CLINTON CITY COUNCIL AGENDA
2267 N 1500 W Clinton, UT 84015

May 23, 2017

I. REGULAR SESSION – 7:00 P.M.
   1. Call to Order
   2. Pledge of Allegiance
   3. Invocation or Thought
   4. Roll Call

II. PUBLIC INPUT
   1. Oral Requests and Communications from the Audience
      Any public member desiring to address the Council shall, prior to the meeting, sign the “list to present” with the Clerk of the Council. They will be allowed up to three minutes to make their presentation. Please send requests to dcluff@clintoncity.com or call 801-614-0700.

BUSINESS
   A. Award of Bid for 2017 & 2018 Street Reconstruction Projects
   B. Amendment to Garbage Collection Contract - Extension

III. OTHER BUSINESS
   a. Approval of Minutes: May 9, 2017
   b. Approval of Accounts Payable
   c. Planning Commission Report
   d. City Manager’s Report
   e. Mayor’s Report
   f. Council Reports on Areas of Responsibility
   g. Action Item Review

IV. ADJOURN

Dennis W. Cluff
DENNIS W. CLUFF, CITY RECORDER

If you attend this meeting and, due to a disability, will need assistance in understanding or participating therein, please notify the City at least eight hours prior to the meeting and we will seek to provide assistance. The order of agenda items may be changed or times accelerated as time permits with the exception of public hearings.
**CLINTON CITY COUNCIL AGENDA ITEM**

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<tr>
<th>SUBJECT: Award of Bid – 2017 &amp; 2018 Street Reconstruction Projects</th>
<th>AGENDA ITEM: A</th>
</tr>
</thead>
<tbody>
<tr>
<td>PETITIONER: Dennis Cluff, Mike Child</td>
<td>MEETING DATE: May 23, 2017</td>
</tr>
<tr>
<td>RECOMMENDATION: That Council award the bid to the lowest responsive bidder for the 2017 Street Projects and table the bid award on the 2018 Street Projects to July 11, 2017.</td>
<td>ROLL CALL VOTE: NO</td>
</tr>
</tbody>
</table>

**FISCAL IMPACT:**

**BACKGROUND:**

We have combined the two remaining 2017 Streets Projects (2300 N 2280 W to 2500 W and 1300 N 1500 W to 1800 W) with the 2018 Streets Projects expecting to obtain a better price because of the volume. We held a Pre-Bid meeting on Tuesday May 16th and the Bid opening will be Tuesday morning May 23rd. This Bid is in two phases (the remaining 2017 projects and the new 2018 projects). Our City Engineer has sent the bidders an addendum informing them that Phase 1, the 2017 projects, will be awarded at this City Council meeting and Phase 2, the 2018 projects, will be awarded at your July 11th Council meeting.

The 2017 Street Projects are funded in the current budget and we would like to get as much done as possible on these two streets completed during this Fiscal Year. Attached are the project plans for both project years.

**ATTACHMENTS:** Project Plans
CLINTON CITY CORPORATION
2017 STREET RECONSTRUCTION PROJECT

CLINTON, UTAH

PROJECT NO. 55-16-048
March 2017

BID SET

### DRAWING INDEX

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</tr>
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FILE:
F:\PROJECTS\JUB\CLINTON\55-16-048_CLINTON_2016_STREETS_RECONSTRUCTION\2017_RECON\CAD\SHEET\GENERAL\55-16-048_G-101X_2017.DWG

Plot Date: 5/10/2017 5:15 PM  Plotted By: Alea Nielson
Date Created: 5/8/2017
1. GENERAL:

A. The General Notes and Specifications supplement the Project Direc- tional, Technical, and Specifi cations for the project.

B. The Contractor is responsible for all construction, temporary, and permanent structures and systems to be provided by the owner in accordance with all applicable local, state and federal require- ments. To ensure the efficiency and safety of all construction work, the owner will provide all necessary support structures, including but not limited to:�
c. The General Notes and Specifications are intended to provide the General Construction Details and Methods for Projects in accordance with the Project Specifics that are not specifically shown in the Plans. The General Notes and Specifications are intended to be read in conjunction with the Plans and Specifications.

2. CONTRACTOR RESPONSIBILITY FOR COORDINATION:

A. If the Contractor is responsible for coordinating the work shown on exis- tence surveys and other construction activities, the Contractor shall be responsible for coordinating such work in accordance with the Project Specifics, and the owner's requirements. The Contractor shall be responsible for notifying all parties affected by the work and for ensuring that the work is completed in a manner that does not interfere with the owner's use of the property.

B. The Contractor is responsible for verifying all existing construction, temporary, and permanent structures and systems to be provided by the owner in accordance with all applicable local, state and federal require- ments. To ensure the efficiency and safety of all construction work, the owner will provide all necessary support structures, including but not limited to:�
c. Any construction work done by the Contractor before obtaining such clearance from the owner shall be at the Contractor's own risk and cost. Furthermore, any work required to correct, replace, and/or restore the work as directed by the owner shall be at the Contractor's own risk and cost.

3. PROJECT NOTES:

A. The Contractor shall use the necessary project area to fullest extent possible.

B. Any damage to public or private property resulting from construction activities shall be repaired at the Contractor's expense. The Contractor shall be responsible for coordinating all construction activities with the owner and any other public or private agencies as required.

C. The Contractor shall coordinate all existing utilities and be responsible for coordinating such activities in accordance with the Project Specifics. The Contractor shall be responsible for ensuring that the work is completed in a manner that does not interfere with the owner's use of the property.

D. Any construction work done by the Contractor before obtaining such clearance from the owner shall be at the Contractor's own risk and cost. Furthermore, any work required to correct, replace, and/or restore the work as directed by the owner shall be at the Contractor's own risk and cost.

4. EARTHWORK:

A. Tree and remove existing vegetation, debris, and other deleterious materials from the excavation limits.

B. If it is anticipated that no groundwater will be found during the excavation, however, the excavation area shall be monitored for water penetration. If water is found, the excavation area shall be dewatered to prevent the Contractor from being responsible for any additional work required to control the water.

C. The Contractor shall be responsible for coordinating and controlling existing utilities as required to maintain safety of both excavation sites and existing utilities. The Contractor shall be responsible for ensuring that the work is completed in a manner that does not interfere with the owner's use of the property.

D. The Contractor shall excavate the site to the limits and elevations shown on the Plans.

5. EXISTING UTILITIES:

A. The location of existing utilities is shown in an approximate manner.

B. Existing utilities are shown unless otherwise noted.

C. Any discrepancies and/or conflicts to the attention of the owner immediately.

D. Existing utilities shall be coordinated with the Contractor, and the Contractor shall be responsible for coordinating and controlling existing utilities as required to maintain safety of both excavation sites and existing utilities. The Contractor shall be responsible for ensuring that the work is completed in a manner that does not interfere with the owner's use of the property.

