



## CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

### AGENDA

**March 27, 2018**

Mayor

L. Mitch Adams

City Council

TJ Mitchell

Barbara Patterson

Mike Petersen

Karen Peterson

Anna Stanton

**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](mailto:dcluff@clintoncity.com) or call 801-614-0700.*

**III. BUSINESS**

- A. Appointments to the Parks Advisory Board
- B. Davis County Commissioners visit with Clinton City Council
- C. Presentation from Davis and Weber Counties Canal Company
- D. Presentation from Zac Martinez on Potential Donation Money Projects
- E. Concession Agreement
- F. **Resolution 07-18**, Interlocal Cooperation Agreement with Davis County for Dispatch Services
- G. **Ordinance 18-01E**, Amending City Code Title 9, Engineering and Standard Specifications and Standard Drawings
- H. Bid Award for 2300 N Waterline Project – 1000 West to Railroad Tracks

**IV. OTHER BUSINESS**

- a. Approval of Minutes: **March 13, 2018 City Council Meeting Minutes.**
- 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

**V. 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

<b>SUBJECT:</b> Appointments to the Parks Advisory Board	<b>AGENDA ITEM:</b> A
<b>PETITIONER:</b> Mayor Adams	<b>MEETING DATE:</b> March 27, 2018
<b>RECOMMENDATION:</b> That Council ratify the re-appointments of Darryl and Angela Armstrong and Justin Gort to two (2) years terms on the City Parks Advisory Board	<b>ROLL CALL VOTE:</b> NO
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b> Darryl and Angela Armstrong and Justin Gort have faithfully served on the Parks Advisory Board for a number of years and are willing to continue this service. The Mayor is re-appointing them to another two (2) year term, ending in April 2020.	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Davis County Commissioners visit with Clinton City Council	<b>AGENDA ITEM: B</b>
<b>PETITIONER:</b> Dennis Cluff	<b>MEETING DATE:</b> March 27, 2018
<b>RECOMMENDATION:</b> That Council listen to any presentation from the County Commissioners	<b>ROLL CALL VOTE:</b> NO
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b> The Davis County Commissioners (James Smith, Randy Elliot and Bret Millburn) have requested time to talk with the Mayor and City Council.	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Presentation from Davis and Weber Counties Canal Company	<b>AGENDA ITEM:</b> C
<b>PETITIONER:</b> Dennis Cluff, Rick Smith Canal Co Mgr	<b>MEETING DATE:</b> March 27, 2018
<b>RECOMMENDATION:</b> That Council listen to and discuss secondary water issues with Rick Smith.	<b>ROLL CALL VOTE:</b> NO
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b> This is the basic annual pre-season secondary water update and information exchange meeting with the Davis and Weber Counties Canal Company representatives. Rick Smith is their General Manager.	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Presentation from Zac Martinez on Potential Donation Money Projects	<b>AGENDA ITEM: D</b>
<b>PETITIONER:</b> Dennis Cluff, Zac Martinez – Park Supervisor	<b>MEETING DATE:</b> March 27, 2018
<b>RECOMMENDATION:</b> That Council listen to and discuss potential projects, and give staff direction to pursue.	<b>ROLL CALL VOTE:</b> NO
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b> As the Council knows, an anonymous donor left the City \$90,310 out of their Trust after they passed away. This issue was previously before the Council on January 23 <sup>rd</sup> . Staff was asked to get more information on the following potential projects: <ol style="list-style-type: none"><li>1) Convert Meadows old tennis courts to pickleball courts; and,</li><li>2) A water feature play area; and,</li><li>3) An extensive interactive child playground/equipment.</li></ol> Information was previously sent out the Council on some of these potential projects. Zac will be available to discuss the various projects and cost, and address Council questions.	
<b>ATTACHMENTS:</b>	

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Concession Agreement	<b>AGENDA ITEM: E</b>
<b>PETITIONER:</b> Dennis Cluff, Bruce Logan	<b>MEETING DATE:</b>  March 27, 2018
<b>RECOMMENDATION:</b> That the Council approve the attached 2-year Concession Services Agreement and authorize the City Manager to sign.	<b>ROLL CALL VOTE:</b>  <b>YES</b>
<b>FISCAL IMPACT:</b>	
<p><b>BACKGROUND:</b> The Jose and Natalia Arochi, dba “3 Bandidas”, have provided the concessions service for the City over the last year. We feel they provided a great service. We would like to continue their agreement. They have a strong background with restaurant business and are excited for the opportunity serve Clinton City again.</p> <p>They will run concessions at both the little league ball games at West Clinton Park and here at the Clinton Park softball complex and football fields. They also will set up a trailer on Heritage days and other special events. They have all their inspections for the State and County as well as their Clinton City License, Liability insurance, Seasonal food and Food handlers permits.</p> <p>Having the concessions operated by a private party is saving the City a great deal of money. The Recreation Dept. <u>used</u> to run the concessions and it cost us more than \$40,000 each year for the food products, personnel costs, food handler’s permits and all the needed inspections, yet our revenues didn’t come close to our expenses.</p>	
<b>ATTACHMENTS:</b> Concession Services Agreement	

**CITY OF CLINTON**

**SEASONAL CONCESSION SERVICES  
AGREEMENT**

This SEASONAL CONCESSION SERVICES AGREEMENT (“**AGREEMENT**”) was made and entered into this 16<sup>th</sup>, day of March, 2018, (the “**EFFECTIVE DATE**”) through 30<sup>th</sup>, day of November, 2020, (the “**TERMINATION DATE**”) by and between the City of Clinton through its Recreation Department (the “**CITY**”) and 3 Banderas (the “**CONCESSIONNAIRE**”).

**RECITALS**

The City is the owner of the properties located in the city of Clinton, Davis County, State of Utah known as the Civic Center Park, 1651 W. 2300 N., West Clinton Baseball Complex, 2826 W. 1800 N., and Powerline Park, 1750 W. 1700 N.

The City desires to lease to the Concessionaire and the Concessionaire desires to hire from the City, the concessions areas located within the Civic Center Park, commonly know as the Civic Center Softball Complex “Concession Stand,” the West Clinton Baseball Complex commonly known as the West Clinton Baseball Complex “Concession Stand,” and the right to sell concessions at the Civic Center Park and Powerline Park during our 2018 to 2020 sport seasons.

**AGREEMENT**

The City and Concessionaire agree that consideration as provided herein, the parties shall have certain rights and obligations. Those rights and obligations are set out as follows:

**FEES**

In consideration of the foregoing grant of concession rights the Concessionaire agrees to pay the City, at the Recreation Office, \$ 500.00 per year to operate the City’s concessions. Payment must be received no later than 30 days following the first day of operation. Failure to do so will result in termination of Agreement.

**CONCESSION LOCATIONS**

The Concessionaire will serve concessions at the Civic Center Softball Complex, West Clinton Baseball Complex, Civic Center Park, and Powerline Park.

Civic Center Softball Complex (Stand) 1651 W. 2300 N.  
Civic Center Park 1651 W. 2300 N.  
West Clinton Baseball Complex (Stand) 2826 W. 1800 N.  
Powerline Park 1750 W. 1700 N.

## **TERM**

The term of this agreement will be 16<sup>th</sup>, day of March, 2018, through the 30<sup>th</sup>, day of November 2020, unless this Agreement is sooner terminated by mutual consent of both parties, by default of Concessionaire, for failure of the Concessionaire to pay or to uphold this Agreement and faithfully perform as required.

The Concessionaire further agrees to operate the concession stands in good faith and in accordance with the Agreement. The Concessionaire will be required to be open for all league and tournament play. The Concessionaire may close early or for the night, only if sales are well below standard.

The City shall have the option, not to exceed (30) days of the end of the term, to renew this Agreement, or if so chooses opt to extend this Agreement to a longer or shorter length, provided both parties agree.

## **PERMITS AND LICENSES**

The Concessionaire shall comply with all applicable federal, state, county, and city laws, rules and regulations, including but not limited to sanitation, licensing and operation.

The Concessionaire will obtain the proper permits and licenses prior to the use of the concession stands or space. They will pay the fees required by the Davis County Health Department and meet all requirements as set forth by the Davis County Health Department for a Seasonal Food Establishment Permit. It is the responsibility of the Concessionaire to insure that the facility meets the guidelines for Seasonal Food Service Establishment Permit.

The Concessionaire will obtain a Sales Tax License and/or Use Tax Certificate of Registration through the State of Utah and a Business License through the City of Clinton

## **HEALTH INSPECTION**

The Concessionaire shall notify the City in advance of any scheduled inspections by the County Health Department. In the event that the Concessionaire is not notified in advance of an inspection, the Concessionaire shall notify the City as soon as the Concessionaire is reasonably able. The City's Recreation Department may elect to be present at all inspections. The Concessionaire shall furnish the City the original inspection report and post a copy of the report on the Premises.

## **INSURANCE**

The Concessionaire agrees to indemnify, defend and hold the City harmless from and against any liability for costs, liabilities and damages (including reasonable attorney's fees) occurring on the Premises or the common areas of the Park caused, contributed to or suffered by Concessionaire, its agents employees or invitees. The Concessionaire must obtain, provide, pay for and maintain throughout the term of this Agreement, public liability and products liability insurance (Commercial General Liability Insurance) in the name of the City and Concessionaire said insurance shall be written on an occurrence basis and have minimum limits of \$1,000,000



for any one accident or occurrence \$2,000,000 aggregate and \$500,000 damage to rented premises insurance for each accident.

An insurance certificate with an endorsement listing the City as an additional insured and an endorsement giving the City 30 day notice of cancellation, modification or non-renewal shall be submitted by the Concessionaire to the City for approval by the City Manager and shall be from a City approved Insurance Company. The Concessionaire shall pay the premium thereof in advance. Before the Concessionaire takes possession of the premises, the insurance certificate with endorsements shall be approved by the City Manager and a copy shall be sent to the City's Attorney and Recreation Director. All insurance policies maintained by the Concessionaire pursuant to this provision shall contain a clause or an endorsement under which the insurer waives all rights of subrogation against the City and its agents and employees for losses payable under the policy. Any personal property of the Concessionaire maintained on the Premises is maintained at the Concessionaires sole risk.

Workers' Compensation and Employers' Liability Insurance. The Concessionaire shall maintain workers' compensation insurance as required by the State of Utah and employers' liability insurance with limits of not less than 1,000,000 each accident.

All Risk Property Insurance. The Concessionaire shall maintain all risk property insurance including coverage for Concessionaire improvements or betterments with a minimum limit equal to full replacement cost as approved by the City of the leased premises and with no coinsurance penalty provision.

### **LIABILITY**

Concessionaire agrees to accept all responsibility and liability regarding the food service operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand, utensils, containers, and equipment, as well as, properly preparing, handling and storing all food items so as not to propose a health risk to the general public.

The City will keep the restroom areas clean and stocked during times the concession stand is in operation.

The Concessionaire and its employees shall indemnify the City, its agents, officers and employees, and hold them harmless from any and all claims, demands, damages, losses, injuries, actions, and expenses of any nature and in any manner arising or resulting from any operations of Concessionaire hereunder. The provisions of this section shall survive any termination or expiration of this Agreement.

Concessionaire will hold Clinton City harmless for any and all loses or damages to equipment and supplies that occur at the concession stand locations as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the City for reasons associated with the concession operation.

It is understood and agreed that the Concessionaire is in all respects an independent contractor in its relationship with the City under this Agreement. It is not intended nor shall it be construed that the Concessionaire, any subcontractor or Concessionaire or its employees are partners, employees, officers or agents of the City for any purpose whatsoever. The Concessionaire shall hold the City harmless with respect to such matters.

#### **OSHA/FIRE DEPARTMENT REQUIREMENTS**

The City will provide proper fire extinguishers for the Civic Center Softball Complex and West Clinton Baseball Complex. The City will provide a Kitchen Hood Fire Suppression System for the Civic Center Softball Complex. The City will retain responsibility for the semiannual testing, service, inspection, repair and replacement of the fire extinguishers and Kitchen Hood Fire Suppression System if the City determines the damage was not caused by the Concessionaire. If the damage was caused by the Concessionaire, the Concessionaire will be responsible for repair or replacement costs.

