”.

The tensioning strands shall consist of one-half inch (1/2”) diameter, 7-wire, stress relieved strands, having a guaranteed ultimate tensile strength of 270,000 PSI (270 Kips). Strands shall conform to ASTM-416. Cables shall be fabricated to proper length for each slab, coated with a permanent rust preventative lubricant and encased in slip-age sheathing shall be repaired with tape prior to concrete placement. A maximum of six inches (6”) exposed strands is permitted at the dead-end anchor.

Anchorage for post-tensioning tendons shall be monostrand-type anchor system with current ICBO approval using a ductile iron casting of at least 2.25 inches by 4.5 inches of bearing. Pocket-formers shall be used on all stressing ends. The pocket-former shall provide adequate concrete coverage for the anchor as required by project details. Coating pocket-formers with oil or similar materials for ease of removal is acceptable. All dead end anchorages shall be shop fabricated, pre-seated wedges. Fabrication and manufacture of the unbonded system shall be in accordance with the guide specifications as outlined by the post-tensioning institute.
2.5 **Reinforcing Steel**

Use epoxy coated reinforcement steel, meeting material requirements of and placed according to APWA-Utah Chapter specification 03 20 00.

2.6 **Concrete Compressive Strength**

Use ready-mixed concrete designed, mixed and delivered according to APWA-Utah Chapter specifications for Class 4000 air-entrained concrete with a three to five-inch (3-5") slump.

**PART 3 – EXECUTION**

3.1 **Subgrade**

The area will be graded to the required depth to accommodate the base and concrete thickness and provide a uniform one percent (.83-1%) slope at plus or minus one tenth of a foot (+.1") in one plane. Scarify and compact top 8 inches of subgrade to ninety percent (90%) of standard density (AASHTO T-99) at optimum moisture. Grade subgrade material to within one-half inch (1/2") accuracy.

Alert the owner of any “soft spots:” or structures that could affect the stability of the slab.

The site preparation will be done so as to provide positive drainage away from the play courts where drainage requirements are not addressed by plans.

3.2 **Stone Base (if required)**

Place with automatic laser-regulated equipment capable of providing a true plane to plus or minus one-quarter inch (+1/4"). Place in one layer and compact to ninety five percent (95%) of standard density (AASHTO T-99) at optimum moisture. Grade stone base material to within one-quarter inch (1/4") accuracy.

3.3 **Polyethylene Sheeting**

Install two layers of polyethylene sheeting with upper layer laid in direction 90 degrees from lower layer. Overlap edges a minimum of 6 inches and tape edges.

3.4 **Fine Aggregate Base**

Place with automatic laser-regulated equipment capable of providing a true plane to plus or minus one-quarter inch (+1/4"). Place in one layer and compact to ninety five percent (95%) of standard density (AASHTO T-99) at optimum moisture. Grade fine grade base material to within one-quarter inch (1/4") accuracy.
Take care not to puncture the polyethylene sheeting during placement of the fine grade base.

### 3.5 Forming

Forms shall be accurately set to the lines and to plus or minus one-quarter inch (+1/4") of finished grades indicated on drawings and be securely staked to prevent settlement of movement during placement of concrete. Forms shall remain until concrete has taken final set.

### 3.6 Tensioning Cables and Anchors

All cables shall be supported on chairs and loosely tied two inches (2") high at all intersections (too tightly tied, tendon friction will increase when tensioning) to prevent vertical and horizontal movement during concrete placement. Strands shall be placed as engineered. See drawing details for cable spacing.

Install tendons and anchors at locations shown on plans. Locate Interior tendons (away from edge of slab or opening) at the approximate location dimensioned on plans. Tendons may be moved laterally, up to a maximum of 12 inches from given dimensions to avoid embeds, blockouts, etc. (see Detail A4). Tendon locations not dimensioned on plans shall be placed at approximately equal spaces between dimensioned control points.

All tendon overlaps shall be centered in depth in concrete slab unless noted otherwise.