E. Restore any utilities damaged due to construction to at least the condition existing at the end of the project.
GENERAL NOTES:
1. All work is to be done in strict accordance with the Clinton City Standards.
2. Raise all manholes, valves, and survey monuments to grade with a concrete collar.

SCALE IN FEET
50 100
VERT
HORZ
20 40

CONSTRUCTION PRELIMINARY
NOT FOR PLANS

J-U-B ENGINEERS, INC.
Kaysville, Utah 84037
J-U-B ENGINEERS, INC.
466 North 900 West
www.jub.com
Fax: 801.547.0397
Phone: 801.547.0393

2017 STREET RECONSTRUCTION PROJECTS
CLINTON CITY CORPORATION
PHASE 1
1300 NORTH STREET PLAN AND PROFILE
STA. 0+80 TO 6+10
55-16-048
JRH
BKW
BKW
C1-201

FILE:
F:\PROJECTS\JUB\CLINTON\55-16-048 CLINTON 2016 STREETS RECONSTRUCTION\2016 RECON\CAD\SHEET\CIVIL\1300 N\55-16-048-1300N_C-201X.DWG

Plot Date: 5/11/2017 3:10 PM  Plotted By: Travis Green
Date Created: 5/9/2017
GENERAL NOTES:

1. All work is to be done in strict accordance with the Clinton City Standards.

2. Have all manholes, valves, and survey monuments to Grade with a concrete collar.

TYPICAL RECONSTRUCTED CROSS-SECTION

SUGGESTED
2017 STREET RECONSTRUCTION PROJECTS
CLINTON CITY CORPORATION
PHASE 1
1300 NORTH STREET CROSS SECTIONS

J-U-B ENGINEERS, INC.
Kaysville, Utah   84037

www.jub.com
Phone: 801.547.0393
Fax: 801.547.0397
2017 STREET RECONSTRUCTION PROJECT
CLINTON CITY CORPORATION
2300 N AND 1500 W, 1300 N 1000 W INTERSECTIONS
PHASE 2
55-16-048
JRH
BKW
BKW
C2-103

1. ALL WORK IS TO BE DONE IN STREET ACCORDANCE WITH THE CLINTON CITY STANDARDS.
2. RAISE ALL MANHOLES, VALVES, AND SURVEY MONUMENTS TO GRADE WITH A CONCRETE COLLAR.
3. CONTRACTOR TO REPAIR DISTURBED LANDSCAPING TO EQUAL OR BETTER CONDITION. PAYMENT INCLUDED IN EACH RESPECTIVELY ENGINEER.

MANHOLE CIRCLES

VALVES

CATCH BASIN

2017 STREET RECONSTRUCTION PROJECT
CLINTON CITY CORPORATION
2300 N AND 1500 W, 1300 N 1000 W INTERSECTIONS
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VALVES

CATCH BASIN

TYPICAL RECONSTRUCTED CROSS-SECTION

SCALE N.T.S.

LEAVE BASE COURSE MATERIAL BELOW UP TO EXISTING CURB AND GUTTER (2% FOR 3" THICK ASPHALT, 4% FOR 5" THICK ASPHALT)

COMPACTED EXISTING BASE COURSE OR IMPORTED BASE COURSE WHERE AUTHORIZED

EXISTING CURB AND GUTTER (TYP)

UNIFORM SLOPE (2% MIN, 3% MAX)

CROWN

ASPHALT SURFACE, THICKNESS VARIES BY STREET

VARIES 18'-2"

VARIES 36'-42"
### CLINTON CITY COUNCIL AGENDA ITEM

<table>
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<tr>
<th>SUBJECT: Amendment to Garbage Collection Contract-Extension</th>
<th>AGENDA ITEM: B</th>
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<tbody>
<tr>
<td>PETITIONER: Steve Robinson, Dennis Cluff</td>
<td>MEETING DATE:</td>
</tr>
<tr>
<td>RECOMMENDATION: That Council consider granting a 5-year extension to the existing contract with Robinson Waste Services, Inc., extending the contract to June 30, 2022.</td>
<td>May 23, 2017</td>
</tr>
<tr>
<td>ROLL CALL VOTE: NO</td>
<td></td>
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</tbody>
</table>

### FISCAL IMPACT:

**BACKGROUND:**

Robinson Waste Services, Inc (RWS) is willing to provide a 3-year rate guarantee for a 5-year extension added onto the existing contract which currently expires June 30, 2017. RWS is seeking a $0.18 per 1st can and a $0.08 per additional can increase.

At the end of the 3-year period, RWS will have the option of a potential rate increase based on the CPI. Depending on the City’s growth during this 3-year period, RWS may or may not seek and increase, as they have shown in previous years.

All of the other provisions of the previous contract remain the same. The positive points of this action for the City is we get continued excellent service at a low rate for an extended period of time. The City Attorney has reviewed this situation and agrees that you may extend and/or modify the contract with mutual approval.

### ATTACHMENTS: modified agreement
SOLID WASTE COLLECTION CONTRACT
AMENDMENT

THIS CONTRACT AMENDMENT is entered into the 23rd day of May, 2017 between Clinton City, a Municipal Corporation of the State of Utah (hereinafter called the "City", and Robinson Waste Services, Inc. hereinafter called "Contractor."

WHEREAS, the Contractor represents that it is fully qualified to provide solid waste collection services within the City; and,

WHEREAS, the Contractor desires to continue the contract past the existing ending date of June 30, 2017 and,

WHEREAS, the City desires to have the Contractor perform residential solid waste collection and disposal service in accordance the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Contractor hereby agrees to provide residential solid waste collection and disposal services to all areas located within the City in accordance with the terms of this Contract and the Specifications which are attached hereto and by this reference made a part hereof.

2. Contractor hereby agrees to furnish all personnel, labor, equipment, vehicles, and other items necessary to provide the residential solid waste collection and disposal services provided for in this Contract and the Specifications attached hereto.

3. All provisions of this Contract and the attached Specifications shall be strictly adhered to by the Contractor. No amendment to the Contract or the Specifications shall be made unless in writing and signed by the parties hereto.

