



CITY COUNCIL
2267 N 1500 W
CLINTON UT 84015
Phone: (801)-614-0700
Fax: (801) 614-0752
www.clintoncity.net

AGENDA
February 24, 2015

Mayor
L. Mitch Adams

City Council
Anna Stanton
Mike Petersen
Karen Peterson
Barbara Patterson

I. REGULAR SESSION – 7:00 P.M.

1. Call to Order
 2. Pledge of Allegiance
 3. Invocation or Thought
 4. Roll Call
- A. Surplus Equipment Sale
- B. Resolution 05-15- Interlocal Mutual Aid Fire Agreement with Hill Air Force Base
- C. **7:45 p.m. PUBLIC HEARING – ORDINANCE NO. 15-02Z** Review and action upon a recommendation from the Planning Commission upon a request from Chris Looock, representing the Flinders Trust, for a rezone of the property located at approximately 3400 West on the north side of 1800 North, north of the Layton Canal, Rezone from Agricultural (A-1) to Residential (R-1-15), more accurately described above.
- D. **8:00 p.m. PUBLIC HEARING – ORDINANCE NO. 15.03Z** - Review and action upon a recommendation from the Planning Commission upon a request from KW Advisory Group, Colby Bond, representing the Martin Family Trust, for a rezone of the property located at approximately 3400 West on the north side of 1800 North, from Agricultural (A-1) to Agricultural Estates (AE) more accurately described above.
- E. **Ordinance 15-03, Cemeteries** - New Replacement Ordinance
- F. Award the 2014 Street Project to Staker Parson Companies, the lowest bidder.
- G. Award bid and authorize Mayor to sign Notice of Award and Mayor and City Manager to sign Contracts for the 3000 West - 1400 N to 6000 S Street Project to Skyview Excavation
- H. 3000 West Street Project – Flinders
- I. **TABLED ITEM FROM JANUARY 27 and FEBRUARY 10 - PUBLIC HEARING – Ordinance No. 15-01Z** - Review and action upon a recommendation from the Planning Commission concerning change to the Clinton City Zoning Ordinance; § 28-2 Definitions dealing with Garages, Accessory Buildings, Carports, and Sheds; § 28-3-25 Garages, Accessory Buildings, Sheds, Carports; § 28-12 thru 28-15, and 28-19 subsections dealing with Garages, Accessory Buildings, Sheds, and Carports.

II. OTHER BUSINESS'

- a. Approval of Meeting Minutes, February 10, 2015 and February 17, 2015 Special Meeting
- b. 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

III. ADJOURN

Dennis W Cluff
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 hearing.

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Surplus Equipment Sale	AGENDA ITEM: A																																
PETITIONER: Dennis Cluff, Mike Child,	MEETING DATE: February 24, 2015																																
RECOMMENDATION: That Council declare the listed items as surplus and authorize the City Manager to have them sold.	ROLL CALL VOTE: NO																																
FISCAL IMPACT:																																	
BACKGROUND:																																	
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Unit</th> <th style="text-align: left;">year</th> <th style="text-align: left;">make</th> <th style="text-align: left;">vin. #</th> </tr> </thead> <tbody> <tr> <td>1. RD55</td> <td>1988 Truck</td> <td>Dodge</td> <td>1B7GN14XXJS770614</td> </tr> <tr> <td>2. PD8</td> <td>2002 Crown Vic</td> <td>Ford</td> <td>2FAFP71W12X105934</td> </tr> <tr> <td>3. PD1</td> <td>2004 Crown Vic</td> <td>Ford</td> <td>FAFP71W44X142172</td> </tr> <tr> <td>4. SLS6</td> <td>1997 F350 Van</td> <td>Ford</td> <td>1FDKF37F6VEB63096</td> </tr> <tr> <td colspan="4" style="padding: 5px;">Will need the titles for the above listed vehicles to take to TNT.</td> </tr> <tr> <td>5. PKD20</td> <td>? Groomer</td> <td>John Deere</td> <td>M01200g912735</td> </tr> <tr> <td colspan="4" style="padding: 5px;">6. OLD SEWER CAMERA</td> </tr> </tbody> </table>		Unit	year	make	vin. #	1. RD55	1988 Truck	Dodge	1B7GN14XXJS770614	2. PD8	2002 Crown Vic	Ford	2FAFP71W12X105934	3. PD1	2004 Crown Vic	Ford	FAFP71W44X142172	4. SLS6	1997 F350 Van	Ford	1FDKF37F6VEB63096	Will need the titles for the above listed vehicles to take to TNT.				5. PKD20	? Groomer	John Deere	M01200g912735	6. OLD SEWER CAMERA			
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ATTACHMENTS:																																	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Resolution 05-15- Interlocal Mutual Aid Fire Agreement with Hill Air Force Base	AGENDA ITEM: B
PETITIONER: Chief David Olsen, Dennis Cluff	MEETING DATE: February 24, 2015
RECOMMENDATION: That Council adopt Resolution 05-15 approving an Interlocal Mutual Aid Fire Agreement with Hill Air Force Base	ROLL CALL VOTE: YES
FISCAL IMPACT: N/A	
BACKGROUND: This Mutual Aid Agreement with HAFB was last approved by the City Council in August 8, 2012, this is a new version of the existing agreement and will run for 5 years this time. The agreement provides the assurance that if needed; help from Clinton City or from HAFB could be available. Hill Field resources play a great part in dealing with the varied and potentially complex emergencies that local fire departments may be called to deal with. One of these areas is Hazardous Materials. Hill Field has the manpower and equipment to deal with these incidents.	
ATTACHMENTS: Resolution 05-15 & Interlocal Mutual Aid Agreement	