Secure all tendons at each intersection with the appropriate chair or Dobie blocks. Vertical tendon dimensions shall vary not more than 1/8" from the dimensions shown on the drawings. Plastic chairs which provide saddle or side clips for the tendons need only be tied at every third tendon intersection. Dobie block or other chairs which allow tendons to move laterally shall be tied at each tendon intersection. Tie all tendon intersections at the perimeter of the slab.

Remove plastic tendon sheathing within 3 inches of back of anchor. Secure the dead end and stressing end anchors to the form boards with nails. Provide proper concrete coverage per project details.

### 3.7 Reinforcement Bar

Install rebar at locations shown on plans. Use minimum of 30 diameter overlap for rebar.

Placement of mild steel reinforcement shall be coordinated with placement of post-tensioning tendons, proper tendon placement has priority.

All reinforcing shall be bent cold. Bars shall not be un-bent and re-bent. Field bending of rebar shall not be allowed unless specifically noted and approved by Engineer.

### 3.8 Concrete Placement
Concrete contractor shall ensure that workmen exercise great care so as not to disturb locations of tendons during concrete placement.

Place each slab in one (1) continuous operation. Place slab with a mechanical screed or laser screed capable of providing a surface to ± ¼” in 10’ at a 1% slope. No tooled, cold/construction or sawed joints are allowed.

Do not add water to surface of concrete before or during finishing operations. Use of an evaporation retarder in accordance with manufacturer recommendations is acceptable. Do not use evaporation retarder as a finishing aid.

Provide a medium-broom finish for final surface texture.

Finish surface shall not have a water-holding area greater than 1/8” deep. Demonstrate surface flatness by Floor Flatness test or by flooding the court with water and allowing it to drain for one hour on a 70-degree or warmer day.

3.9 **Concrete Curing**

Moist cure the concrete slab for between seven (7) and ten (10) days by covering it with burlap, a polyethylene sheet or other curing paper. Liquid curing agents are not acceptable.

3.10 **Tendon Stressing**

Notify Engineer of stressing schedule a minimum of 3 working days prior to beginning stressing to allow engineer to schedule inspection to measure or verify elongations.

Partial stressing the day after concrete placement is recommended stressing to reduce shrinkage cracks. Apply partial (25% of all total force) tendon stressing as early as possible when the concrete strength obtains 1700 psi.

Apply full tendon stressing [stress each tendon to a maximum of eighty percent (80%) ultimate breaking strength, and anchored a minimum of seventy percent (70%) ultimate breaking strength] after concrete reaches 3,000 psi. Maximum temporary jacking force shall not exceed 33 kips.

All tendons shall be stressed by means of a hydraulic jack equipped with a recently calibrated (within 60 days) pressure gauge. Each jack shall be accompanied by a current certified calibration chart. Tendon stressing operator shall maintain rigid control of gauge pressure readings and elongation measurements. Measured elongation shall correspond to the calculated elongation by plus or minus 10%. Any discrepancies in tendon elongation or stressing operations shall be reported to the engineer before cutting the stressing ends.

On tendons 25 feet in length or less, gauge pressure governs over elongation. Tendons exceeding 100'-0" shall be stressed from both ends.
Do not stand behind the jack during stressing operations.

Upon completion of stressing and receipt of written approval by the engineer, cut off cable ends, coat stressing assemblies with an approved rust preventive material, and grout cone holes flush with edge of slab. Use non-shrink grout.
City Council the bid with Roberts Mechanical for $115,876 for the replacement of the air conditioning units at the Justice Center and City Hall.

BACKGROUND:
Since 2017, we have paid $51,838.25 on the air conditioning and heating systems at both City Hall and the Justice Center. City Hall ($7,462.41) and the Justice Center ($44,375.84).

Condition of Existing Air Conditioning Units at Justice Center and City Hall
City Hall and the Justice Court buildings were built in 2008. Each building has two condensers that have four compressors located outside the building and two evaporated coils located in the buildings that cool the buildings.

When the buildings were designed, the architect and mechanical engineer did not include enough air flow around the AC units. This has resulted in high air temperatures around the units. This has caused premature wear and tear and mechanical failures and is the primary reason we are seeing premature failure of the units. Since 2017, we have had Carrier, Holbrook, Robert’s Mechanical and Gunther’s all out to service and or inspect the units at both the Justice Center and City Hall.