The Concessionaire must post material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials.

Extension cords cannot be used as permanent power, nor can they be used in a way that could constitute a trip hazard.

No items may be stored in the cleaning closet.

Electrical panels and fire extinguishers must have a minimum of three (3) foot clearance.

All objects must maintain a twenty-four (24) inch clearance from ceiling.

#### **PREMISES/EQUIPMENT**

The Concessionaire accepts the Concession spaces in their current condition "AS IS" on the beginning date of this Agreement, and agrees to maintain this condition during the Agreement's term.

The Concessionaire shall have temporary use of the premises solely for the purpose of purveying and selling of concessions. The City shall have reasonable access to the premises as provided hereunder in order to determine compliance with this Agreement, applicable laws, maintenance, and in emergency situations, at all times acknowledging the Concessionaires right to be free from unreasonable interferences.

The City is granting the Concessionaire the right to sell concessions for the term of the Agreement but does not grant the right to provide concessions for all events including but not limited to Heritage Days.

The existing equipment and appliances which are generally described on the attached Exhibit A (the "**Equipment**") at the Civic Center Softball Complex and West Clinton Baseball Complex will

remain the property of the City. All Concessionaires equipment and appliances will remain the property of the Concessionaire.

The Concessionaire shall upon non-renewal of the terms of this Agreement, remove within a reasonable period of time, not to exceed thirty (30) calendar days, all equipment belonging to the Concessionaire from the City premises, so long as such removal does not cause damage to the City property. The Concessionaire shall leave the premises in a condition at least as good as they were on the beginning date of this Agreement. Normal wear and tear is expected and shall be determined by the City.

The Concessionaire shall not make or cause any substantial alterations or improvements to be made in or on the premises without first obtaining the written approval of the City. The Concessionaire shall obtain all applicable Federal, State and local permits and approvals before any alterations or improvements are made to the Premises. The City may require the Concessionaire to remove any alterations and to repair any damage caused by the removal.

### **MAINTENANCE/REPAIRS**

All routine cleaning, trash removal and upkeep will be performed by the Concessionaire, at their expense. In the event of major equipment failure, the City will repair or replace its own equipment. The Concessionaire shall make any repairs necessitated by the negligence or willful acts of the Concessionaire or the Concessionaire's agents, employees, invitees, or licensees at its sole cost and expense.

### **PRODUCTS SOLD**

In consideration of the payment and promises made in this Agreement the City hereby grants the Concessionaire the right and necessity to provide a variety of food, i.e., (hamburgers, hot dogs, nachos, corn dogs, ice cream, churros, pretzels, cotton candy, candy items, etc.) and drinks, excluding all alcoholic beverages, items in glass containers, tobacco products, illegal items and anything the City determines, in reasonable discretion, is not suitable for a family-oriented sports and athletic venue, at the Civic Center Softball Complex, West Clinton Baseball Complex, Powerline Park, and Civic Center Park.

The Concessionaire shall provide the City with a price list of concession items it intends to sell in the Concession areas. The Concessionaire shall report, to the City, any updates to this list before the changes are implemented. The City retains the right to deny the sale of any product it deems inappropriate for any reason.

Throughout the term thereof, the City reserves the right in its sole and absolute discretion, to make or enter into exclusive product marketing agreements. Such agreements shall be binding on the Concessionaire.

### **PURCHASE OF PRODUCT**

The Concessionaire may purchase products and merchandise for its use anywhere they deem economically feasible with the exception of products distributed by a specific distributor that

the City has made or will make exclusive marketing agreements with. If the City has made or makes exclusive marketing agreements with a distributor the Concessionaire shall purchase those products from the proper distributor. The Cities existing agreements are listed in Exhibit B.

### **CONCESSIONAIRE'S PERSONNEL**

The Concessionaire shall be entirely responsible for the acts and activities of all persons engaged as vendors, salesmen and employees. Concession employees shall at all times conduct sales in a neat, clean, healthful and orderly manner. Concessions employees shall at all times be polite and courteous in their dealing with patrons.

The Concessionaire shall not employ any person or persons who shall use improper language or act in a loud or boisterous manner, and shall upon request of the City immediately dismiss any employee deemed unsuitable. The City shall be the sole judge in determination of such matters.

The Concessionaire shall train and closely supervise all concession employees so that they are aware of, and practice the standard of the City and act in strict conformance with all applicable laws, rules and regulations of the State of Utah, Clinton City, and the Davis County Health Department.

### **QUALITY CONTROL**

It is the intention of the City that the concession service is of the highest quality attainable. All concession areas are to be kept clean. The Concessionaire and its employees shall observe all laws, ordinances, rules and regulations.

All goods intended for human consumption shall be kept clean, pure and wholesome and shall comply with all standards established by the County and Municipal laws and ordinances.

The Concessionaire shall constantly endeavor to improve the food service operations and patron service.

### **UTILITIES**

The City agrees to provide all available utilities including power, water and sewer at no charge to the Concessionaire for the duration of the Agreement. The Concessionaire shall have the right to make use of the Premises' electrical service, without additional cost, provided that such use is not disproportionate to the size of the Premises (in which event the City reserves the right to assess Concessionaire for a proportionate share of the electrical expenses.) The City shall provide heating, ventilation and air conditioning, to the premises, at no additional cost to the Concessionaire. The City shall not be liable for damages from the interruption of utilities because of any casualties or labor disputes, because of necessary repairs or improvements, or because of any other causes beyond the City's reasonable control. The City shall provide a phone line to the Premises.

### **PRICE CONTROL**

The Concessionaire has the right to determine reasonable pricing for all goods offered for purchase by its patrons.

### **VIOLATION/BREACH OF AGREEMENT**

In the event of breach of this Agreement or violation of any law by the Concessionaire, the City may terminate this Agreement by giving the Concessionaire a fourteen (14) day notice in writing, specifying the matter(s) in which the Concessionaire is in default or has violated the law. In the event such matter (s) are not remedied within the fourteen (14) day period, the Agreement shall be ended and be of no further force and effect. The Concessionaire shall remove its equipment within a reasonable period of time, not to exceed fourteen (14) days of receiving the notice, or said equipment shall become the property of the City.

### **SUBLEASE OR ASSIGNMENT**

Any sublease or assignment of Concessionaire's interest in the premises or any part or portion thereof is prohibited without the City's written consent. Any attempted sublease or assignment without the City's written consent shall be null and void and shall be cause for immediate termination of this Agreement and shall confer no right, title, or interest in or to this Agreement.

### **DAMAGE AND DESTRUCTION**

The parties' duty to perform under this Agreement shall be either abated or suspended, including the payment of money due hereunder, if conditions render it impossible to perform because of an Act of God, invasion, or natural disaster. This Agreement shall be binding upon the heirs, legal representatives, agents, successors, and duly authorized assigns of the parties hereto.

If, during the term of this Agreement, the premises are partially or totally destroyed by any casualty, the City may terminate this Agreement by giving the Concessionaire written notice. Such notice shall terminate the Agreement from the date when the damage occurred. If the City does not give such notice, the Agreement shall continue and the City shall cause the premises to be repaired as soon as possible.

### **THE CITY'S LIEN**

The Concessionaire grants the City a security interest in the Concessionaires personal property and accounts receivable on the Premises to secure the Concessionaires payment of fees and other monetary obligations to the City and to secure the Concessionaires performance of all other obligations under this Agreement. If the Concessionaire defaults on its obligations under the Agreement, the City may avail itself of any remedies under Utah law, including the right to take possession of the secured property and to dispose of it by selling it in a commercially reasonable manner.

**TAXES**

The City shall bear the responsibility for the payment of any real property taxes and assessments on the premises. The Concessionaire shall pay all sales and use taxes and personal property taxes assessed against its personal property on the premises.

**CONCESSIONAIRES EARLY TERMINATION RIGHT**

The Concessionaire may terminate this Agreement prior to the expiration date and upon ninety (90) days prior written notice by: (1) making payment of all fees and performing all obligations of the Concessionaire hereunder through the proposed termination date, (2) delivering possession of the Premises in a neat, clean and orderly condition, and (3) paying the City a termination fee in the amount of \$500.00 on or the date of termination. Upon such termination, all obligations of the City and Concessionaire shall terminate, except that any indemnity obligations of the Concessionaire or any obligations of Concessionaire which expressly service the expiration or earlier termination of this Agreement shall survive until fully performed.

**NOTICE & DEMAND**

Any notice, demand or communication under this Agreement by any party to the other party shall be given or delivered by first class mail, registered or certified mail, postage paid, return receipt requested or delivered in person as follows to:

Concessionaire:

Natalia and Jose Arochi  
1121 W 2175 N  
Clinton, UT 84015  
801-830-1715, or  
385-208-9811

City:

Recreation Department  
1651 W. 2300 N.  
Clinton, UT 84015  
801-614-0780 Phone

The above address, phone or fax number or designated party may be changed at any time by the parties by giving notice in writing in the manner provided above.

**JURISDICTION**

This Agreement shall be deemed to have been made in Davis County, Utah and shall be governed by the laws of the State of Utah. The parties agree that all actions or proceedings

shall be litigated in the circuit court of Davis County, Utah and hereby submit themselves to the jurisdiction of the courts of Davis County, Utah.

**MISCELLANEOUS**

Waiver and Amendment: No provision of this Agreement shall be deemed waived or amended unless by written instrument unambiguously setting forth the matter waived or amended and signed by the parties. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

Successors: All of the terms, covenants and conditions thereof shall be binding upon and inure to the benefit of the successors in interest and assigns of the parties hereto.

Partial Invalidity: The invalidity or unenforceability of any provision of this Agreement shall not render invalid or unenforceable any other provision of this Agreement.

**BY SIGNING BELOW**, both parties indicate that they have read and agree to abide by the terms listed above to the best of their abilities. If the Concessionaire fails to operate the concession stand by the terms of this Agreement, the City reserves the right to terminate this Agreement. This Agreement will become null and void with written consent by both parties.

_____	_____	_____	_____
City Manager	Date	Official Representative	Date
(CLINTON CITY CORP.)		(CONCESSIONAIRE)	



Fee paid: \_\_\_\_\_ Date: \_\_\_\_\_

Staff: \_\_\_\_\_

**EXHIBIT A  
CONCESSIONS EQUIPMENT**

**CIVIC CENTER SOFTBALL COMPLEX**

<u>Equipment</u>	<u>Price per Unit</u>	<u>Cost</u>
GE Deep Freezer (White)	\$ 720.00	\$ 720.00
STAR Humidity Cabinet	\$ 1,300.00	\$ 1,300.00
STAR Butter Warmer	\$ 150.00	\$ 150.00
NEMCO Toaster Oven	\$ 120.00	\$ 120.00
TEC Cash Register	\$ 200.00	\$ 200.00
Hoshizaki Ice Machine (KM-515MAH)	\$ 2886.78	\$ 2886.78
Beverage Air Refrigerator E-Series	\$ 3,000.00	\$ 3,000.00
Frigidaire Commercial Freezer	\$ 2,800.00	\$ 2,800.00
Rolling candy/prep cart	\$ 1,500.00	\$ 1,500.00
Popcorn Machine	\$ 1,000.00	\$ 1,000.00
George Foreman Grill	\$ 60.00	\$ 60.00
Cup Holders (2)	\$ 30.00	\$ 60.00
Metal Racks (2) (Pretzels and Hamburgers)	\$ 5.50	\$ 11.00
Plastic Bins (Pretzels) (2)	\$ 5.00	\$ 10.00
Microwave (2)	\$ 115.00	\$ 230.00
Nacho Rack	\$ 31.00	\$ 31.00
Ice Scoop (Large Metal)	\$ 7.00	\$ 7.00
Open/Close Sign	\$ 5.00	\$ 5.00
Kitchen Timers (2)	\$ 14.00	\$ 28.00
Popcorn Seed Tub	\$ 7.00	\$ 7.00
Grey Plastic Bus Box (2)	\$ 2-12.86	\$ 12.86
Black cooling racks (3)	\$ 8.63	\$ 8.63
Utility cart for water (metal)	\$ 60.00	\$ 60.00
Large Metal Pot (Ice)	\$ 18.00	\$ 18.00
Small ice scoop (metal) (4)	\$ 10.67	\$ 42.68
White plastic ice scoop (small) (1)	\$ 6.64	\$ 6.64
Stainless steel work table for churro oven	\$ 120.00	\$ 120.00
Plastic bin (Small)	\$ 4.00	\$ 4.00
Small garbage cans (3)	\$ 10.00	\$ 30.00
Rolling garbage cans (2)	\$ 35.09	\$ 70.18
Lid for large rolling garbage cans (2)	\$ 8.99	\$ 17.98
Large rectangle garbage can (1)	\$ 24.99	\$ 24.99
Beverage Air Freezer two door	\$ 2,300.00	\$ 2,300.00
Double Heat Lamp (1)	\$ 121.00	\$ 121.00
Plastic Picture (1)	\$ 4.00	\$ 4.00
Clear Plastic Picture (2)	2- \$ 15.00	\$ 15.00
Salt/Cinnamon Shakers (4)	\$ 4.00	\$ 16.00