4. The term of this Contract Amendment for automated residential collections shall be for a 5-year period, commencing on July 1, 2017. Upon expiration of this period, the City may do any of the following:
   a. Request competitive proposals from contractors;
   b. Extend this Contract in writing upon terms mutually satisfactory to the City and the Contractor; or,
   c. Make other arrangements satisfactory to the City.
5. The Contractor agrees to provide the above mentioned collection and disposal services for the first three (3) years (to June, 30 2020) at the base rate of $4.13 for the first can and $1.93 each for additional cans. In addition, a fuel allowance shall be added to the monthly can cost. This allowance shall be a consumption-based charge of .33 on fuel costs above $3.00 per gallon, based on the monthly average of diesel fuel prices published by the Department of Energy, Rocky Mountain Region. After the 3-year period, if desired, the Contractor may petition a base fee increase. Any increase granted by the City shall be based on actual cost increases (CPI) during the previous 12 months period. The City shall have final approval of any such increase granted the Contractor.

6. This Contract along with the Specifications attached, contain the entire agreement of the parties with respect to the subject matter hereof as of its date, and no prior promises, representatives, warranties, inducements, or understandings between the parties with respect to the subject matter hereof which are not contained herein shall be of any force or effect.

7. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement or in pursuing any remedy provided hereunder or by the statues or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. If any provision or part of this Contract shall be declared illegal, void or unenforceable for any reason, the other provisions and parts shall not be affected but shall remain in full force and effect.

9. This Contract shall be governed by the laws of the State of Utah both as to interpretation and performance.

10. This Contract shall inure to the benefit of, and be binding upon, of the parties hereto and their respective officers, employees, agents, successors in interest and assigns.

11. Neither party shall have the right to assign its rights and interests under this Contract without the other party's prior written consent being first obtained.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by and through their duly authorized representatives as of the 23rd day of May, 2017.
FOR: Clinton City Corp

_____________________________
L. Mitch Adams, Mayor

Attest:

_____________________________
Dennis W. Cluff, Recorder

FOR: Robinson Waste Services Inc.

_____________________________
Steven C. Robinson, owner
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1.00 DEFINITIONS
The following words and terms when used herein shall be defined as follows:

1.01 Approved Garbage Containers: Approved Garbage Containers consist of 90 or 100, 300 or 400-gallon containers for residents and of 90,100, 300, or 400-gallon containers for park pick-up and other City uses as approved by the City. These containers are designed specifically for automated collection, and some are equipped with wheels for easy movement by residents and other City users, all containers have permanently attached, tight-fitting lids. 

1.02 Bulky Wastes: Wastes that are not capable of being stored in the approved automated refuse containers and cannot be picked up by automated collection vehicles, including items such as appliances, furniture, large tree branches, lawn sod and Christmas trees, etc.

1.03 City: Means Clinton City, Utah, a municipal corporation,

1.04 Commercial Solid Waste: Garbage, rubbish, trash, food wastes, etc, resulting from the normal activities of commercial users.

1.05 Commercial Users: An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, governmental entity, church, etc.

1.06 Construction and Demolition Waste: Waste building materials and rubble resulting from construction, remodeling, repair or demolition operations on houses, buildings, structures, or pavements.

1.07 Contractor: The person, corporation, Limited Liability Company or partnership performing residential solid waste collection and disposal under contract with the City,

1.08 Food Wastes: Animal, vegetable, or mineral matter derived from the preparation or packaging of foodstuffs.

1.09 Garbage: The animal and vegetable waste or food refuse resulting from handling, preparing, cooking or consumption of food.

1.10 Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, the State of Utah Department of Environmental Quality to be "hazardous" as that term is defined by or pursuant to Federal, State or local law.

1.11 Non-processible Waste: Goods and material which are not residential and/or are prohibited by the disposal facility which items include the following:

(a) Any loads the majority of which consists of combustible material;

(b) Hazardous waste of any kind;

(c) Any material that when incinerated clearly conducts electricity;

(d) Explosives;

(e) Medical or pathological wastes;

(f) Animal or human body parts or remains;

(g) Any materials the majority of which is liquid;

(h) White goods or appliances;
(i) Construction debris of unprocessable proportions;

(j) Large metal objects of any kind;

(k) Large sealed containers of any kind;

(l) Motor vehicles or related parts;

(m) Any item exceeding two feet by two feet by five feet in dimensions;

(n) Wood having a cross section exceeding nine inches or five feet in length;

(o) Any vehicle containing material that is on fire, "Hot Load.;" and,

(p) Drywall.

Non-processible waste shall also include the following: Commercial User; Commercial Solid Waste; Food Wastes; and, Bulky Wastes as defined herein.

1.12 **Residential Solid Waste:** Garbage and rubbish produced by or resulting from the normal activities of households.

1.13 **Residential Unit:** An occupied dwelling unit such as a home trailer, or multi-family dwelling of four or less units, which is located adjacent to a public street. A residential unit shall not include residential planned unit developments, etc., unless otherwise approved by the City. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing. A dwelling unit is not occupied if the persons living therein are absent for over 90 days, or are absent for 30 continuous days after notice to the City, whichever period is shorter.

1.14 **Rubbish:** All solid waste except garbage and hazardous waste, including, but not limited to: ashes, bedding, cardboard, paper, wood, cans metal glass, crockery, rubber, plastic, leather, rags and yard trimmings.

**2.00 SCOPE OF WORK**

The work under this Contract shall include all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the contract Documents. The major item of work is weekly collection of solid waste from all residential units in the City.

Collection of solid waste from any residential unit larger than four units or from any commercial or private industrial establishment is not part of this contract. The Contractor is free, subject to any agreement privately entered into between the Contractor and others, to collect any other solid waste. The Contractor has no claim to the commercial solid waste within the City.

Work under this contract includes collection of refuse from all City facilities and Christmas tree collection. If requested by the City, spring and/or fall clean-up collections will also be required. Separate remuneration shall be set for these clean-ups.

**3.00 WORKING CONDITIONS**

The Contractor understands that the City area is subject to intense and inclement weather conditions including but not limited to snow, high velocity winds, fog, rain, heat and flooding.
The Contractor understands he is responsible for providing solid waste collection services no matter what the conditions or circumstances as long as the contract continues in force. The Contractor is responsible for making all reasonable efforts including, but not limited to, additional trucks, personnel and tire chains, to continue to provide consistent reliable service. The Contractor shall complete the work in and under conditions he may encounter or create, without extra cost to the City.

4.00 COLLECTION FROM PUBLIC SITES

4.01 City Facilities: Work under this contract includes collection and disposal of all garbage and rubbish from all City facilities. Additional facilities may be added and the container size and collection schedule may be modified over the term of the contract.