In July, we began having additional issues with the air conditioning at the Justice Center. Early last week we learned that is was a failed compressor on one of the units. According to Roberts Mechanical, a replacement compressor is not available due to the R22 issue explained above.

At the end of last week, the remaining operating unit, which was pulling double duty per se, failed. We were able to salvage a part from the failed unit to get it up and running. As of this writing we have one unit serving the Justice Court building.
Since 2017, we have spent $23,611 on air conditioning repairs for the Justice Center. This only includes commercial repair companies and does not include repairs completed by city staff which have been frequent.

We have been more fortunate at City Hall in that we haven’t had to use commercial repair companies and have only spent $1,449. However, there has been frequent repairs completed by city staff. In addition, the units also have premature wear and tear as a result of the high air temperature surrounding the units. Because of the R22 mandate (see below), they will need to be replaced at some point in future. We have had to replace the condenser fan motors and contactors and wiring. Roberts Mechanical stated that an optimistic estimate of life of the units is one year.

While we may get additional life out of the units at City Hall, we have the opportunity to complete the project in September when the temperatures are cooler eliminating the impact on work flow, customers and library patrons. Without air conditioning for an extended period of time the building may not be able to be occupied as there is no ventilation in the building other than the HVAC system. It is also more cost effective to do both buildings at once.

R22 Refrigerant

R-22 is an HCFC refrigerant that is often used in air-conditioning equipment. In 1987, there was a decision made to phase the use and production of CFC refrigerants. The timeline for phase out in the United States is as follows:

- January 1, 2010 – Complete ban on the production and import of R22 with the exception of ongoing service needs of existing equipment.
- January 1, 2015 – ban on the sale and use of R22 with exception of serving the needs of existing refrigeration and air conditioning equipment.
- January 1, 2020 – Complete ban on the production and import of R22 refrigerant. The gas would not be available even for servicing of existing equipment.

After January 2020, the refrigeration and the air conditioning systems using R22 would have to depend on existing stockpiles of R22 refrigerant. The current cost is $125 a pound and it is only expected to rise daily.

As the deadline for the phasing out of R22 has gotten closer it has made the operation and maintenance of the existing equipment expensive. Last year we spent $10,818 on refrigerant alone to repair one of the units at the Justice center.

While it is possible to convert an R22 system to handle the new refrigerant called R-410A it is not recommended because the products have very different heat-transfer properties and use chemically incompatible lubricating oils. This means is that a system designed to use R-22 will fail quickly if filled with R-410A, and vice versa. Conversion would require replacing the R-22 compressor, evaporator and condenser. R-410A operates at higher pressures so the copper lines would also have to be replaced. Staff would not recommend the conversion as the risks outweighs the potential benefits especially in the light of the existing damage to the units.
**Proposal and Bids**

Since 2017, staff has been monitoring the amount of money being spent on repairs on these units. With the recent critical failure of one of the units at the Justice Court Building and the R22 mandate, staff decided that the best use of money would be a comprehensive approach to the problem by replacing all four AC units with associated equipment that use the R-410A refrigerant and install new louvers in the block walls that surround the AC units at the Justice Center and City Hall.

Staff requested bids from Roberts Mechanical, Gunther’s and Mountain Valley Temperature Control as follows:

- Roberts Mechanical – $115,876
- MVTC – $124,876
- Gunther’s – Was on site on 8/12 and stated they would provide a bid and will be forwarded upon receipt.

Robert’s has done most of the major work on the City buildings in the recent past. They replaced the heating system at the community center. They were also the ones that were able to identify the issue that is causing the premature failure and diagnosed the problem with the bad unit at the Justice Court. Another vendor wanted to charge $3,000 to detect if there was leak in the bad unit at the Justice Center. The condensers are in stock and the coils are approximately two weeks out. Further we would save approximately $10,000 by doing both projects at once.