Pitco Fryer	\$ 3,842.00	\$ 3,842.00
Fryer Hose Kit	\$ 190.00	\$ 190.00
Large Grill Scraper	\$ 20.00	\$ 20.00
Hand Held Scraper (white handle) (2)	\$ 2.00	\$ 4.00
American Range Grill with drip pan	\$ 2,000.00	\$ 2,000.00
Stand for the American Range Grill	\$ 300.00	\$ 300.00
Hose Kit for Grill	\$ 190.00	\$ 190.00
Captive Air Hood with fire suppression system	\$ 10,000.00	\$ 10,000.00
Small 3 rack cart w/wooden top	\$100.00	\$ 100.00
Metal bins (hamburgers) (2)	\$ 17.00	\$ 34.00
3 Compartment sink with 2 side racks	\$ 1,000.00	\$ 1,000.00
NSF hand washing sink	\$ 200.00	\$ 200.00
Fry Baskets (2)	\$ 16.00	\$ 32.00
Wire rack above the sink (1)	\$ 28.00	\$ 28.00
Large Baking Sheet (1)	\$ 15.00	\$ 15.00
Fry Pan and screen-side of fryer (1)	\$78.00	\$ 78.00
Automatic hand towel dispenser	\$35.78	\$ 35.78
Soap Dispenser (1)	\$ 6.00	\$ 6.00
Telephone with wall & charger	\$ 53.00	\$ 53.00
Cleaning rack (5) shelves	\$ 100.00	\$ 100.00
Gray bins (6)	2- \$ 12.86	\$ 38.58
Sentry safe	\$ 149.00	\$ 149.00
Tool kit	\$ 25.00	\$ 25.00
Plastic Bins (square with red/blue) (11)	2-\$ 16.28	\$ 89.54
Stepping stool	\$ 27.00	\$ 27.00
Food Box (cinn/sugar-churros) (2)	\$ 15.60	\$ 31.20
1/3 cold food bins (lg. rectangle bin)(4)	2-\$ 16.18	\$ 32.36
Square Bins (4)	\$ 10.00	\$ 40.00
1/6 cold food pans (small rectangle bin) (2)	2-\$ 12.88	\$ 12.88
Shallow big rectangle bins (4)	\$ 5.00	\$ 20.00
Small plastic bin	\$ 7.50	\$ 7.50
Bunn Coffee Maker VPR Series	\$ 223.88	\$ 223.88
Coffee Pot (2)	2-\$ 7.88	\$ 7.88
Wire Candy Baskets (2)	\$ 55.00	\$ 110.00
Napkin Dispenser (2)	\$ 3.50	\$ 7.00
Fry Basket Orange handled	\$ 16.00	\$ 16.00
Hanging Chip Holders (2)	\$ 23.00	\$ 46.00
3 shelf Storage Rack	\$ 95.00	\$ 95.00
5 shelf mobile bin shelving unit with plastic bins	\$ 300.00	\$ 300.00
Shelf Liners for wire shelving (5)	\$ 4-48.98	\$ 61.23
Bin with 9 drawers	\$ 230.00	\$ 230.00
Broom with dust pan	\$ 11.00	\$ 11.00
Mop bucket	\$ 40.00	\$ 40.00
Mop head and mop stick	\$ 19.00	\$ 19.00

Plastic round bin with yellow lid	3-\$ 12.88	\$ 4.30
Set of flour bins with lids	\$ 18.00	\$ 18.00
Plastic squeeze bottles (8)	6-\$ 4.28	\$ 5.68
Condiment pumps (5)	\$ 10.00	\$ 50.00
Large pour spout	\$ 3.00	\$ 3.00
Hamper	\$ 7.00	\$ 7.00
Plastic scoops (2)	\$ 5.00	\$ 10.00
Small plastic bottle	\$ 3.00	\$ 3.00
Funnels (4)	\$ 6.00	\$ 24.00
Large Bottle with pour spout	\$ 5.50	\$ 5.50
Large plastic cutting board	\$ 8.98	\$ 8.98
Ladel	3-\$ 8.78	\$ 2.93
Tongs (2 Lg., 4 med., 4 sm.)	2-\$ 4.18	\$ 20.90
Paring knife (5)	4-\$ 7.48	\$ 9.35
Santoku chopping knives (5)	2-\$ 11.48	\$ 28.70
Utility knife-long blade	2-\$ 8.88	\$ 4.44
Hamburger turner (4)	2-\$ 6.88	\$ 13.76
Wood handled hamburger turner (1)	\$ 25.00	\$ 25.00
Spatula	2-\$ 7.78	\$ 3.89
Meat temperature thermometers (4)	2-\$ 5.48	\$ 10.96
Pizza cutters (2)	2-\$ 4.88	\$ 4.88
Measuring cup set (2)	\$ 2.00	\$ 4.00
Can openers (2)	\$ 11.00	\$ 22.00
Clock	\$ 24.88	\$ 24.88
10 key	\$ 20.00	\$ 20.00
Calculator (2)	\$ 7.77	\$ 15.54
Scissors (2 )	2-\$ 9.88	\$ 9.88
Chef Scissors ( 2)	2-\$ 8.86	\$ 8.86
Digital timer (2)	\$ 7.00	\$ 14.00
Strainer for grease trap	\$ 3.00	\$ 3.00
Strainer for fryer	\$ 3.00	\$ 3.00
Radio	\$ 30.00	<u>\$ 30.00</u>
	<b>TOTAL</b>	<b>\$ 31,938.22</b>

**EXHIBIT A  
CONCESSIONS EQUIPMENT  
(Continued)**

**WEST CLINTON BASEBALL COMPLEX**

<u>Equipment</u>	<u>Cost per Unit</u>	<u>Cost</u>
Echols Snow Cone Machine	\$ 530.00	\$ 530.00
Scotsman Prodigy Ice Machine	\$ 780.00	\$ 780.00
TEC Cash Register	\$ 200.00	\$ 200.00
Microwaves (2)	\$ 65.00	\$ 130.00
STAR Hot Dog Roller w/ Bun Warmer	\$ 1,500.00	\$ 1,500.00
Sneeze Guard for hot dog roller	\$ 300.00	\$ 300.00
Meat thermometer (1)	2- \$ 5.48	\$ 2.74
Stainless steel 3 compartment sink	\$ 859.00	\$ 859.00
Ice Scoop (small-metal)	\$ 10.67	\$ 10.67
Kohler Hand Sink	\$ 230.00	\$ 230.00
Hot water heater	\$ 150.00	\$ 150.00
Marathon hand towel dispenser	\$ 35.78	\$ 35.78
Garbage can with rollers	\$ 35.09	\$ 35.09
Lid to garbage can with rollers	\$ 8.99	\$ 8.99
Small garbage can (2)	\$ 10.00	\$ 20.00
Stainless steel work table with wire	\$ 120.00	\$ 120.00
Cup holder	\$ 30.00	\$ 30.00
Large wire candy rack (2)	\$ 50.00	\$ 100.00
Peanut rack	\$ 20.00	\$ 20.00
Dipper for snow cones	\$ 20.00	\$ 20.00
Small plastic container for ice for snow cones	\$ 8.00	\$ 8.00
Baking sheet w/hose - snow cone machine	\$ 32.00	\$ 32.00
Hamper	\$ 7.00	\$ 7.00
Snow Cone pumps (8)	\$ 10.00	\$ 80.00
Snow cone holder – 8	\$ 28.00	\$ 28.00
Mop Bucket	\$ 40.00	\$ 40.00
Mop and mop head	\$ 19.00	\$ 19.00
Broom and dustpan	\$ 11.00	\$ 11.00
Sentry Safe	\$ 149.00	\$ 149.00
10 key calculator	\$ 20.00	\$ 20.00
Calculator (2)	\$ 7.77	\$ 15.54
Nacho rack	\$ 31.00	\$ 31.00
Chip rack	\$ 26.00	\$ 26.00
Metal wire rack for hot dog roller	\$ 115.00	\$ 115.00
Fridgidair Freezer with Alarm 5'	\$ 600.00	\$ 600.00
Turbo Air Refrigerator Delux TSR-23SD	\$ 3,000.00	\$ 3,000.00
Napkin Dispenser (2)	\$ 3.50	\$ 7.00

Scissors (3)	2- \$ 9.88	\$ 14.82
Plastic Standing sign holders (2)	\$ 8.07	\$ 16.14
Pretzel Pans (2)	\$ 5.00	\$ 10.00
Small tongs	2-\$ 4.18	\$ 2.09
Metal racks for pretzels	\$ 5.50	\$ 5.50
Salt/Cinnamon shakers (2)	\$ 4.00	\$ 8.00
Food Box for cinnamon/sugar (2)	\$ 15.60	\$ 31.20
Rectangle blue/red bin	\$ 8.14	\$ 8.14
Can opener	\$ 11.00	\$ 11.00
Plastic scoop-small (3)	\$ 5.00	\$ 15.00
Large plastic scoop for ice	\$ 13.00	\$ 13.00
Large metal scoop for ice	\$ 7.00	\$ 7.00
Santoku chopping knives (2)	2- \$ 11.48	\$ 11.48
Utility knife long-thin bladed knife (2)	2- \$ 8.88	\$ 8.88
Small rectangle bin with lid	2-\$ 12.88	\$ 6.44
Grey bin	2- \$ 12.86	\$ 6.43
Large grey plastic tubs (2)	2- \$ 12.86	\$ 12.86
Radio/CD player	\$ 30.00	\$ 30.00
Large EZ-Up	\$ 200.00	<u>\$ 200.00</u>
	<b>TOTAL</b>	<b>\$8,838.38</b>

## **EXHIBIT B**

(Products that must be purchased from the proper distributor)

### **AW Marshall**

Frazil (dry powdered mix)

Rico's Cheese Sauce

### **Coca-Cola**

Postmix Products – fountain beverages

Canned and Bottled Products – Soda Pop, Poweraid

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Resolution 07-18, Interlocal Cooperation Agreement with Davis County for Dispatch Services	<b>AGENDA ITEM: F</b>
<b>PETITIONER:</b> Dennis Cluff, Chiefs Chilson and Olsen	<b>MEETING DATE:</b>  March 27, 2018
<b>RECOMMENDATION:</b> That Council adopt Resolution #07-18, approving the Interlocal Agreement with Davis County for Dispatch Services	<b>ROLL CALL VOTE:</b>  <b>YES</b>
<b>FISCAL IMPACT</b> Fiscal Year 2018-19 anticipated budget is \$71,899.52	
<b>BACKGROUND:</b> Davis County Communications Services provides the dispatch services for our Police and Fire. They are modifying their billing format to charge a fixed rate per Police Officer (\$2,286/yr) and continue on a per call basis for the Fire. Our current Dispatch Fee should cover this next fiscal year's expense. The Agreement "term" is for 1 fiscal year, with cooperative agreed upon extensions not to exceed more than 50 years from July 1, 2017.	
<b>ATTACHMENTS:</b> Interlocal Cooperation Agreement with Davis County for Dispatch Services	



**RESOLUTION NO. 07-18**

**A RESOLUTION APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH DAVIS COUNTY FOR DISPATCH SERVICES FROM JULY 1, 2018 TO JUNE 30, 2019**

**Whereas**, Title 11, Chapter 13 of the Utah Code provides the manner in which to establish Interlocal Cooperation Agreements; and,

**Whereas**, Clinton City Police and Fire services require emergency and regular dispatch services; and,

**Whereas**, Davis County operates a 9-1-1 Communications Center which provides dispatch services within Davis County; and,

**Whereas**, the County Dispatch has been providing dispatch services to Clinton City for many years; and

**Whereas**, the City wishes to continue using the County dispatch services.

**NOW, THEREFORE**, the Clinton City Council hereby resolves that the Interlocal Cooperation Agreement with Davis County for the provision of Dispatch Services, attached hereto, is hereby approved; and the Mayor is authorized and directed to execute the agreement for and on behalf of Clinton City.