<table>
<thead>
<tr>
<th>Pickup Site</th>
<th>Location</th>
<th>Containers Size</th>
<th>Collection Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Hall area</td>
<td>2267 N 1500 W</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>Public Works Shops</td>
<td>1711 W 1725 N</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>City Park &amp; buildings-Civic Center</td>
<td>1740 W 1725 N</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>Veteran’s Park</td>
<td>1740 N 1000 W</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>Meadows Park</td>
<td>550 W 2300 N</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>Powerline Park</td>
<td>1740 W 1725 N</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>West Clinton Park</td>
<td>2025 N 2750 W</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>City Pond Park</td>
<td>2415 N 3000 W</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>Heritage Park</td>
<td>1300 N 1000 W</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
<tr>
<td>Kestrel Park</td>
<td>3420 W 1800 N</td>
<td>2-4 cu yd containers</td>
<td>weekly or as needed</td>
</tr>
</tbody>
</table>

4.02 Spring/Fall Cleanup Campaign: When requested by the City, the Contractor shall provide a spring and/or fall cleanup collection and disposal service in accordance with the City’s cleanup campaign rules and regulations. The Contractor and the City shall negotiate a reasonable fee for each the spring and/or fall cleanup service.

4.03 Christmas Tree Collection: The Contractor, if requested by the City, shall provide at no additional cost Christmas tree collection service. Trees are to be picked up in accordance with the City regulations on a date to be determined by the City and Contractor after January 1st of each year.

5.00 MATERIALS COLLECTED

5.01 Materials Collected: The Contractor shall collect residential solid waste as defined in this document.

5.02 Non-processible and Hazardous Waste: The Contractor shall not be required hereunder to provide haul service for non-processible waste. No hazardous wastes will be collected by the Contractor unless specifically requested by the resident, approved by the City and agreed to by the Contractor.

6.00 CONTAINERS

6.01 Containers: The City shall provide sufficient approved garbage containers for the use of
all residential users as required and shall assemble and deliver the same to all City residents as needed during the term of this agreement, and the City shall provide personnel as necessary to record serial numbers of containers and the residences or locations to which delivered. The Contractor shall repair or replace all containers damaged by the Contractor during the term of this Agreement, normal wear and tear excepted. It is further agreed that all residential approved garbage containers provided to the City’s residents are the property of the City.

6.02 Unapproved Containers: The Contractor shall not be required to collect solid waste unless it is in an approved garbage container, as defined in Paragraph 1, except as otherwise provided for in this Agreement.

6.03 Special Services and Containers: The Contractor will provide at no additional cost special service for handicapped persons or senior citizens not able to handle the 90 or 100 gallon approved garbage container. Such special service will be as directed and approved by the City.

6.04 Container Location: All approved garbage containers shall be placed within two feet of the blacktop or in the gutter if curb and gutter is present, and at a location that is readily accessible to the Contractor and its equipment, unless previous arrangements are made between the resident and the Contractor.

7.00 COLLECTION OPERATION

7.01 Collection Point: Normal collection points for residential refuse shall be at curbside.

7.02 Collection Equipment: The Contractor shall provide an adequate number of vehicles approved by the City for regular collection services. Vehicles and equipment shall be kept in good condition and repair, appearance, and in a sanitary condition at all times, properly inspected and meeting State and local requirements. Vehicles used by the Contractor shall not be older than seven (7) years. Each vehicle shall have clearly visible, on each side, the name and telephone number of the Contractor. Contractor agrees to furnish the City with the make, serial and license numbers of the vehicle or vehicles primarily assigned to City pick-up. Contractor shall provide and maintain vehicles and equipment in such a manner so as to not gouge scrape, peel or otherwise damage approved garbage containers owned by the City.

7.03 Hauling: All solid waste hauled by the Contractor shall be contained or enclosed so that leaking, spilling or blowing of the material is prevented. In the event of any spillage by the Contractor, the Contractor shall immediately clean up the litter. Contractor shall immediately clean up any fluid leaks emanating from Contractors collecting equipment, including but not limited to hydraulic fluids and oil.

7.04 Litter: The Contractor shall not litter premises in the process of making collections. The Contractor shall not be required to collect or clean up material that has not been placed in an approved garbage container or in a manner herein provided. Any spillage or litter caused by the Contractor shall be cleaned up by the driver on the spot.

7.05 Disposal Facility: All residential solid waste collected shall be hauled by the contractor to the Davis County Solid Waste Management and Energy Recovery landfill or burning facilities as required by regulations. The Contractor shall become familiar with and abide by all rules regulations, laws, contract, provisions, etc., related to the use of said disposal facilities.

7.06 Collection Schedule: The Contractor shall prepare and submit for approval by the City, a collection schedule which shall insure regular weekly collection service. Adequate equipment, forces and materials shall be made available by the Contractor to start work on the date ordered by the City and to comply with the collection schedule. The Collection schedule shall
show the days of the week on which collection will be made at each residential unit in the collection zone. All regular collection shall be made Monday through Saturday. Adjustments may be made for holidays or emergency upon prior written concurrence of the City.

(a) Maps and schedules of collection routes shall be provided to the City a minimum of 30 days prior to the initiation of collection operations or changes in operation.

(b) Maps and schedules of collection routes shall show the day(s) for regularly scheduled pickup for each route and area.

(c) The City shall give prior written approval to all routes and schedules when established or changed prior to Contract implementation of same,

(d) Changes in regular collection routes or schedules shall not be made more often than once during any six month period without the written consent of the City.

7.07 Holidays: The following shall be holidays for purposes of this contract:

Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Contractor may observe all of the above mentioned holidays by suspension of collection service on that holiday.

The Contractor shall notify each and every residential unit in the City of the holiday collection schedule by newspaper notice, which the contractor shall cause to be published in a newspaper of general circulation. Notice shall be published at least two days prior but not more than seven days prior to the interruption of regular collection. The notice shall clearly state the new collection date and the area affected by the new collection date. If the collection is made the day immediately following the holiday, no published notice shall be necessary.

7.08 Time of Collection: The Contractor shall not commence collection of refuse in residential areas prior to 6:00 A.M. or continue after 9:00 P.M. without approval of the City.

7.09 City Not Liable for Delay: In no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

7.10 Commercial Collection: The Contractor may deal directly with business, commercial, industrial and institutional establishments and non-complying residences and all sums collected by it from such establishments shall belong to the Contractor as its compensation and shall not be accounted for by it to the City. The City, however, does not, by this Agreement, purport to grant to Contractor the exclusive right to collect and dispose of such business, commercial, industrial and institutional garbage, the same being a matter of negotiation and individual agreement with said contributors. In the event the Contractor shall handle such business, commercial, industrial and institutional garbage, it shall be required to obtain a City Business License and to comply with all applicable Ordinances and regulations with respect to the hauling and disposal thereof. Contractor agrees not to co-mingle any business, commercial, industrial and institutional waste with that collected from residential users, municipal buildings, City parks and special pickups within the City, or co-mingle any wastes collected outside the City with those collected pursuant to this Contract.