RESOLUTION NO. 05-15

A RESOLUTION APPROVING AN INTERLOCAL MUTUAL AID FIRE AGREEMENT AND HAZARDOUS MATERIALS INCIDENT RESPONSE WITH HILL AIR FORCE BASE.

Whereas, both Clinton City and Hill Air Force Base are desirous of entering into a Mutual Aid Agreement for fire protection and hazardous materials incident response that will be beneficial to both parties; and,

Whereas, Section 11-7-1 of the Utah Code provides authority for such an Mutual Aid agreement; and,

Whereas, each party desires to cooperate with and assist the other for structural fire protection at the receipt of such alarms and/or hazardous materials incident response; and,

Whereas, such Mutual Aid agreements are intended to enhance the ability of each fire department to effectively respond to the emergency incident and provide added public safety.

NOW, THEREFORE, the Clinton City Council hereby resolves that the Inter-Local Mutual Aid Fire Agreement, 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 24th DAY OF FEBRUARY, 2015

Attest:

Clinton City
Municipal Corporation

Dennis W. Cluff, City Recorder

Mayor L. Mitch Adams

Posted: _____

Attachment: Agreement

AGREEMENT FOR MUTUAL AID
FIRE EMERGENCY SERVICES

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 30th day of June 2015, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of Hill Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the Clinton City Fire Department. Together the Air Force and Clinton City Fire Department are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Hill Air Force Base Fire Department by a representative of the Clinton City Fire Department, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be dispatched to any point within the area for which the Clinton City Fire Department normally provides fire protection services as designated by the representatives of the Clinton City Fire Department.
- d. On request to a representative of the Clinton City Fire Department by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of the Clinton City Fire Department will be dispatched to any point within the jurisdiction of the Hill Air Force Base Fire Department as designated by the representative of the Hill Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Clinton City Fire Department normally provides fire protection services, the chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base Fire Department to observe Air Force Operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Clinton City Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.D. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

- g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.
- h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.
- i. All equipment used by Clinton City Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Clinton City Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Clinton City Fire Department.
- j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.
- k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.
- l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.
- m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Hill Air Force Base
c/o Commander, 75th Air Base Wing
7981 Georgia Street, Suite 100
Hill AFB UT 84056-5824

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Dr. Suite 1
Tyndall AFB FL 32403-5319

And:

Hill Air Force Base
c/o Fire Chief
5713 Lahm Lane, Bldg. 593N
Hill AFB UT 84056

For:

Clinton City Fire Department
c/o Fire Chief
2153 North 1500 West
Clinton, UT 84015

TERMS OF THE AGREEMENT

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years (2020) from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Clinton City Fire Department