Introduced and Passed this the 13<sup>th</sup> day of March 2018

Attest:

Clinton City  
Municipal Corporation

\_\_\_\_\_  
Dennis W. Cluff, City Recorder

\_\_\_\_\_  
Mayor L. Mitch Adams

Posted: \_\_\_\_\_



## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and Clinton City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

### **Recitals**

- A. WHEREAS, the Parties, pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;
- B. WHEREAS, the County, through the 9-1-1 communications center (the “Center”) operated by the Davis County Sheriff’s Office (“DCSO”), provides dispatch services within the limits of Davis County;
- C. WHEREAS, the City desires to benefit from the services of the County, DCSO, and the Center as specified in this Agreement; and
- D. WHEREAS, the County desires to permit the City to benefit from the services of the County, DCSO, and the Center as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

#### 1. Services.

- 1.1. The County, through DCSO and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, 2-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- 1.2. The County, through DCSO and the Center, will utilize the UCA 800 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- 1.3. The County, through DCSO, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incident.
- 1.4. The County, through DCSO, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- 1.5. The County, through DCSO and the Davis County Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) Center Shift Supervisor; (b) Assistant Center Manager; (c) Center Manager; (d) Undersheriff; (e) Sheriff; (f) Human Resources Director; and finally (g) County Commissioner.

2. Equipment.

2.1. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the “County Equipment”). As the owner of the County Equipment, the County shall derive all profits (e.g. revenues from sale, replacement, or otherwise) and all losses (e.g. expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.

2.2. On or after July 1, 2017, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:

2.2.1. Prior to equipment being connected to the County’s dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g. Motorola), and the County representative responsible for the County’s radios;

2.2.2. Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment, which may require being a party to a valid County maintenance agreement that covers the maintenance of such equipment;

2.2.3. Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through DCSO and the Center, at least twenty-four (24) hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through DCSO and the Center, and, upon receiving such notice, the County, through DCSO and the Center, will permit access to the dispatching equipment; and

2.2.4. Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.

3. Compensation. For the 2018 fiscal year (July 1, 2018 through June 30, 2019), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:

3.1. Fire Department fees are calculated by the number of calls for each city/agency utilizing a five-year average (See Table Below):

**CLINTON CITY FIRE**

<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>Total</u>	<u>5 Year Avg.</u>	<u>Price Per Call</u>	<u>Total (July 2018 - June 2019)</u>
969	1077	1040	1257	1216	5559	1112	\$29.71	\$33,037.52

3.2. Police Department fees are charged per officer (See Table Below):

**CLINTON POLICE**

<b><u>Officers</u></b>	<b><u>Price Per Officer</u></b>	<b><u>Total (July 2018-June 2019)</u></b>
17	\$2,286.00	\$38,862.00

The City shall pay to the County the obligations set forth in Sections 3.1 and 3.2 of this Agreement in equal monthly payments within thirty calendar days of receipt of a monthly invoice from the County.

4. **Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the “Effective Date”).
5. **Term of Agreement.** The term of this Agreement shall begin as of July 1, 2018 and shall, subject to the termination and other provisions set forth herein, terminate on June 30, 2019 at 11:59 p.m. (the “Term”). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement. Under no circumstances shall the Term of this Agreement extend more than fifty years from July 1, 2017.
6. **Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 6.1. The mutual written agreement of the Parties;
  - 6.2. By either party:
    - 6.2.1. After any material breach of this Agreement; and
    - 6.2.2. Thirty calendar days after the nonbreaching party sends a written demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
    - 6.2.3. After the written notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
  - 6.3. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
  - 6.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY’S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER

OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

7. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Clinton City Attn: City Manager 2267 North 1500 West Clinton, UT 84015	<u>To the County:</u> Davis County Attn: Chair, Board of County Commissioners P.O. Box 618 Farmington, UT 84025
--------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------

8. Indemnification and Hold Harmless.

8.1. The City, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

8.2. The County, for itself, and on behalf of its officers, officials, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the *Governmental Immunity Act of Utah*, codified at Section 63G-7-101, et seq., *Utah Code Annotated*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed

officers and employees of such Party under the provisions of the *Utah Governmental Immunity Act*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.
11. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.
12. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
13. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
14. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
15. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed,

discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

16. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
17. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
18. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
19. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
20. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
21. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement.

Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

- 22. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.
- 23. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 24. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
- 25. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

CLINTON CITY

\_\_\_\_\_  
Mayor L. Mitch Adams

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Recorder Dennis W. Cluff

Dated: \_\_\_\_\_

Approved as to Form and Compliance with Applicable Law:

\_\_\_\_\_  
City Attorney Michael V, Houtz

Dated: \_\_\_\_\_

DAVIS COUNTY

---

Chair, Davis County Board of Commissioners

Dated: \_\_\_\_\_

ATTEST:

---

Davis County Clerk/Auditor

Dated: \_\_\_\_\_

Approved as to Form and Compliance with Applicable Law:

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Davis County Attorney's Office, Civil Division

Dated: \_\_\_\_\_



# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Ordinance 18-01E, Amending City Code Title 9, Engineering and Standard Specifications and Standard Drawings	<b>AGENDA ITEM: G</b>
<b>PETITIONER:</b> Dennis Cluff, Mike Child	<b>MEETING DATE:</b> March 27, 2018
<b>RECOMMENDATION:</b> That Council adopt Ordinance #18-01E, amending Title 9, Section 21 by adding a new 21.02 Section on street cutting moratorium.	<b>ROLL CALL VOTE:</b>  <b>YES</b>
<b>FISCAL IMPACT:</b>	
<b>BACKGROUND:</b>  In an effort to maintain the asphaltic integrity of our new streets and newly repaved streets, staff is asking the Council to adopt a basic 2 year non-street cutting moratorium for all newly paved City streets. Emergency exceptions are provided. The new Section reads:  “21.02. <b>MORATORIUM:</b>  <i>Newly paved streets shall not be cut for two (2) years from the time of paving. This standard applies to new streets, streets that have been reconstructed and overlaid streets. Exceptions may be made at the city’s discretion for emergency situations. Streets that are cut during a moratorium shall be restored per the APWA Bituminous Pavement T Patch latest edition. The moratorium shall begin on the date of substantial completion for City projects or the start of warranty for new developments.”</i>	
<b>ATTACHMENTS:</b> Ordinance 18-01E	

# ORDINANCE NO. 18-01E

## AN ORDINANCE AMENDING CHAPTER 21 OF TITLE 9 OF THE ENGINEERING AND STANDARD SPECIFICATIONS AND STANDARD DRAWINGS FOR CLINTON CITY

**WHEREAS**, the City desires to insure that development of infrastructure within the City meets a consistent minimum standard; and,

**WHEREAS**, Clinton City has an adopted ordinance dealing with development standards, Ordinance no. 015-01E “THE ENGINEERING AND STANDARD SPECIFICATIONS AND STANDARD DRAWINGS FOR CLINTON CITY”; and,

**WHEREAS**, Clinton City desires to maintain the integrity of its new and newly repaved streets by restricting when street cutting is allowed; and,

**WHEREAS**, Clinton City desires to update Chapter 21 of Title 9 of the Standards and Specifications Ordinance by adding a new section 21.02 labeled “Cutting of Newly Paved Streets”.

**THEREFORE** BE IT ORDAINED BY THE CITY COUNCIL OF CLINTON CITY, DAVIS COUNTY, STATE OF UTAH AS FOLLOWS:

### SECTION 1.

Add a new Section 21.02 and renumber subsequent Sections, as follows:

#### **21.02 CUTTING OF NEWLY PAVED STREETS**

*The City’s policy is to not cut newly paved streets for five (5) years from the time of paving. This applies to new streets, streets that have been reconstructed, and overlaid streets. However, in situations where a street must be cut during this time period, the street shall be restored per the APWA Bituminous Pavement T Patch latest edition. In addition, the street opening permit fee shall be:*

- a) 5 times the fee during the 1<sup>st</sup> year;
- b) 4 times the fee during the 2<sup>nd</sup> year;
- c) 3 times the fee during the 3<sup>rd</sup> year; and,
- d) 2 times the fee during the 4<sup>th</sup> year.

**SECTION 2.** Severability. In the event that any provision of this Chapter is declared invalid for any reason, the remaining provisions shall remain in effect.

**SECTION 3.** Effective date. This ordinance shall be recorded and become effective upon the date of posting indicated below.

PASSED AND ORDERED RECORDED AND POSTED by the Council of Clinton City, Utah, this 27<sup>th</sup> day of March, 2018.

\_\_\_\_\_  
L. MITCH ADAMS, MAYOR

ATTEST:

\_\_\_\_\_  
DENNIS W. CLUFF  
CITY RECORDER

Posted: \_\_\_\_\_

# CLINTON CITY COUNCIL AGENDA ITEM

<b>SUBJECT:</b> Bid Award for 2300 N Waterline Project – 1000 West to Railroad Tracks	<b>AGENDA ITEM: H</b>
<b>PETITIONER:</b> Dennis Cluff, Mike Child	<b>MEETING DATE:</b>  March 27, 2018
<b>RECOMMENDATION:</b> That Council award the Bid for the 2300 N Waterline Project – 1000 West to Railroad Tracks to Brinkerhoff Excavating for \$397,997	<b>ROLL CALL VOTE:</b>  NO
<b>FISCAL IMPACT:</b>	
<p><b>BACKGROUND:</b></p> <p>We had 11 bidders for this waterline project. Bids ranged from \$397,997 to \$692,220. The low bidder is Brinkerhoff Excavating out of Farr West, UT. The low bidder has provided good service to the City in the past.</p> <p>This project is replacing the 6” asbestos cement waterline with a 12” PVC pipe waterline. This project is needed for the water supply coming off of State Street in Sunset and for the future new well/reservoir project.</p> <p>Brinkerhoof has worked for the City before replacing the water main on 2000 West during that State Highway reconstruction. Their new General Manager has also over seen numerous projects for the City in the past and worked well with us.</p> <p>The engineer’s estimate was \$353,440.</p>	
<b>ATTACHMENTS:</b> Bid Tabulation document & Plans	