7.11 Books. Records and Contract Confidentiality: The Contractor shall keep records of
wastes collected and delivered to the landfill/energy facility and of the charges therefore, and
to furnish to the City coincident with and as a condition of processing monthly payments,
requests, a monthly record showing amounts of wastes so delivered and the days of delivery
of the same, with truck identification. The City shall have the right to review any records which
in any way pertain to said deliveries or to the payments due to the Contractor. All information
so obtained shall be confidential and shall not be released by the City unless expressly
authorized in writing by the Contractor.
7.12 **Tipping Fees:** The City shall pay all tipping fees to the landfill facility pursuant to this
Contract.
7.13 **Notification of Violations:** The Contractor’s employee shall notify property owners of
violations of the City’s garbage collection and disposal regulations. Notification shall be given
by filling out and attaching to the garbage can handle a violation notification form which shall
be provided by the City. The Contractor’s employee shall keep a written record of all such
notices distributed, and furnish the City coincident with processing the monthly invoice
requests, a monthly written summary of all such notices given.

8.00 **EMPLOYEES**
The Contractor agrees to prohibit any employee from working while under the influence of
alcohol, drugs or otherwise impaired and to prohibit drinking of alcoholic beverages by his
drivers and crew members while on duty or in the course of performing their duties under this
Contract. Contractor’s employees shall be required to wear a clean uniform bearing the
Contractor’s name. Employees who normally and regularly come into direct contact with the
public shall bear some means of individual identification such as a name tag or identification
card. Employees driving the Contractor’s vehicles shall at all times possess and carry a valid
commercial driver’s license issued by the State of Utah having a class required to operate the
collection vehicle being operated. Contractor’s employees, officers,
agents and sub-contractors shall, at no time, be allowed to identify themselves or in any way
represent themselves as being employees or agents of the City.

9.00 **COMPLAINTS**
It is of the utmost importance that the services required under this contract be provided in a
reasonable and responsive manner sufficient to develop and sustain adequate public
acceptance and support of Contractor’s services. As a condition of accepting this Contract, the
Contractor assures that service will be performed in this manner and to adhere to the
following:
9.01 **Office:** The Contractor shall maintain a local telephone number or such other office
facilities through which he/she can be contacted. It shall be equipped with sufficient
telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on
regular business days. Such office shall be in or within a reasonable distance from the City.
The Contractor shall maintain the capability to receive service complaints by telephone (in
person) during all normal working hours; and by telephone, in person or by recorder at all
other times.
The Contractor shall furnish the City with after-hours telephone numbers for emergency
response.
9.02 **Response and Resolution:** The Contractor shall resolve all complaints regarding services
in a prompt, courteous and expeditious manner. Whenever the Contractor receives notification
of locations which have not received scheduled service, the Contractor shall provide collection
before 9:00 P.M. the same day, if notice is received before 3:00 P.M., or before 10:00 AM. The Contractor shall report the disposition of all complaints by telephone or email to the designated City representative in a timely manner.

9.03 Documentation: The Contractor shall maintain a permanent log of all service complaints; said log shall specify the following items as a minimum:

1. The name, address and phone number of complaint;
2. The date and time (hour) the complaint was received;
3. The specific nature of the complaint;
4. The date and time (hour) the complaint was responded to;
5. The date and time the complaint was resolved;
6. The manner in which the complaint was resolved.

The Contractor shall submit a current monthly summary of this log to the City coincident with and as a condition of processing monthly payment requests.

9.04 Performance Standards and Penalties: Should the number of verified missed services per day exceed 2% of the residential units during any month, a penalty equal to $10.00 times the number of missed services shall be deducted from the Contractor’s billing. On the second notice of any verified unconnected complaint, the City may, at its option, remedy the complaint and assess $50.00 liquidated damages, to be deducted from that month’s billing. The Contractor and City recognize that City will suffer damage if Contractor fails to comply with the aforesaid provisions, that such damages would be difficult to ascertain, and that the aforesaid sum is a reasonable and agreed estimate of City’s actual damages for each such failure of Contractor.

10.00 LAWS. LICENSES AND TAXES

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. The Contractor shall obtain all licenses and permits and promptly pay all taxes required by governmental agencies.

11.00 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

12.00 INDEMNITY

The Contractor shall indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expense, and attorneys’ fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided however, that the Contractor shall not be liable for any suits actions legal proceedings, claims, demands, damages, cost, expenses and attorneys’ fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

13.00 INSURANCE

The Contractor shall at all time during the Contract maintain in full force and effect Workmen’s
Compensation, Public Liability and Property Damage Insurance as provided herein.
All insurance shall be by insurers and for policy limits acceptable to the City and shall name
the City as an additional insured entity. Before commencement of work hereunder the
Contractor agrees to furnish the City certificates of insurance of insurance of other evidence satisfactory to
the City to the effect that such insurance has been procured and is in force. The certificates
shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to
the insured for which this certificate is executed and are in force at this time, In the
event of cancellation or material change in a policy affecting the certificate holder,
thirty (30) days prior written notice shall be given the certificate holder."

For the purpose of Contract, the Contractor shall carry the following types of insurance in at
least the limits specified below:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workmen’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Bodily Injury Liability</td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td>Except Automobile</td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Automobile Bodily Injury</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Liability</td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td>Automobile Property/</td>
<td>$2,000,000 each occurrence</td>
</tr>
<tr>
<td>Damage Liability</td>
<td></td>
</tr>
</tbody>
</table>

14.00 BOND

14.01 Performance Bond: Contractor shall execute and deliver to the City a performance bond
with a satisfactory corporate surety, conditioned upon the faithful performance of this Contract.
The performance bond shall be in the amount of $10,000 or one month’s contract fees,
whichever is greater, and shall be in force for the full term of the contract. This contract shall
not become effective until the bond has been delivered to the City and approved by the City
Attorney. This contract shall be subject to termination by the City at any time if said bond is
cancelled or the surety thereon relieved from liability for any reason. The term of such
performance bond shall be the same as the term of the Contract.
Premium for the bond described above shall be paid by the Contractor. The surety on the
bond shall be a duly authorized corporate surety company authorized to do business in this
State.

14.02 Power of Attorney: Attorney-in-fact that signs performance bonds or contract bonds
shall file with each bond a certified and effectively dated copy of their power of attorney.