**Heating Systems**

The heating system is separate from the air conditioning system. Since 2017 we have spent $20,764.82 on the Justice Center system and $6,013.41 on the City Hall system. This does not include work done by staff.

**RECOMMENDATION:**

Staff recommends that the Council accept the bid from Robert’s Mechanical for the following reasons:

- The two AC units at the Justice Center are in need of immediate replacement as a replacement compressor is not available. Further, R22 units are not compatible with R-410A units so only replacing one unit is not an option.
- Replace the two AC units at City Hall due existing damage and limited life expectancy.
- R22 refrigerant will not be available beginning in January.
- With the R22 mandate, there is a lack of parts available. Even if we salvaged parts from the existing units, these parts are worn out and have a limited life expectancy.
- It is estimated that the units at City Hall will need to be replaced within a year. Further, we would save approximately $10,000 by doing the projects at the same time.
- With the R22 mandate the units will need to be replaced when they fail. It is better to be able to schedule the replacement rather than have the units fail and the
buildings not being able to be occupied.

- Converting R22 units to R-410A units is not cost effective due to different operating temperatures and the condition of our current units.

**FISCAL IMPACT:**
The cost is $115,876. As this expenditure was not included in the current fiscal year budget funds will need to come previous years’ revenue. This will be included as part of the mid-year budget adjustments unless otherwise directed by the Council.

**ATTACHMENTS:**
1. Roberts Mechanical Bid
2. MVTC Bid
3. Gunther’s Bid (TBP)
4. Commercial Contractor Repair History Since 2017
PROPOSAL

CONTRACTOR: HIGHLAND CITY
JOB NAME: POLICE STATION & LIBRARY
ADDRESS: HIGHLAND
DATE: 8/7/19

INCLUDES THE FOLLOWING:

- 2-3-phase 15 TON condensers (R-410 refrigerant) per building
- Brazed copper lineset, with sight glasses and vibration isolators, all hangers and supports.
- New refrigeration piping insulation
- New refrigeration line stand to be placed away from wall to accommodate new louvers
- Control wiring
- Power wiring
- Moving of gas line (to accommodate new louvers)
- New louvers in block wall for air movement (3)
- 2 new R-410A refrigerant 2-circuit indoor evaporator coils installed in existing air handler (per building)
- New TXV metering devices
- New refrigeration dryer cores installed in core canisters operated for 2 weeks and then replaced.
- Condensate pan cleaned in air handler and drains flushed
- All 410A refrigerant
- Start-up and 1 year parts and labor warranty

Both buildings TOTAL $115,876.00
THIS IS A PROPOSAL AND BECOMES A CONTRACT WHEN SIGNED BY OWNER AND ROBERTS MECHANICAL L.L.C. UPON ACCEPTANCE. PROPOSAL IS GOOD FOR 30 DAYS.

BID SUBMITTED BY: ___________________________ DATE: ______
ACCEPTED BY: ___________________________ DATE: ______
August 9, 2019
Highland City

Subject: Police Station and Library

To Whom It May Concern,

We propose to install the HVAC equipment change out for the Highland Police Station and Library.

Material and Labor $124,876.00

If we can be of further help, please call.

This proposal may be withdrawn by us if not accepted within 60 days.