Clinton City Corporation  
2300 North Waterline Replacement Project  
3/22/2018

Bid Tabulation				Engineers Estimate		Brinkerhoff Excavating		Thurgood Excavating		Stapp Construction	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 17,600.00	\$ 17,600.00	\$ 30,042.39	\$ 30,042.39	\$ 30,705.00	\$ 30,705.00
2	Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 7,100.00	\$ 7,100.00	\$ 9,250.00	\$ 9,250.00	\$ 27,256.00	\$ 27,256.00
3	16" C-900 Waterline	LF	480	\$ 44.00	\$ 21,120.00	\$ 48.55	\$ 23,304.00	\$ 55.00	\$ 26,400.00	\$ 63.00	\$ 30,240.00
4	12" C-900 Waterline	LF	2,260	\$ 36.00	\$ 81,360.00	\$ 30.30	\$ 68,478.00	\$ 39.00	\$ 88,140.00	\$ 46.00	\$ 103,960.00
5	10" C-900 Waterline	LF	40	\$ 28.00	\$ 1,120.00	\$ 30.00	\$ 1,200.00	\$ 43.00	\$ 1,720.00	\$ 40.50	\$ 1,620.00
6	8" C-900 Waterline	LF	10	\$ 24.00	\$ 240.00	\$ 50.00	\$ 500.00	\$ 42.00	\$ 420.00	\$ 47.50	\$ 475.00
7	6" C-900 Waterline	LF	300	\$ 18.00	\$ 5,400.00	\$ 28.00	\$ 8,400.00	\$ 34.00	\$ 10,200.00	\$ 32.00	\$ 9,600.00
8	16" Gate Valve	EA	1	\$ 4,200.00	\$ 4,200.00	\$ 7,800.00	\$ 7,800.00	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00
9	12" Gate Valve	EA	6	\$ 3,200.00	\$ 19,200.00	\$ 2,780.00	\$ 16,680.00	\$ 2,750.00	\$ 16,500.00	\$ 3,727.00	\$ 22,362.00
10	10" Gate Valve	EA	1	\$ 2,800.00	\$ 2,800.00	\$ 2,375.00	\$ 2,375.00	\$ 2,300.00	\$ 2,300.00	\$ 3,191.00	\$ 3,191.00
11	8" Gate Valve	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 1,960.00	\$ 1,960.00	\$ 1,550.00	\$ 1,550.00	\$ 2,058.00	\$ 2,058.00
12	6" Gate Valve	EA	7	\$ 1,600.00	\$ 11,200.00	\$ 1,605.00	\$ 11,235.00	\$ 950.00	\$ 6,650.00	\$ 1,637.00	\$ 11,459.00
13	16"x16"x12" Tee	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,110.00	\$ 2,110.00	\$ 1,680.00	\$ 1,680.00	\$ 2,578.00	\$ 2,578.00
14	12" Tee	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 2,240.00	\$ 4,480.00	\$ 1,200.00	\$ 2,400.00	\$ 1,606.00	\$ 3,212.00
15	12"x12"x10" Tee	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,480.00	\$ 1,480.00	\$ 1,595.00	\$ 1,595.00	\$ 1,631.00	\$ 1,631.00
16	12"x12"x8" Tee	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,380.00	\$ 1,380.00	\$ 1,150.00	\$ 1,150.00	\$ 1,302.00	\$ 1,302.00
17	12"x12"x6" Tee	EA	7	\$ 800.00	\$ 5,600.00	\$ 1,240.00	\$ 8,680.00	\$ 1,100.00	\$ 7,700.00	\$ 1,164.00	\$ 8,148.00
18	16"x12" Reducer	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,260.00	\$ 1,260.00	\$ 1,300.00	\$ 1,300.00	\$ 1,387.00	\$ 1,387.00
19	14"x12" Reducer	EA	1	\$ 800.00	\$ 800.00	\$ 1,095.00	\$ 1,095.00	\$ 1,300.00	\$ 1,300.00	\$ 1,112.00	\$ 1,112.00
20	12"x8" Reducer	EA	1	\$ 600.00	\$ 600.00	\$ 890.00	\$ 890.00	\$ 850.00	\$ 850.00	\$ 877.00	\$ 877.00
21	16" 45° Bend	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,675.00	\$ 1,675.00	\$ 1,670.00	\$ 1,670.00	\$ 2,011.00	\$ 2,011.00
22	Fire Hydrant Assembly Including Tee, Valve, and Pipe	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,690.00	\$ 11,380.00	\$ 6,100.00	\$ 12,200.00	\$ 5,626.00	\$ 11,252.00
23	Connect to Existing Fire Hydrant Including Tee, Valve, and Pipe	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 3,210.00	\$ 3,210.00	\$ 3,000.00	\$ 3,000.00	\$ 3,070.00	\$ 3,070.00
24	Remove existing Fire Hydrant	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 845.00	\$ 845.00	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00
25	Connect to existing 14" Waterline	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,510.00	\$ 1,510.00	\$ 3,200.00	\$ 3,200.00	\$ 631.00	\$ 631.00
26	Connect to existing 12" Waterline	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,315.00	\$ 2,630.00	\$ 3,600.00	\$ 7,200.00	\$ 1,344.00	\$ 2,688.00
27	Connect to existing 10" Waterline	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,215.00	\$ 1,215.00	\$ 2,755.00	\$ 2,755.00	\$ 1,019.00	\$ 1,019.00
28	Connect to existing 8" Waterline	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 1,120.00	\$ 2,240.00	\$ 1,850.00	\$ 3,700.00	\$ 820.00	\$ 1,640.00
29	Connect to existing 6" Waterline	EA	7	\$ 800.00	\$ 5,600.00	\$ 1,120.00	\$ 7,840.00	\$ 2,465.00	\$ 17,255.00	\$ 776.00	\$ 5,432.00
30	Connect Existing 3/4" Service to new Main	EA	17	\$ 500.00	\$ 8,500.00	\$ 980.00	\$ 16,660.00	\$ 560.00	\$ 9,520.00	\$ 939.00	\$ 15,963.00
31	Connect to Existing 3/4" Service with Compression Coupler	EA	16	\$ 500.00	\$ 8,000.00	\$ 635.00	\$ 10,160.00	\$ 960.00	\$ 15,360.00	\$ 695.00	\$ 11,120.00
32	Plug End of Abandoned Pipe with Concrete Plug	EA	16	\$ 200.00	\$ 3,200.00	\$ 610.00	\$ 9,760.00	\$ 125.00	\$ 2,000.00	\$ 371.00	\$ 5,936.00
33	Install PRV Station	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 69,150.00	\$ 69,150.00	\$ 76,350.00	\$ 76,350.00	\$ 71,495.00	\$ 71,495.00
34	Install Sample Station	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,120.00	\$ 2,120.00	\$ 790.00	\$ 790.00	\$ 2,957.00	\$ 2,957.00
35	Imported Backfill Material	TON	2,500	\$ 16.00	\$ 40,000.00	\$ 17.50	\$ 43,750.00	\$ 15.00	\$ 37,500.00	\$ 15.03	\$ 37,575.00
36	Imported Base Course	TON	1,500	\$ 20.00	\$ 30,000.00	\$ 14.15	\$ 21,225.00	\$ 19.00	\$ 28,500.00	\$ 15.03	\$ 22,545.00
37	Remove and Replace Curb and Gutter	LF	40	\$ 50.00	\$ 2,000.00	\$ 38.00	\$ 1,520.00	\$ 46.00	\$ 1,840.00	\$ 42.45	\$ 1,698.00
38	Storm Water Prevention Plan (SWPPP)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 3,100.00	\$ 3,100.00	\$ 3,800.00	\$ 3,800.00	\$ 1,550.00	\$ 1,550.00
				<b>TOTAL</b>	<b>\$ 353,440.00</b>	<b>TOTAL</b>	<b>\$ 397,997.00</b>	<b>TOTAL</b>	<b>\$ 441,787.39</b>	<b>TOTAL</b>	<b>\$ 467,105.00</b>

Clinton City Corporation  
2300 North Waterline Replacement Project  
3/22/2018

Bid Tabulation				Great Basin Development		ABC		Industrial Piping		Leon Poulsen	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 25,390.00	\$ 25,390.00	\$ 2,800.00	\$ 2,800.00	\$ 5,600.00	\$ 5,600.00	\$ 12,850.00	\$ 12,850.00
2	Traffic Control	LS	1	\$ 22,720.00	\$ 22,720.00	\$ 25,600.00	\$ 25,600.00	\$ 5,700.00	\$ 5,700.00	\$ 21,455.00	\$ 21,455.00
3	16" C-900 Waterline	LF	480	\$ 73.00	\$ 35,040.00	\$ 78.00	\$ 37,440.00	\$ 75.95	\$ 36,456.00	\$ 68.50	\$ 32,880.00
4	12" C-900 Waterline	LF	2,260	\$ 47.00	\$ 106,220.00	\$ 59.40	\$ 134,244.00	\$ 58.24	\$ 131,622.40	\$ 51.00	\$ 115,260.00
5	10" C-900 Waterline	LF	40	\$ 44.00	\$ 1,760.00	\$ 49.70	\$ 1,988.00	\$ 54.28	\$ 2,171.20	\$ 63.00	\$ 2,520.00
6	8" C-900 Waterline	LF	10	\$ 53.00	\$ 530.00	\$ 80.45	\$ 804.50	\$ 61.78	\$ 617.80	\$ 69.00	\$ 690.00
7	6" C-900 Waterline	LF	300	\$ 41.00	\$ 12,300.00	\$ 52.55	\$ 15,765.00	\$ 37.78	\$ 11,334.00	\$ 49.25	\$ 14,775.00
8	16" Gate Valve	EA	1	\$ 8,025.00	\$ 8,025.00	\$ 9,200.00	\$ 9,200.00	\$ 4,100.00	\$ 4,100.00	\$ 8,205.00	\$ 8,205.00
9	12" Gate Valve	EA	6	\$ 2,658.00	\$ 15,948.00	\$ 2,825.00	\$ 16,950.00	\$ 3,166.67	\$ 19,000.02	\$ 2,775.00	\$ 16,650.00
10	10" Gate Valve	EA	1	\$ 2,200.00	\$ 2,200.00	\$ 2,325.00	\$ 2,325.00	\$ 2,700.00	\$ 2,700.00	\$ 2,270.00	\$ 2,270.00
11	8" Gate Valve	EA	1	\$ 1,357.00	\$ 1,357.00	\$ 1,460.00	\$ 1,460.00	\$ 1,700.00	\$ 1,700.00	\$ 1,610.00	\$ 1,610.00
12	6" Gate Valve	EA	7	\$ 983.00	\$ 6,881.00	\$ 1,020.00	\$ 7,140.00	\$ 1,228.57	\$ 8,599.99	\$ 1,175.00	\$ 8,225.00
13	16"x16"x12" Tee	EA	1	\$ 2,102.00	\$ 2,102.00	\$ 2,140.00	\$ 2,140.00	\$ 2,600.00	\$ 2,600.00	\$ 2,340.00	\$ 2,340.00
14	12" Tee	EA	2	\$ 1,304.00	\$ 2,608.00	\$ 1,260.00	\$ 2,520.00	\$ 1,300.00	\$ 2,600.00	\$ 1,475.00	\$ 2,950.00
15	12"x12"x10" Tee	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 1,260.00	\$ 1,260.00	\$ 1,300.00	\$ 1,300.00	\$ 1,475.00	\$ 1,475.00
16	12"x12"x8" Tee	EA	1	\$ 1,144.00	\$ 1,144.00	\$ 1,135.00	\$ 1,135.00	\$ 1,100.00	\$ 1,100.00	\$ 1,475.00	\$ 1,475.00
17	12"x12"x6" Tee	EA	7	\$ 1,013.00	\$ 7,091.00	\$ 1,000.00	\$ 7,000.00	\$ 928.57	\$ 6,499.99	\$ 1,245.00	\$ 8,715.00
18	16"x12" Reducer	EA	1	\$ 1,046.00	\$ 1,046.00	\$ 990.00	\$ 990.00	\$ 1,400.00	\$ 1,400.00	\$ 1,275.00	\$ 1,275.00
19	14"x12" Reducer	EA	1	\$ 891.00	\$ 891.00	\$ 730.00	\$ 730.00	\$ 1,200.00	\$ 1,200.00	\$ 1,090.00	\$ 1,090.00
20	12"x8" Reducer	EA	1	\$ 538.00	\$ 538.00	\$ 485.00	\$ 485.00	\$ 600.00	\$ 600.00	\$ 795.00	\$ 795.00
21	16" 45° Bend	EA	1	\$ 1,603.00	\$ 1,603.00	\$ 1,400.00	\$ 1,400.00	\$ 1,800.00	\$ 1,800.00	\$ 1,910.00	\$ 1,910.00
22	Fire Hydrant Assembly Including Tee, Valve, and Pipe	EA	2	\$ 5,892.00	\$ 11,784.00	\$ 5,560.00	\$ 11,120.00	\$ 5,950.00	\$ 11,900.00	\$ 5,320.00	\$ 10,640.00
23	Connect to Existing Fire Hydrant Including Tee, Valve, and Pipe	EA	1	\$ 3,231.00	\$ 3,231.00	\$ 2,640.00	\$ 2,640.00	\$ 3,500.00	\$ 3,500.00	\$ 3,550.00	\$ 3,550.00
24	Remove existing Fire Hydrant	EA	1	\$ 450.00	\$ 450.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 925.00	\$ 925.00
25	Connect to existing 14" Waterline	EA	1	\$ 4,786.00	\$ 4,786.00	\$ 3,740.00	\$ 3,740.00	\$ 2,500.00	\$ 2,500.00	\$ 4,330.00	\$ 4,330.00
26	Connect to existing 12" Waterline	EA	2	\$ 2,978.00	\$ 5,956.00	\$ 3,496.00	\$ 6,992.00	\$ 1,650.00	\$ 3,300.00	\$ 3,390.00	\$ 6,780.00
27	Connect to existing 10" Waterline	EA	1	\$ 2,888.00	\$ 2,888.00	\$ 3,370.00	\$ 3,370.00	\$ 1,500.00	\$ 1,500.00	\$ 2,900.00	\$ 2,900.00
28	Connect to existing 8" Waterline	EA	2	\$ 2,534.00	\$ 5,068.00	\$ 3,255.00	\$ 6,510.00	\$ 1,100.00	\$ 2,200.00	\$ 2,475.00	\$ 4,950.00
29	Connect to existing 6" Waterline	EA	7	\$ 2,926.00	\$ 20,482.00	\$ 2,930.00	\$ 20,510.00	\$ 942.86	\$ 6,600.02	\$ 2,375.00	\$ 16,625.00
30	Connect Existing 3/4" Service to new Main	EA	17	\$ 1,375.00	\$ 23,375.00	\$ 890.00	\$ 15,130.00	\$ 1,252.94	\$ 21,299.98	\$ 960.00	\$ 16,320.00
31	Connect to Existing 3/4" Service with Compression Coupler	EA	16	\$ 1,375.00	\$ 22,000.00	\$ 940.00	\$ 15,040.00	\$ 1,025.00	\$ 16,400.00	\$ 1,040.00	\$ 16,640.00
32	Plug End of Abandoned Pipe with Concrete Plug	EA	16	\$ 140.00	\$ 2,240.00	\$ 110.00	\$ 1,760.00	\$ 375.00	\$ 6,000.00	\$ 250.00	\$ 4,000.00
33	Install PRV Station	LS	1	\$ 68,941.00	\$ 68,941.00	\$ 83,200.00	\$ 83,200.00	\$ 76,900.00	\$ 76,900.00	\$ 71,000.00	\$ 71,000.00
34	Install Sample Station	EA	1	\$ 2,448.00	\$ 2,448.00	\$ 1,525.00	\$ 1,525.00	\$ 1,700.00	\$ 1,700.00	\$ 1,570.00	\$ 1,570.00
35	Imported Backfill Material	TON	2,500	\$ 11.75	\$ 29,375.00	\$ 13.50	\$ 33,750.00	\$ 25.12	\$ 62,800.00	\$ 22.00	\$ 55,000.00
36	Imported Base Course	TON	1,500	\$ 13.00	\$ 19,500.00	\$ 16.80	\$ 25,200.00	\$ 30.67	\$ 46,005.00	\$ 27.00	\$ 40,500.00
37	Remove and Replace Curb and Gutter	LF	40	\$ 38.00	\$ 1,520.00	\$ 27.00	\$ 1,080.00	\$ 62.50	\$ 2,500.00	\$ 41.00	\$ 1,640.00
38	Storm Water Prevention Plan (SWPPP)	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,700.00	\$ 1,700.00
				<b>TOTAL</b>	<b>\$ 483,338.00</b>	<b>TOTAL</b>	<b>\$ 508,643.50</b>	<b>TOTAL</b>	<b>\$ 516,706.40</b>	<b>TOTAL</b>	<b>\$ 518,485.00</b>