15.00 BASIS AND METHOD OF PAYMENT

15.01 Collection and Disposal Rates: Contractor shall submit a written request for payment to
the City within 10 days after the end of the monthly period for services performed. The City
shall pay the contractor within 30 days after the date the request is submitted. Payment shall
be based upon the total number of dwelling units as determined by the City at the end of the
monthly period and each subsequent monthly period. Assignment cannot be made in whole or
in part by the Contractor without the express written consent of the City, which consent shall
not be unreasonably withheld; in the event of any assignment, the assignee shall assume the
liabilities and obligations of the Contractor under this Contract.
16. TRANSFERABILITY OF CONTRACT
No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liabilities and obligations of the Contractor under this Contract.

17.00 OWNERSHIP
17.01 Title to Waste: Title to all waste shall be vested in the Contractor upon being placed in its vehicle, except that Contractor will use their best efforts to recover any items which a resident may have inadvertently or unintentionally deposited in a container, and if located, will relinquish possession and title thereto such resident.

18.00 REDUCE, REUSE AND RECYCLING PROGRAM
To help City resident start reducing, reusing and recycling and meet possible future legislative waste reduction mandates, the Contractor will provide the City with a waste reduction program that can be taught by community leaders, teachers, parents, civic groups, etc. This program will incorporate math, science, social studies, language arts, and fine arts. The curriculum should include, but not limited to:
1. How can we reduce, reuse and recycle?
2. What is our environmental responsibility?
3. Where did garbage come from?
4. How do companies and/or government make and operate regulated transfer stations, recycling centers, landfills and waste-to-energy facilities?

19.00 TERMINATION
19.01 Failure to Perform: The standard for default in performance is one or more of the following: 1) failure to provide the services indicated for a period in excess of 2 consecutive scheduled working days; 2) bona fide complaints or missed services during a month numbering in excess of 2% of the Residential Units. If the Contractor is found in default of performance the City may take at any time any or all of the following actions:
1. The Contractor may be given a specified probationary period during which deficiencies outlined in writing are to be resolved to the satisfaction of the City. During this probationary period, the City may withhold 10% of the payment due Contractor until deficiencies are resolved.
2. Employ such means as the City may deem advisable and appropriate to continue work until the matter is resolved and the Contractor is again able to carry out his operations under this Contract.
3. Deduct any and all expense incurred by the City from any money then due or to become due the Contractor and, should the City’s cost for continuing the operation exceed the amount due the Contractor, collect the amount due, either from the Contractor or Contractor’s surety company or both.
4. At its option, take interim possession at fair market value of all the Contractor's equipment and facilities used in the performance of this Contract in order to continue collection service.

5. During such period, the liability of the City to the Contractor for loss or damage to equipment and facilities so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.

All terms, conditions, and specifications of the Contract are considered material and failure to perform any part of the Contract shall be considered a breach of contract. Should the Contractor fail to perform any of his/her contractual obligations the City may at its option terminate the Contract five days after written notification to the Contractor of the violation and failure of the Contractor to remedy the violation within said time.
**Date of Meeting**: May 09, 2017

<table>
<thead>
<tr>
<th>Staff Present</th>
<th>City Manager Dennis Cluff, Community Development Director Will Wright, Public Works Director Mike Child, David Sottosanti, Police Chief Bill Chilson, Treasurer Steve Hubbard and Lisa Titensor recorded the minutes.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens Present</td>
<td>Shawnette Sottosanti, Will Thomas, John Knight, Dearl Sharp, Dixie Stott, Susan Brown, Craig North, Scott Dawson, Mason Parker Knight</td>
</tr>
<tr>
<td>Pledge of Allegiance</td>
<td>Mason Parker Night</td>
</tr>
<tr>
<td>Prayer or Thought</td>
<td>Councilmember Mike Petersen</td>
</tr>
<tr>
<td>Roll Call &amp; Attendance</td>
<td>Present were: Councilmember K. Peterson, Councilmember Stanton, Councilmember M. Petersen, Councilmember Patterson, Councilmember Mitchell and Mayor Adams.</td>
</tr>
<tr>
<td>Public Input</td>
<td>William Thomas stated he is a member of the United States Air Force, this is his second time living in Clinton City and he feels this is a great community where he wants to retire. He thanked the City Council for the great job they do on behalf of the community.</td>
</tr>
</tbody>
</table>

### A. EMPLOYEE OF THE MONTH FOR APRIL 2017 – DAVID SOTTOSANTI

**Petitioner**: Dennis Cluff, Public Works Director Mike Child

Public Works Director Mike Child reported that David Sottosanti has been employed with Clinton City as Chief Mechanic since August of 2016. During this time he has been doing a terrific job managing and maintaining the fleet. He is proactive in his approach to maintenance, regularly inspecting equipment and making small repairs before they develop into more complicated and more expensive repairs. Because of his expertise and experience he has been able to save the department thousands of dollars by making repairs in-house on items that were previously sent out for repairs.

Another thing about Dave is that he is very organized in scheduling repairs and tracking budget expenses. He has also completely reorganized the parts inventory. Many old parts in the motor pool inventory have been returned to the vendor for store credit.

**Discussion**

Dave has made a conscious effort to make repairs quickly and accurately. Individuals in every department have mentioned how pleased they are with the level of service he provides. Maintaining a fleet as large as the Clinton City fleet is expensive and Dave has made every effort to keep costs as low as possible along with constantly suggesting ways that the City can save money. Clinton is lucky to have such an outstanding individual in charge of the fleet and staff looks forward to him working for the City for many years to come.

Mayor Adams thanked Mr. Sottosanti for the great job he is doing for the City. He presented Dave with an award and gift card.

Mr. Sottosanti said he likes working for Clinton City and he appreciates working with Mr. Child and other staff in the City.

### B. RESOLUTION 15-17, INTERLOCAL COOPERATION AGREEMENT WITH DAVIS COUNTY FOR DISPATCH SERVICES
Petitioner: Dennis Cluff

Discussion: Mr. Cluff identified Davis County Communications Services provides the dispatch services for Police and Fire. They are modifying their billing format to charge a fixed rate per Police Officer ($2,219/yr) and continue on a per call basis for the Fire. This keeps the overall rate within the current revenue stream and is most likely a fairer distribution of the dispatch costs since Police have many more calls of various lengths than Fire. The Agreement “term” is for 1 year, with cooperative agreed upon extensions not to exceed more than 50 years from July 1, 2017.

CONCLUSION: Councilmember Mitchell moved to adopt Resolution 15-17, approving the Interlocal Agreement with Davis County for Dispatch Services. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember K. Peterson, aye; Councilmember Stanton, aye; Councilmember Mitchell, aye; Councilmember K. Peterson, aye; Councilmember M. Peterson, aye.