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____

By: _____

Name: _____

Name: _____

FIRE CHIEF

COMMANDER, 75th ABW, USAF

Date: _____

Date: _____

CLINTON CITY COUNCIL AGENDA ITEM

<p>SUBJECT: 7:45 p.m. PUBLIC HEARING – ORDINANCE NO. 15-02Z Review and action upon a recommendation from the Planning Commission upon a request from Chris Loock, representing the Flinders Trust, for a rezone of the property located at approximately 3400 West on the north side of 1800 North, north of the Layton Canal, Rezone from Agricultural (A-1) to Residential (R-1-15), more accurately described above.</p>	<p>AGENDA ITEM: C</p>
<p>PETITIONER: Flinders Trust, Represented by Chris Loock</p>	<p>MEETING DATE: February 24, 2015</p>
<p>RECOMMENDATION: Adopt, Amend and Adopt or Reject Ordinance No. 15-02Z approving the rezone of the property located at approximately 3400 West on the north side of 1800 North, north of the Layton Canal, Rezone from Agricultural (A-1) to Agricultural Estates (AE), more accurately described above.</p>	<p>ROLL CALL VOTE: YES NO</p>
<p>FISCAL IMPACT:</p>	
<p>BACKGROUND:</p> <ul style="list-style-type: none"> ▪ The request is for a rezone to Residential (R-1-15), however the applicant, Chris Loock, has indicated that he wants to amend the request to Agricultural Estates (AE) ▪ The AE request matches the intended land use per the General Plan and Master Land use Map. ▪ There is adequate infrastructure within the area for development. 	
<p>ALTERNATIVE ACTIONS:</p>	
<p>ATTACHMENTS: Ordinance 15-02Z Map</p>	
<p>REFERENCED DOCUMENTS:</p>	

ORDINANCE NO. 15-02Z

REZONE

AN ORDINANCE BASED UPON A REQUEST FROM RHODA FLINDERS FAMILY TRUST, OWNERS OF THE PROPERTY, REPRESENTED BY CHRIS LOOCK, TO AMEND THE ZONING MAP OF CLINTON CITY

WHEREAS, Clinton City has established a standard for land use and land use density through its zoning powers; and,

WHEREAS, The Clinton City Planning Commission has convened a public hearing and based upon established planning principles and public input forwarded a recommendation to the City Council

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

BY MOTION The Clinton City Council voted to (adopt) (reject) this petition for rezone.

SECTION 1. Petition

Petitioner has requested the property located at approximately 3400 West 1925 North, more accurately described below, shall be rezoned from Agricultural (A-1) to Agricultural Estates (AE) based upon the request from the stated property owner (based upon the finding stated).

SECTION 2. Legal Description

A parcel of land located in the Northeast Quarter of Section 29, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah.

Beginning at the Northwest Corner of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Section 29, Township 5 North; Range w West, Salt Lake Base and Meridian, Thence South 10 Chains; Thence East 174.9 Feet, more or less to the westerly line of the Layton Canal; Thence North $45^{\circ}32'$ East 81.00 Feet; Thence along a regular curve to the right with a radius of 150 Feet for an arc distance of 117.5 Feet, Thence S $89^{\circ}37'$ East 886.0 Feet; Thence North $0^{\circ}07'$ East 561.3 Feet, more or less to the north line of Grantors Land; Thence West 1225 Ft more of less to the Point of Beginning. Cont.

14-030-0007

Parcel contains 16.27 acres

SECTION 3. Map

A map is attached to the ordinance by reference, however if a discrepancy exists between the map and legal description the legal description takes precedence.

SECTION 4. Planning Commission Action

Reviewed in a public hearing the 17th day of February 2015, by the Clinton City Planning Commission and recommended for approval through a motion passed by a majority of the members of the Commission based upon the following findings.

For Favorable Action (Adoption):

- General Plan, Compliance
- City Utilities, Compatible

January 29, 2015
NOTICE PUBLISHED

DAVE COOMBS
CHAIRMAN

SECTION 5. Severability. in the event that any provision of this Chapter is declared invalid for any reason, the remaining provisions shall remain in effect.

SECTION 6. 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 24th day of February, 2014.