Sincerely,

Russell S. Cloward
RSC/rvp

Accepted by: ___________________ Date ___________
### HVAC Expenses for LPPD

<table>
<thead>
<tr>
<th>Date Paid</th>
<th>Vendor</th>
<th>Building</th>
<th>AC/Heat</th>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/25/2017</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>AC</td>
<td>Glycol leaks, installed two Belimo valves</td>
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<td>6/27/2017</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>AC</td>
<td>Cleaned coils, repair to compressor, added refrigerant</td>
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<td>6/28/2017</td>
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<td>Police Department</td>
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<td>R22 refrigerant and labor</td>
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<td>10/18/2017</td>
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<td>Police Department</td>
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<td>Replaced condenser coil</td>
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<tr>
<td>10/25/2017</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>AC</td>
<td>Static Air Control Tripped; reset Control Startup</td>
<td>$638.00</td>
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<tr>
<td>11/21/2016</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>Heat</td>
<td>Boiler repair - Replaced pump seal and rebuilt pump</td>
<td>$976.41</td>
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<tr>
<td>4/26/2017</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>Heat</td>
<td>Boiler repair - New seal kit/shaft</td>
<td>$2,805.03</td>
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<tr>
<td>4/27/2017</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>Heat</td>
<td>Boiler repair</td>
<td>$1,673.40</td>
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<tr>
<td>5/24/2017</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>Heat</td>
<td>Boiler repair - replaced hot water supply motor</td>
<td>$4,413.85</td>
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<tr>
<td>11/22/2017</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>Heat</td>
<td>Added glycol to system; replaced gaskets/fasteners/actuator/valve</td>
<td>$1,502.57</td>
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<tr>
<td>1/24/2018</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>Heat</td>
<td>Cleaned boiler strainers; replaced gauges</td>
<td>$1,029.99</td>
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<tr>
<td>2/22/2018</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>Heat</td>
<td>Replaced leaking valves and faulty controller</td>
<td>$2,792.00</td>
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<tr>
<td>3/5/2018</td>
<td>Carrier Corporation</td>
<td>Police Department</td>
<td>Heat</td>
<td>Boiler repair - neoprene sleeves</td>
<td>$754.08</td>
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<tr>
<td>10/15/2019</td>
<td>Holbrook Service</td>
<td>Police Department</td>
<td>Heat</td>
<td>Service call; Surface Ignitor replaced (part supplied by City-no charge)</td>
<td>$195.00</td>
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<tr>
<td>2/21/2019</td>
<td>Holbrook Service</td>
<td>Police Department</td>
<td>Heat</td>
<td>Diagnostic Services</td>
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<td>3/26/2019</td>
<td>Holbrook Service</td>
<td>Police Department</td>
<td>Heat</td>
<td>Replaced actuator motor and 2 single duct controllers</td>
<td>$2,557.49</td>
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<td><strong>Total AC Charges</strong></td>
<td><strong>$23,611.02</strong></td>
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<tr>
<td>11/22/2017</td>
<td>Holbrook Service</td>
<td>Police Department</td>
<td>Heat</td>
<td>Added glycol to system; replaced gaskets/fasteners/actuator/valve</td>
<td>$1,502.57</td>
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<tr>
<td>1/24/2018</td>
<td>Carrier Corporation</td>
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<td>Heat</td>
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<td>2/22/2018</td>
<td>Carrier Corporation</td>
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<td></td>
<td><strong>Total Heat Charges</strong></td>
<td><strong>$20,764.82</strong></td>
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</tbody>
</table>

### HVAC Expenses for City Hall

<table>
<thead>
<tr>
<th>Date Paid</th>
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<th>AC/Heat</th>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/25/2018</td>
<td>Robert's Mechanical</td>
<td>City Hall</td>
<td>AC</td>
<td>motor for library AC fan</td>
<td>$1,449.00</td>
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<td><strong>Total AC Charges</strong></td>
<td><strong>$1,449.00</strong></td>
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<td>2/14/2017</td>
<td>Carrier Corporation</td>
<td>City Hall</td>
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<td>Replaced plugged valve</td>
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<td>3/29/2018</td>
<td>Carrier Corporation</td>
<td>City Hall</td>
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<td>Boiler not functioning; cleaned boiler</td>
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<tr>
<td>4/19/2018</td>
<td>Carrier Corporation</td>
<td>City Hall</td>
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<td>Replaced blower and blower relay</td>
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<td>10/2/2018</td>
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<td>City Hall</td>
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<td>Boiler repair - Replaced hot surface ignitor and flame sensor</td>
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<td></td>
<td><strong>Total Heat Charges</strong></td>
<td><strong>$6,013.41</strong></td>
</tr>
</tbody>
</table>

### Total HVAC Charges

- **Total HVAC Charges for LPPD**: $44,375.84
- **Total HVAC Charges for City Hall**: $7,462.41
- **Grand Total Contracted HVAC Expenses 1/2016-7/2019**: $51,838.25