C. 7:00 PM PUBLIC HEARING - TENTATIVE FY 2017-18 BUDGET ADOPTION

Petitioner: Dennis Cluff

Discussion: Mr. Cluff provided the Council with a corrected comparison sheet.

He explained that at the March 30th Budget Workshop, the City Council approved a draft 2017-18 budget and set this Tentative Budget Hearing. Only a few changes have been made to the draft budget: A new Police Officer position has been added; the water rate increase has been added; a new project fund account has been established for each of the 4 major water projects, with funds appropriately distributed; and a victim advocate grant match is added. These new Special Revenue accounts are:

- Fund #47 2300 N. New Water Main;
- Fund #48 1800 N. Waterline Replacement;
- Fund #49 Water Well and Reservoir Project;
- Fund #50 Ductile Iron Pipe Replacement.

Councilmember K. Peterson asked Mr. Cluff to clarify that the transfer for the Ductile Iron Pipe replacement should come from the water fund not the water impact fee fund as identified on page 119.

Mr. Cluff confirmed that the transfer will come from the water fund, this is a typo and will be corrected for the Final Budget.

Mayor Adams opened the public hearing for the Tentative Budget at 7:25 p.m. and with no public comment, closed the public hearing at 7:26 p.m.

CONCLUSION: Councilmember M. Petersen moved to approve the 2017-18 Tentative Budget and set a public hearing to approve the Final Budget for June 22, 2017. Councilmember Stanton seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember K. Peterson, aye; Councilmember Stanton, aye; Councilmember Mitchell, aye; Councilmember M. Petersen, aye.

D. 7:15 PM PUBLIC HEARING – ORDINANCE 17-02Z – REQUEST TO AMEND THE GENERAL PLAN, MASTER LAND USE MAP AND CHANGE ZONING MAP FOR PROPERTY LOCATED AT 1076 N 1000 W FROM R-1-10 TO R-1-9

Petitioner: Craig North, owner/agent for parcel

Discussion: Mr. Wright reviewed the following information included in the staff report:

The Sharp Subdivision was approved as a minor three (3) lot subdivision on March 2, 2017 with R-1-10 zoning. This subdivision created a larger, 1.421 acre lot, labeled as lot 203 on this plat.

The 1.42 acre parcel is designated in the Master Land Use Map of the General Plan as Residential (R-1-10). Properties immediately surrounding this parcel are designated as R-1-10, though ½ block...
to the east across 1000 West is designated R-1-8, while properties about 1 ½ to 2 blocks to the west and to the south are designated as R-1-9 land use.

This parcel is zoned Residential (R-1-10) similar as with the MLUM and is surrounded by R-1-10 zoning. Also, as with the General Plan Master Land Use Map, parcels are zoned both R-1-8 and R-1-9 within a couple of blocks of this parcel in several directions (see Zoning and Master Land Use Map).

The underlying reason for this rezoning request has to do with the development standards related to the frontage requirement for each zone. The R-1-10 zone requires 85 feet frontage, while the R-1-9 zone stipulates 70 feet is needed. The difference in these front lot standards is that the R-1-9 zone may allow four lots to be developed into a subdivision, while only three (3) lots could be created in the R-1-10 zone, due to the larger front lot line development standard.

Mr. Wright reported that During the Planning Commission discussion, there was discussion about whether the requests to amend the General Plan MLUM and the rezoning should be acted upon separately with two Ordinances. staff explained that the Rezoning Application simply had a box that when checked indicated that this request was also for amending the General Plan MLUM, which is why requests were combined. Staff agreed that there are two distinct actions needed and that amending the MLUM should occur first and if rejected then the rezoning request is moot and therefore, not needed. The Commission asked for this discussion to be conveyed to the Council.

Craig North stated the purpose for the rezone request is to allow four lots to be developed in a cul-de-sac on this piece of property based on the limited frontage. He said there is plenty of space for four lots; the frontage is the only problem. He feels this would be the best use of the land over three larger lots.

Mr. Cluff clarified this should be considered as a major subdivision.

Mayor Adams opened the public hearing at 7:35 p.m.

Susan Brown stated this was her parent’s property, they have recently passed away. The family is now trying to sell the property. She researched a list of properties that have been rezoned. She asked why it can’t be changed if it’s in the Master Plan.

Mr. Wright clarified the property is designated on the Master Land Use Map as R-1-10.

Councilmember K. Peterson clarified that all rezones that have come before the City Council while she has been a member have been to rezone property to match what is on the Master Land Use Map.

Mayor Adams asked for additional public comment, there was none; therefore he closed the public hearing at 7:38 p.m.

Mayor Adams stated that the goal of the City Council has been to follow the General Plan. He said he would is concerned that making an exception would be an issue for future rezone requests.

Councilmember M. Petersen said he feels it is important to follow the Master Land Use Map.

Councilmember Mitchell asked if the Sharp property has been divided into a subdivision or two parcels.

Dixie Stott said the property has been subdivided.

Councilmember Mitchell clarified the frontages could be averaged in the R-1-10 zone.
Dixie Stott said she has called other cities who have allowed rezones to promote progress. The intent is to get the maximum out of the property and have smaller lots that will be better maintained.

Councilmember Mitchell said he feels torn on this issue; the frontage requirements will make the lots huge. He suggested maybe another layout could be a consideration by the property owners to meet current zoning.

Mr. Cluff clarified that would require a plat modification which would make it a major subdivision.

**CONCLUSION**

Councilmember M. Petersen moved to deny the request to amend the General Plan Master Land Use Map for property located at 1076 N 1000 W by Ordinance 17-02Z. Councilmember Stanton seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember K. Peterson, aye, but she would like the property owners to consider other options for the property; Councilmember Stanton, aye; Councilmember M. Petersen, aye; Councilmember Mitchell, aye, he too would like the property owners to consider other options within the current zoning requirements identified on the Master Land Use Map to avoid spot zoning.

**E. CLINTON CITY 2017 ELECTION POLLING CENTER APPROVAL**

**Petitioner**

Dennis Cluff

**Discussion**

Mr. Cluff explained that most people will vote by mail, but for those who wish to vote in person or drop their mail ballot off on Election Day, the City must designate an approved Polling Center. This one Center is sufficient to accommodate all the Clinton Voting Precincts. He is proposing the Recreation Center located at 1651 W 2300 N as the polling center for the 2017 Municipal Election.