Clinton City Corporation  
2300 North Waterline Replacement Project  
3/22/2018

Bid Tabulation				CT Davis Excavation		Newman Construction		Marsh Construction		Knudson Construction	
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$ 30,857.57	\$ 30,857.57	\$ 43,000.00	\$ 43,000.00	\$ 19,000.00	\$ 19,000.00	\$ 27,000.00	\$ 27,000.00
2	Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 39,900.00	\$ 39,900.00	\$ 31,000.00	\$ 31,000.00	\$ 33,000.00	\$ 33,000.00
3	16" C-900 Waterline	LF	480	\$ 79.37	\$ 38,097.60	\$ 81.00	\$ 38,880.00	\$ 82.00	\$ 39,360.00	\$ 86.00	\$ 41,280.00
4	12" C-900 Waterline	LF	2,260	\$ 44.14	\$ 99,756.40	\$ 54.25	\$ 122,605.00	\$ 70.00	\$ 158,200.00	\$ 62.00	\$ 140,120.00
5	10" C-900 Waterline	LF	40	\$ 206.47	\$ 8,258.80	\$ 53.25	\$ 2,130.00	\$ 80.00	\$ 3,200.00	\$ 95.00	\$ 3,800.00
6	8" C-900 Waterline	LF	10	\$ 401.60	\$ 4,016.00	\$ 64.25	\$ 642.50	\$ 80.00	\$ 800.00	\$ 86.00	\$ 860.00
7	6" C-900 Waterline	LF	300	\$ 56.97	\$ 17,091.00	\$ 36.25	\$ 10,875.00	\$ 52.00	\$ 15,600.00	\$ 67.00	\$ 20,100.00
8	16" Gate Valve	EA	1	\$ 8,574.88	\$ 8,574.88	\$ 9,600.00	\$ 9,600.00	\$ 5,100.00	\$ 5,100.00	\$ 8,800.00	\$ 8,800.00
9	12" Gate Valve	EA	6	\$ 2,234.86	\$ 13,409.16	\$ 3,260.00	\$ 19,560.00	\$ 3,500.00	\$ 21,000.00	\$ 3,100.00	\$ 18,600.00
10	10" Gate Valve	EA	1	\$ 2,574.69	\$ 2,574.69	\$ 2,730.00	\$ 2,730.00	\$ 3,200.00	\$ 3,200.00	\$ 2,500.00	\$ 2,500.00
11	8" Gate Valve	EA	1	\$ 1,877.83	\$ 1,877.83	\$ 1,860.00	\$ 1,860.00	\$ 2,100.00	\$ 2,100.00	\$ 1,750.00	\$ 1,750.00
12	6" Gate Valve	EA	7	\$ 1,155.44	\$ 8,088.08	\$ 1,435.00	\$ 10,045.00	\$ 1,100.00	\$ 7,700.00	\$ 1,200.00	\$ 8,400.00
13	16"x16"x12" Tee	EA	1	\$ 1,977.62	\$ 1,977.62	\$ 2,835.00	\$ 2,835.00	\$ 2,450.00	\$ 2,450.00	\$ 4,000.00	\$ 4,000.00
14	12" Tee	EA	2	\$ 1,346.92	\$ 2,693.84	\$ 1,920.00	\$ 3,840.00	\$ 1,350.00	\$ 2,700.00	\$ 2,400.00	\$ 4,800.00
15	12"x12"x10" Tee	EA	1	\$ 1,343.95	\$ 1,343.95	\$ 1,920.00	\$ 1,920.00	\$ 1,350.00	\$ 1,350.00	\$ 1,750.00	\$ 1,750.00
16	12"x12"x8" Tee	EA	1	\$ 1,240.95	\$ 1,240.95	\$ 1,790.00	\$ 1,790.00	\$ 1,100.00	\$ 1,100.00	\$ 1,700.00	\$ 1,700.00
17	12"x12"x6" Tee	EA	7	\$ 1,120.92	\$ 7,846.44	\$ 1,635.00	\$ 11,445.00	\$ 1,000.00	\$ 7,000.00	\$ 1,650.00	\$ 11,550.00
18	16"x12" Reducer	EA	1	\$ 1,237.10	\$ 1,237.10	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 1,150.00	\$ 1,700.00	\$ 1,700.00
19	14"x12" Reducer	EA	1	\$ 1,094.22	\$ 1,094.22	\$ 1,000.00	\$ 1,000.00	\$ 1,150.00	\$ 1,150.00	\$ 1,350.00	\$ 1,350.00
20	12"x8" Reducer	EA	1	\$ 861.75	\$ 861.75	\$ 750.00	\$ 750.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00
21	16" 45° Bend	EA	1	\$ 1,544.78	\$ 1,544.78	\$ 2,040.00	\$ 2,040.00	\$ 1,750.00	\$ 1,750.00	\$ 3,000.00	\$ 3,000.00
22	Fire Hydrant Assembly Including Tee, Valve, and Pipe	EA	2	\$ 7,532.07	\$ 15,064.14	\$ 7,000.00	\$ 14,000.00	\$ 6,750.00	\$ 13,500.00	\$ 8,500.00	\$ 17,000.00
23	Connect to Existing Fire Hydrant Including Tee, Valve, and Pipe	EA	1	\$ 5,143.59	\$ 5,143.59	\$ 4,335.00	\$ 4,335.00	\$ 3,800.00	\$ 3,800.00	\$ 4,280.00	\$ 4,280.00
24	Remove existing Fire Hydrant	EA	1	\$ 1,900.00	\$ 1,900.00	\$ 1,260.00	\$ 1,260.00	\$ 1,500.00	\$ 1,500.00	\$ 650.00	\$ 650.00
25	Connect to existing 14" Waterline	EA	1	\$ 5,162.11	\$ 5,162.11	\$ 2,730.00	\$ 2,730.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
26	Connect to existing 12" Waterline	EA	2	\$ 4,283.87	\$ 8,567.74	\$ 1,635.00	\$ 3,270.00	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00
27	Connect to existing 10" Waterline	EA	1	\$ 4,201.05	\$ 4,201.05	\$ 1,530.00	\$ 1,530.00	\$ 4,000.00	\$ 4,000.00	\$ 5,880.00	\$ 5,880.00
28	Connect to existing 8" Waterline	EA	2	\$ 4,085.83	\$ 8,171.66	\$ 1,390.00	\$ 2,780.00	\$ 4,000.00	\$ 8,000.00	\$ 5,500.00	\$ 11,000.00
29	Connect to existing 6" Waterline	EA	7	\$ 2,189.39	\$ 15,325.73	\$ 1,270.00	\$ 8,890.00	\$ 3,000.00	\$ 21,000.00	\$ 6,100.00	\$ 42,700.00
30	Connect Existing 3/4" Service to new Main	EA	17	\$ 1,277.00	\$ 21,709.00	\$ 900.00	\$ 15,300.00	\$ 1,700.00	\$ 28,900.00	\$ 2,500.00	\$ 42,500.00
31	Connect to Existing 3/4" Service with Compression Coupler	EA	16	\$ 320.00	\$ 5,120.00	\$ 600.00	\$ 9,600.00	\$ 2,500.00	\$ 40,000.00	\$ 1,700.00	\$ 27,200.00
32	Plug End of Abandoned Pipe with Concrete Plug	EA	16	\$ 500.00	\$ 8,000.00	\$ 940.00	\$ 15,040.00	\$ 400.00	\$ 6,400.00	\$ 400.00	\$ 6,400.00
33	Install PRV Station	LS	1	\$ 72,256.04	\$ 72,256.04	\$ 88,350.00	\$ 88,350.00	\$ 101,281.00	\$ 101,281.00	\$ 88,000.00	\$ 88,000.00
34	Install Sample Station	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 5,280.00	\$ 5,280.00	\$ 4,500.00	\$ 4,500.00	\$ 1,600.00	\$ 1,600.00
35	Imported Backfill Material	TON	2,500	\$ 20.75	\$ 51,875.00	\$ 26.00	\$ 65,000.00	\$ 13.50	\$ 33,750.00	\$ 19.75	\$ 49,375.00
36	Imported Base Course	TON	1,500	\$ 21.50	\$ 32,250.00	\$ 34.50	\$ 51,750.00	\$ 18.00	\$ 27,000.00	\$ 22.25	\$ 33,375.00
37	Remove and Replace Curb and Gutter	LF	40	\$ 125.00	\$ 5,000.00	\$ 135.00	\$ 5,400.00	\$ 85.00	\$ 3,400.00	\$ 55.00	\$ 2,200.00
38	Storm Water Prevention Plan (SWPPP)	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 5,487.50	\$ 5,487.50	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
				<b>TOTAL</b>	<b>\$ 549,988.72</b>	<b>TOTAL</b>	<b>\$ 628,600.00</b>	<b>TOTAL</b>	<b>\$ 641,491.00</b>	<b>TOTAL</b>	<b>\$ 692,220.00</b>