**CONCLUSION**

Councilmember Stanton moved to approve the recreation center as the 2017 Municipal Election polling location. Councilmember Patterson seconded the motion. Councilmember’s Patterson, K. Peterson, Stanton, M. Petersen and Mitchell voted in favor of the motion.

**F. ORDINANCE 17-02, AMENDING SECTION 21-5-8 OF THE PURCHASING CODE “COMPETITIVE SEALED BIDDING”**

**Petitioner**

Dennis Cluff, Mike Child

**Discussion**

Mr. Child explained that these proposed amendments will tie the advertising requirements for public works projects to the most up to date State Code changes. Currently the requirement is for two advertisements five days prior to the bid; the previous requirement was for three advertisements.

Bryce Wilcox of JUB Engineers clarified the new state requirements give a little more flexibility. The advertising process takes approximately four weeks; there is a specific state statute for bidding for state and infrastructure projects. He said the projects will be evaluated and advertised accordingly.

He clarified that Class C has its own advertising requirements.

The new code proposed is:

**21-5-8 Competitive Sealed Bidding.**

(1) If the City determines to proceed with the building improvement or public works project or Class “C” roadway project over the bid limit, it shall request bids in the following manner:

(a) Building improvement or public works project requests for bids shall be made in accordance with Utah Code Ann. 11-39-103.

(b) Class “C” roadway project requests for bids shall be made in accordance with Utah Code Ann. 72-6-108.

(2) Except as provided in § 21-5-5 above and § 21-5-9, the City shall enter into a contract for completion of the building improvement or public works project with the lowest responsive responsible bidder.
CONCLUSION

Councilmember M. Petersen moved to adopt Ord 17-02, Amending Section 21-5-8 of the Purchasing Code “Competitive Sealed Bidding”. Councilmember Mitchell seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember K. Peterson, aye; Councilmember Stanton, aye; Councilmember Mitchell, aye; Councilmember M. Peterson, aye.

G. ORDINANCE 17-01E, AMENDING CITY ENGINEERING STANDARDS OF TITLE 9 CHAPTER 16-Roadway Construction

Petitioner

Dennis Cluff, Mike Child

Discussion

Mr. Child explained this proposed Engineering Standards amendment provides Clinton City standards dealing with roadway (asphaltic) ingredient mix to follow the APWA (American Public Works Association) standards. With this change when these standards are occasionally modified for better results, the City Ordinance would not need to be updated since the APWA standards will be the approved guide.

The newest APWA asphalt mix comes with a higher degree of oil content, so it has a slightly higher cost of 3% to 5%. However, along with this improved asphalt product comes reduced cracking (increased service life), reduced future maintenance and improved surface condition. For the new street construction and Clinton’s continued street improvement program, the potential cost increase of this specific portion of this ordinance amendment will be helpful in the continuing future maintenance of our streets.

Mr. Child stated that the whole industry is moving in this direction.

Mayor Adams asked how the City can be sure they are getting the improved product.

Mr. Wilcox responded the delivery driver should provide the City with a weigh ticket when they deliver the product which includes a description. The City can reject the load if it does not meet the standards; this is called a zero pay factor. The likelihood of getting the wrong mix is very slim.

CONCLUSION

Councilmember Stanton moved to adopt Ordinance 17-01E, amending the Engineering Standards of Title 9 Chapter 16. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember K. Peterson, aye; Councilmember Stanton, aye; Councilmember Mitchell, aye; Councilmember M. Peterson, aye.

Police Report

Chief Chilson addressed a complaint received by the Council about vehicles on 1400 West. He explained the issue has been investigated and there appears to be no violation of the ordinance.

Approval of Minutes

Councilmember M. Petersen moved to approve the minutes of the April 24, 2017 City Council meeting. Councilmember Stanton seconded the motion. Councilmember’s Patterson, K. Peterson, Stanton, Mitchell and M. Petersen voted in favor of the motion.

Accounts Payable

Councilmember K. Peterson moved to pay the bills. Councilmember Patterson seconded the motion. Councilmember’s Patterson, K. Peterson, Stanton, Mitchell and M. Petersen voted in favor of the motion.

Planning Commission Report

- Mr. Wright reported on the May 2, 2017 Planning Commission Meeting as recorded in the minutes.

City Manager

- Robinson Waste Management solid waste collection contract is coming due in June; staff is in communication with Steve Robinson and more information will be sent out in the very near future.
- A meeting is scheduled with the UDOT Operation Officer to discuss the traffic signal on 3000 W & 1800 N on Monday, May 15.
- An employee benefit meeting is scheduled for Tuesday, May 16 to discuss Health Care for 2017-18.
- Election Filing for the 2017-18 Municipal Election is June 1 to 7, 2017 8 a.m. to 5 p.m. in the City Recorders’ office.

Mayor

- Stated he will run for another term as Mayor in the 2017 Municipal Election.
- Reported a ditch on 2300 N was saturating the road on Sunday, he is concerned
it will damage the road. Mr. Child said he would look into the issue.

| Councilmember Patterson | • Looking for golf teams for the Children’s Justice Center for June 9.  
| | • There is cement protruding up in park strip in the Zaxby’s parking lot on the south side of the road. |
| Councilmember K. Peterson | • Nothing at this time. |
| Councilmember M. Petersen | • Nothing at this time. |
| Councilmember Stanton | • The Youth Council participated with the Children’s Justice Center Fundraiser.  
| | • The Sewer District is continuing to work on lines and projects, they try to coordinate with cities when scheduling. |
| Councilmember Mitchell | • Attended a RAB meeting, the Plume is no longer affecting Clinton City.  
| | • Asked Public Works to make sure inspections are being completed and ensuring the required materials are being installed. |

**ADJOURNMENT**

Councilmember Stanton moved to adjourn. Councilmember Patterson seconded the motion. Councilmembers Patterson, K. Peterson, Stanton, M. Petersen and Mitchell voted in favor. The meeting adjourned at 8:45 p.m.

**ACTION ITEMS**

- Monitor the SWPPP inspection fees over the next year to ensure that the City is charging enough to cover the expense for the inspections (July 2016)
- Subdivision Ordinance – recommendation for concrete in the park strips along UDOT roads. (August 2016)
- Consider code enforcement during future budget discussion for 2017-18 (August 2016)
- Consider providing staff administrative power for a minor subdivision during subdivision ordinance rewrite (October 2016)
- Bring back Chapter 4 of the Subdivision Ordinance regarding allowing a letter of credit for escrow and researching what surrounding jurisdictions allow (26-4-8). (January 2017)
- Concrete on 1300 N between 1500 W and 1800 W (added to the street project)
- Follow up on who completes non-right-of-way inspections (May 2017)