**CLINTON CITY COUNCIL MINUTES  
CITY HALL  
2267 North 1500 W Clinton UT 84015**

**MAYOR**  
*L. Mitch Adams*

**CITY COUNCIL MEMBERS**

*Anna Stanton  
Karen Peterson  
Mike Petersen  
Barbara Patterson  
TJ Mitchell*

<b>Date of Meeting</b>	<b>March 13, 2018</b>	<b>Call to Order</b>	<b>7:00 p.m.</b>
<b>Staff Present</b>	City Manager Dennis Cluff, Community Development Director Will Wright, Public Works Director Mike Child, Engineer Bryce Wilcox, Treasurer Steve Hubbard, Amber Fowles, Fire Chief Dave Olsen, Asst. Fire Chief Justin Benavides and Lisa Titensor recorded the minutes.		
<b>Citizens Present</b>	Holly Nielson, Denise Hadfield, Russel Goodman, Colby Dalton, Nathan Woolley, Jaxon Kohler, Bryken Peterson, Zac Kohler, Pam Steadman, Dennis Hepworth, Dereck Bauer, Julie Davis, Ben McBride, Janae Davis, Chris & Patricia Haggard, Wade & Melinda Johnson, Nelly Orosso, Jaylee Harris, Ashleigh Norman		
<b>Pledge of Allegiance</b>	Jaxon Kohler, Troop 317		
<b>Prayer or Thought</b>	Bryken Peterson Troop 317		
<b>Roll Call &amp; Attendance</b>	Present were: Mayor L. Mitch Adams, Councilmember Mitchell, Councilmember K. Peterson, Councilmember Stanton and Councilmember Patterson.  Excused was: Councilmember M. Petersen		
<b>Public Input</b>	There was none.		
<b>A. EMPLOYEE OF THE MONTH FOR JANUARY 2018 – AMBER FOWLES</b>			
<b>Petitioner</b>	Dennis Cluff, Steve Hubbard		
<b>Discussion</b>	<p>Treasurer Steve Hubbard explained Amber Fowles has served in the position of Finance Specialist in the Treasurer Department since August of 2016 and has been selected as Employee of the Month for January 2018.</p> <p>Since becoming the Finance Specialist, Amber has also taken on the responsibility of managing the cell phone contracts for city personnel in addition to the general accounting and financial reporting she completes on a timely basis every month. Her distinctive capabilities in this area are established in part due to her educational achievements with a BA and MBA degree in Accounting and also in part to her natural talent with numbers. She has worked as an accountant for Roy City and as Finance Director for Syracuse City.</p> <p>She is thought of as our internal auditor, which helps keep us on track for when the annual external audit takes place. Because of her background and skills, she was able to save the city about \$1,000 during this past year’s audit.</p> <p>Although much of her work is done behind the scenes, Amber’s talents and skills are a great asset to the overall operations of the Treasurer Department and the City of Clinton.</p> <p>Amber stated she enjoys working for Clinton City.</p> <p>Mayor Adams presented Amber with an award and gift card in recognition and expressed appreciation for the good job she does.</p>		
<b>B. EMPLOYEE OF THE MONTH FOR FEBRUARY 2018 – DAVE POWERS</b>			
<b>Petitioner</b>	Dennis Cluff, Fire Chief Olsen		
<b>Discussion</b>	Fire Chief Dave Olsen stated he would like to recommend Dave Powers for		

	<p>Employee of the Month for February 2018. Dave began his career in Clinton City in September 2014 as a part-time Firefighter/AEMT. He is currently a full-time Senior Firefighter on “B” Shift. Dave has demonstrated numerous times that he is willing to step up and help out in times of need. As a Senior Firefighter he has a supervisory role as acting Captain, when his Captain is off duty. He has been very proactive in his assignment of tracking the department’s vehicle maintenance. He is responsible for tracking mileage, run hours, aerial maintenance etc. to ensure that the equipment is being serviced at the appropriate intervals in conjunction with the motor pool department or other third party vendors. Preventative maintenance helps keep the maintenance costs down and improves the longevity of the equipment; which is crucial to ensuring the equipment is safe and able to respond in the time of need.</p> <p>Dave is currently one of two Clinton Firefighters who is assigned to the Davis County USAR (Urban Search and Rescue) team. He is working hard towards the certifications and skill sets required.</p> <p>In addition to this, Dave also works as a part-time firefighter for the North Davis Fire District and is very talented with his hands as a gifted carpenter.</p> <p>Dave is a true team player and is always willing to help anyone he can. He is a great mentor to others in the fire service and leads by example. Dave has demonstrated the qualities and values of a Clinton City Firefighter and is well deserving of being Employee of the Month. He is a great asset to the Fire Department, City and Community.</p> <p>Dave Powers stated he enjoys working for Clinton City.</p> <p>Mayor Adams expressed appreciation for Dave’s service and presented him with an award and gift card in recognition.</p>
<b>C. BID AWARD FOR SUN RAY SUBDIVISION STORM DRAIN PROJECT</b>	
<b>Petitioner</b>	Dennis Cluff, Mike Child
<b>Discussion</b>	Mr. Child explained that six bids for this storm drain project were received which ranged from \$135,590.40 to \$301,441.50. The Engineer’s estimate was \$146,420. The low bidder of \$135,590.40 is from AAA Excavating who has provided good service to the City in the past.
<b>CONCLUSION</b>	<b>Councilmember Mitchell moved to award the Bid for the Sun Ray Storm Drain Project to AAA Excavating for \$135,590.40. Councilmember K. Peterson seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember Mitchell, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye.</b>
<b>D. REQUEST TO TABLE TO APRIL 10, 2018 - 7:15 PM PUBLIC HEARING – RESOLUTION 09-18 REQUEST FOR APPROVAL OF PHASE 6 FINAL PLAT FOR HARRISBURG COUNTRY ESTATES SUBDIVISION</b>	
<b>Petitioner</b>	Will Wright, Eric Craythorne
<b>Discussion</b>	<p>The applicant requested this item to be tabled. The Final Plat of Phase 6 for Harrisburg Country Estates Subdivision, located at approximately 800 North 2000 West is ready for final approval by the City Council.</p> <p>Because this was advertised as a public hearing Mayor Adams asked if there was anyone present to address this issue; there was none.</p>
<b>CONCLUSION</b>	<b>Councilmember K. Peterson moved to table Resolution 09-18 approval for the Final Plat of Phase 6 of the Harrisburg Country Estates Subdivision located at approximately 800 North 2000 West to April 10, 2018. Councilmember Stanton seconded the motion. Councilmember’s Patterson, Mitchell, Stanton and K. Peterson voted in favor of the motion.</b>
<b>E. RESOLUTION 06-18 AMENDING RESOLUTION 02-18 BY ADDING AN ADDITIONAL CONDITION AND FINDING TO THE FINAL PLAT APPROVAL OF THE TRYXEN MEADOWS SUBDIVISION LOCATED AT 717 W 2300 N</b>	
<b>Petitioner</b>	Will Wright



<p><b>Discussion</b></p>	<p>Mr. Wright explained that the Tryxen Meadows Subdivision Final Plat was approved by the City Council with Resolution 02-18 on February 13, 2018. The 10<sup>th</sup> Finding and Condition of that Resolution was accidentally left off of the version presented and approved by the City Council. This action, by amending the Resolution, adds this 10<sup>th</sup> Finding and Condition to Resolution 02-18.</p> <p><i>10. There is an east side yard variance for the existing structure on lot 1 of 5.57 feet as indicated on the plat and if it is demolished and a new structure constructed, it shall be positioned on the lot to be in conformance with the standard side lot requirement.</i></p>
<p><b>CONCLUSION</b></p>	<p><b>Councilmember Stanton moved to approve Resolution 06-18 amending Resolution 02-18 that approved the Final Plat for the Tryxen Meadows Subdivision by adding paragraph 10 that was inadvertently left off of Resolution 02-18 when approved by the City Council. Councilmember Mitchell seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember Mitchell, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye.</b></p>
<p><b>Mayor Adams directed the Council to Agenda Item G.</b></p>	
<p><b>F. 7:25-PUBLIC HEARING – RESOLUTION 08-18 APPROVING PHASE 3 FINAL PLAT FOR FENWAY ESTATES SUBDIVISION</b></p>	
<p><b>Petitioner</b></p>	<p>Will Wright , Uinta Land Investments, LLC, Dennis Hepworth</p>
<p><b>Discussion</b></p>	<p>The following information was included in the staff report:</p> <ol style="list-style-type: none"> <li>1. The Preliminary Plat Approval was granted for this subdivision on May 5, 2015 and consists of 134 lots on 73 acres to be built in five (5) phases.</li> <li>2. Phase 3 consists of 37 lots on 8 acres that meet the requirements for the R-1-15 Zone with lots ranging in size from 12,445 sq. ft. to 16,435 sq. ft.; and</li> <li>3. Staff has reviewed the drawings and provided minimal corrective comments that the developer has made with this final plat basically following the approved Preliminary Plat.</li> </ol> <p><u>Public Works comments</u></p> <ul style="list-style-type: none"> <li>• Submittal Date: 1/31/18</li> </ul> <p>The developer shall be responsible to grade each lot such that runoff water is directed to fronting roads. Grading shall ensure that the runoff from each lot does not drain onto neighboring lots or properties.</p> <ul style="list-style-type: none"> <li>• Submit SWPPP.</li> </ul> <p>SWPPP will be submitted before the pre-construction meeting.</p> <ul style="list-style-type: none"> <li>• Note: sewer and land drain mains minimum .50%.</li> </ul> <p>Sewer and land drain mains have been changed to minimum 0.50%</p> <ul style="list-style-type: none"> <li>• Note: call out stop signs with the address signs at the intersections.</li> </ul> <p>Stop signs with address signs have been added to intersections.</p> <ul style="list-style-type: none"> <li>• C5 eliminates all the SD manholes from the intersections and replace with catch basins.</li> </ul> <p>Catch basins have been added around curb returns, but the manholes are necessary to maintain grade and cover over storm drain pipes. We feel that for the design to work correctly, the manholes will need to remain.</p> <ul style="list-style-type: none"> <li>• Add catch basin 955N at lot 326, and one on property line lots 324/325.</li> </ul> <p>Catch basins have been added.</p> <ul style="list-style-type: none"> <li>• Put a fire hydrant foot valve on the main in the cul-de-sac in the asphalt 10’ off of the toe of curb.</li> </ul> <p>Foot valves have been added to the fire hydrants in the cul-de-sac.</p> <ul style="list-style-type: none"> <li>• Move water valves to line up with property lines. Water valves have been moved up to line up with property lines.</li> <li>• Put fire hydrant foot valves on the main line connection.</li> </ul> <p>Foot valves have been placed on main line connections.</p> <ul style="list-style-type: none"> <li>• C3 call out fencing with a mow strip along 800N frontage.</li> </ul> <p>Fencing with mow strip along frontage has been called out.</p> <ul style="list-style-type: none"> <li>• Pp1 add catch basin between lots 303/304.</li> </ul> <p>Catch basin has been added.</p> <ul style="list-style-type: none"> <li>• On land drain, 5’ man holes needed at direction change only.</li> </ul>

	<p>5' manholes are now only being used at 90° bends and tees.</p> <ul style="list-style-type: none"> <li>• Pp1 sewer and land drain manholes #301 not needed Existing pipe stubs were laid at 0.33%. We have to include these manholes if pipes in this phase are to be laid at a minimum 0.50%.</li> </ul> <p>The resolution includes the following findings and conditions:</p> <ol style="list-style-type: none"> <li>1 Construct an approved fence required on the boundary adjacent to dissimilar uses per the Zoning Ordinance.</li> <li>2 The Final Plat shall not be recorded until a Subdivider's Agreement and Subdivider's Escrow Agreement have been completed and executed to insure the completion of the infrastructure improvements.</li> <li>3 All comments related to the plat and engineering shall be corrected before the final plat and engineering is presented for signatures.</li> <li>4 The City shall schedule a preconstruction meeting once all engineering drawings have been corrected and approved by the City Engineer as well as signatures obtained on plat.</li> <li>5 It is the developer/contractor's responsibility to comply with all Clinton City Standards, Ordinances, Engineer, staff and requirements established during the approval process. Wherever there is a discrepancy between these drawings and City Standards the more stringent requirement will apply. If there is any doubt as to the requirement the developer is to seek clarification from the Community Development Department and obtain the determination in writing. Copies of the Standards are available at the Community Development Department.</li> <li>6 Prior to Conditional Acceptance and Final Acceptance by the City, the Subdivider shall clear any construction debris from lots within the subdivision, except lots with buildings under construction, and level vacant lots within the subdivision in such a way that weed control, via mowing with a brush hog or similar item, is possible and all vacant lots will be mowed for weed control.</li> <li>7 The developer/contractor is responsible for insuring that all required inspections are performed by the Clinton City Public Works Department. If the developer is unsure of what inspections are required he can obtain a list from Public Works. The developer is cautioned not to proceed past an inspection point without insuring that the inspection has been performed and work passed by Public Works.</li> <li>8 It is the developer/contractor's responsibility to insure adequate dust, trash and weed control practices are observed while any of the lots are under their control.</li> <li>9 Minimum 35' rear setbacks on lots 301-307 and recorded as restricted, prohibiting driveway access onto 800 N.</li> <li>10 Hard surface park strip and a mow strip under the fence along the property line on 800 N from property line to the sidewalk.</li> </ol> <p>The Council discussed their concern for aesthetics in the City moving forward allowing this and clarified that snow removal will be the responsibility of the property owner. They discussed the possibility of gates to allow for easier access.</p> <p>Mayor Adams opened the public hearing at 7:39 p.m.</p> <p>Mr. Hepworth said he feels that requiring or preventing a gate may be difficult; it should be an option for the property owner but not required.</p> <p>He explained this is the third of five phases. It is under contract with a builder.</p> <p>With no further public comment, Mayor Adams closed the public hearing at 7:42 p.m.</p>
<b>CONCLUSION</b>	<p><b>Councilmember Mitchell moved to adopt Resolution 08-18 approving the Final Plat for Phase 3 of the Fenway Estates Subdivision located at approximately 800 North 2000 West. Councilmember K. Peterson seconded the motion. Councilmember's Patterson, Mitchell, Stanton and K. Peterson voted in favor of the motion.</b></p>
<p><b>Mayor Adams directed the Council to Agenda Item I.</b></p>	
<p><b>G. RESOLUTION 10-18, AMENDMENT TO 2004 BLUE SPRUCE ESTATES SUBDIVISION DEVELOPMENT AGREEMENT</b></p>	
<b>Petitioner</b>	Denise Hadfield, current HOA President and Will Wright
<b>Discussion</b>	The Blue Spruce Estates Subdivision Development Agreement was approved by the

	<p>City Council on January 29, 2004. Part of this Agreement included the establishment of an HOA with the main purpose of maintaining a small linear landscaped area at an entrance to the subdivision fronting 1800 North. The landscaped area was established on an easement at the rear of the cul-de-sac lots which back ended to 1800 North. When the lots developed, their back yard fences abutted the north side of the landscape easement so the landscape could be viewed from 1800 North.</p> <p>This landscape easement is on land owned by the adjacent property owners. They pay the taxes on the property (for it is part of their individual lot) and have maintained the landscaped and sidewalk area outside of their back fence line. The landscaped area is <u>not</u> common HOA property and has <u>not</u> been maintained by the HOA. Initially the HOA was established by the developer and initial property owners, but has ceased to function and has neither maintained the landscaped area nor charged fees to have it maintained.</p> <p>The petition from the majority of the Blue Spruce Estates property owners, including the three owners on which the landscaped area sits as well as the side lot that serves as an entrance to this subdivision, is to amend the Development Agreement by removing the HOA and the landscaped area requirements. The three property owners with the landscaped area on their properties desire, at their own expense, to move their back fences to incorporate the landscaped areas within their regular back yards. They also agree to continue maintaining snow removal on the sidewalk area abutting 1800 North.</p> <p>The Amendment strikes out all references to the HOA and landscaped area requirements from the Development Agreement, yet leaves all other Development Agreement requirements in place.</p>
<b>CONCLUSION</b>	<p><b>Councilmember Mitchell moved adopt Resolution 10-18, approving the amendment to the Blue Spruce Estates Subdivision Development Agreement and authorize the Mayor to execute the amendment. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember Mitchell, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye.</b></p>
<p><b>H. RESOLUTION 11-18 INTERLOCAL AGREEMENT WITH SUNSET CITY FOR CLINTON CITY INSTALLATION OF WATER LINE THROUGH SUNSET STREETS</b></p>	
<b>Petitioner</b>	<p>Dennis Cluff, Mike Child</p>
<b>Discussion</b>	<p>This Agreement is part of the 2300 North water line project. This will allow the City to hire a contractor to install the water line through the designed route along certain Sunset City streets.</p> <p>This agreement has been approved by Sunset City and has been reviewed by the Clinton City Attorney.</p>
<b>CONCLUSION</b>	<p><b>Councilmember K. Peterson moved to adopt Resolution 11-18, approving an Interlocal Agreement with Sunset City for Clinton City Installation of a Water Line through Sunset streets. Councilmember Stanton seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember Mitchell, aye; Councilmember Stanton, aye; Councilmember K. Peterson, aye.</b></p>
<p><b>At 7:24 PM Mayor Adams directed the Council back to agenda item F.</b></p>	
<p><b>I. ORDINANCE 18-01E, AMENDING CITY CODE TITLE 9, ENGINEERING AND STANDARD SPECIFICATIONS AND STANDARD DRAWINGS</b></p>	
<b>Petitioner</b>	<p>Dennis Cluff, Mike Child</p>
<b>Discussion</b>	<p>Mr. Child explained that in an effort to maintain the asphaltic integrity of new streets and newly repaved streets, staff is asking the Council to consider adopting a basic 2 year non-street cutting moratorium for all newly paved City streets. Emergency exceptions are provided. The proposed section reads:</p> <p>“21.02. <b>MORATORIUM:</b>  <i>Newly paved streets shall not be cut for two (2) years from the time of paving. This standard applies to new streets, streets that have been reconstructed and overlaid</i></p>

	<p><i>streets. Exceptions may be made at the city’s discretion for emergency situations. Streets that are cut during a moratorium shall be restored per the APWA Bituminous Pavement T Patch latest edition. The moratorium shall begin on the date of substantial completion for City projects or the start of warranty for new developments.”</i></p> <p>The Council said they like the idea of requiring higher standards for new road cuts but expressed concerns about requiring a moratorium; they also discussed other options to consider for managing road cuts in new roads. They asked staff to bring back three options to consider during a future discussion on this issue.</p>
<b>CONCLUSION</b>	<b>There was no action on this item.</b>
<b>Approval of Minutes</b>	<b>Councilmember K. Peterson moved to approve the minutes of the January 23, 2018 City Council meeting and January 23, 2018 closed meeting. Councilmember Stanton seconded the motion. Councilmember’s Mitchell, K. Peterson, Stanton and Patterson voted in favor of the motion.</b>
<b>Accounts Payable</b>	<b>Councilmember Stanton moved to pay the bills. Councilmember Mitchell seconded the motion. Councilmember’s Patterson, Mitchell, K. Peterson, Patterson and Stanton voted in favor of the motion.</b>
<b>Planning Commission Report</b>	Mr. Wright reported on the March 6, 2018 Planning Commission meeting as recorded in the minutes. He also reported that due to local political caucuses scheduled for Tues. March 19, the Planning Commission will not meet so they can attend.
<b>City Manager</b>	<ul style="list-style-type: none"> <li>• Asked the Council to set the budget work shop.</li> </ul> <p>The Council agreed on Wednesday, April 11 at 5 p.m.</p> <ul style="list-style-type: none"> <li>• Asked the Council to consider cancelling the April 24, 2018 City Council meeting unless needed.</li> </ul> <p>The Council agreed to cancel the April 24, 2018 meeting unless it becomes necessary to hold it.</p> <ul style="list-style-type: none"> <li>• Reported the Weber Basin annual meeting will be on March 27 at 1 p.m.</li> <li>• UDOT is planning to go out to bid for an overlay to put on the existing 2300 N going N to SR 126; they will not be widening the road.</li> </ul>
<b>Mayor Adams</b>	<ul style="list-style-type: none"> <li>• Asked staff to look into putting a flag back in the parking lot on the flag pole Macey’s installed; several residents have requested it.</li> <li>• Ivory Homes has proposed an update to the Development Agreement for Cranefield Estates.</li> </ul>
<b>Councilmember Patterson</b>	<ul style="list-style-type: none"> <li>• The Children’s Justice Center will hold an open house on April 10.</li> </ul>
<b>Councilmember K. Peterson</b>	<ul style="list-style-type: none"> <li>• Construction on the 1300 N round-a-bout is being done by the DWCCC to increase secondary water pressure.</li> <li>• Expressed appreciation for how staff responded to the water leak on Sunday and asked staff to establish a plan for situations such as this for the future.</li> <li>• Asked staff to invite Davis and Weber Counties Canal Company to a meeting in the near future.</li> <li>• Appreciated staff providing information for the potential use of the legacy money, would like Zach Martinez attend the next meeting to discuss it further.</li> </ul>
<b>Councilmember M. Petersen</b>	<ul style="list-style-type: none"> <li>• Excused.</li> </ul>
<b>Councilmember Stanton</b>	<ul style="list-style-type: none"> <li>• Youth Council Leadership Conference will be held local in April and they will invite the Council.</li> <li>• Appreciates the meeting with the local schools especially the topic of safety for the students.</li> <li>• Appreciates staff for responding to the water leak.</li> </ul>
<b>Councilmember Mitchell</b>	<ul style="list-style-type: none"> <li>• Snow plows did a great job this year.</li> </ul>
<b>Mr. Child</b>	<ul style="list-style-type: none"> <li>• Would like permission to go out to bid for FY 2018-19 Road Projects.</li> </ul> <p>The Council approved Public Works to go out to bid for the 2018-19 Road Projects.</p>
<b>ADJOURNMENT</b>	<b>Councilmember Stanton moved to adjourn. Councilmember Patterson seconded the motion. Councilmember’s K. Peterson, Stanton, Patterson and Mitchell</b>

<b>voted in favor. The meeting adjourned at 8:51 p.m.</b>	
<b><u>ACTION ITEMS</u></b>	<ul style="list-style-type: none"><li>• Subdivision Ordinance – recommendation for concrete in the park strips along UDOT roads. (August 2016) – Planning Commission Review</li><li>• Consider code enforcement during future budget discussion for 2017-18 (August 2016)</li><li>• 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). 6g(January 2017) Planning Commission Review</li><li>• Discuss moving Veteran’s Memorial to the property on 1000 W &amp; 1300 N where the Rail Trailhead will be and discuss renaming Veteran’s Park back to its original name Founders Park. (October 2017).</li><li>• Request the Planning Commission review the ordinance to consider restricting road cuts on new streets for a specified period of time after it has been improved with new construction of unimproved lots. (November 2017).</li><li>• Accounts Payable – more detail identifying specific information for both projects and subdivisions (January 2018).</li><li>• Update Ordinance to eliminate pressurized sewer lines in the Clinton City streets (January 2018).</li><li>• Ask Planning Commission to review ordinance to see if it allows gates and if rear frontages are required to be maintained as well as if there are provisions for a gate and hard surface in park strip (March 2018 during discussion of Final Plat approval for Ph3 of Fenway Estates).</li></ul>