January 29, 2015
NOTICE PUBLISHED

L. MITCH ADAMS
MAYOR

ATTEST:

DENNIS W. CLUFF
CITY RECORDER

Posted: _____

- Rezone Request

- PC February 17, 2015

- Requested

- Ordinance No. 15-02Z

- CC February 24, 2015

- A-1 to AE



CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: 8:00 p.m. PUBLIC HEARING – ORDINANCE NO. 15.03Z - Review and action upon a recommendation from the Planning Commission upon a request from KW Advisory Group, Colby Bond, representing the Martin Family Trust, for a rezone of the property located at approximately 3400 West on the north side of 1800 North, from Agricultural (A-1) to Agricultural Estates (AE) more accurately described above.	AGENDA ITEM: D
PETITIONER: Martin Family Trust, represented by KW Advisory Group , Colby Bond	MEETING DATE: February 27, 2015
RECOMMENDATION:	ROLL CALL VOTE: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
FISCAL IMPACT:	
BACKGROUND: <ul style="list-style-type: none"> ▪ The request was received and the application matches the intended land use per the General Plan and Master Land use Map. ▪ There is adequate infrastructure within the area for development. 	
ALTERNATIVE ACTIONS:	
ATTACHMENTS: Ordinance 15-03Z Map	
REFERENCED DOCUMENTS:	

ORDINANCE NO. 15-03Z

REZONE

AN ORDINANCE BASED UPON A REQUEST FROM JUNE A. AND THORA A. MARTIN FAMILY TRUST, OWNERS OF THE PROPERTY, REPRESENTED BY KW ADVISORY GROUP – COLBY BOND, TO AMEND THE ZONING MAP OF CLINTON CITY

WHEREAS, Clinton City has established a standard for land use and land use density through its zoning powers; and,

WHEREAS, The Clinton City Planning Commission has convened a public hearing and based upon established planning principles and public input forwarded a recommendation to the City Council

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

BY MOTION The Clinton City Council voted to (adopt) (reject) this petition for rezone.

SECTION 1. Petition

Petitioner has requested the property located at approximately 3400 West 1800 North, more accurately described below, shall be rezoned from Agricultural (A-1) to Agricultural Estates (AE) based upon the request from the stated property owner (based upon the finding stated).

SECTION 2. Legal Description

A parcel of land located in the Northeast Quarter of Section 29, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah.

Beginning 50 feet North of the Southwest Corner of the Northeast Quarter of Section 29, Township 5 North, Range 2 West, Salt Lake Meridian; Thence East 949.5 Feet; Thence North 610 Feet; Thence West 619.5 Feet; Thence South 45°32' West 464.2 Feet; Thence South 289.7 Feet to the point of Beginning.

14-030-0020

Parcel contains 12.542 acres

SECTION 3. Map

A map is attached to the ordinance by reference, however if a discrepancy exists between the map and legal description the legal description takes precedence.

SECTION 4. Planning Commission Action

Reviewed in a public hearing the 17th day of February 2015, by the Clinton City Planning Commission and recommended for approval through a motion passed by a majority of the members of the Commission based upon the following findings.

For Favorable Action (Adoption):

- General Plan, Compliance
- City Utilities, Compatible

January 29, 2015
NOTICE PUBLISHED

DAVE COOMBS
CHAIRMAN

SECTION 5. Severability. in the event that any provision of this Chapter is declared invalid for any reason, the remaining provisions shall remain in effect.

SECTION 6. 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 24th day of February, 2014.

January 29, 2015
NOTICE PUBLISHED

L. MITCH ADAMS
MAYOR

ATTEST:

DENNIS W. CLUFF
CITY RECORDER

Posted: _____

- Rezone Request
- Ordinance No. 15-03Z
- PC February 17, 2015
- CC February 24, 2015
- Requested
- A-1 to AE



CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance 15-03, Cemeteries - New Replacement Ordinance	AGENDA ITEM: E
PETITIONER: Dennis Cluff, Mike Child	MEETING DATE: February 24, 2015
RECOMMENDATION: That Council consider approving Ordinance 15-03, establishing a new Cemetery Ordinance	ROLL CALL VOTE: YES
FISCAL IMPACT:	
<p>BACKGROUND: After much input and review by City staff, the old Cemetery Title of the City Code has been revised. The changes include: improved definitions; clarification on interment processing, plot sizes and hours for interment; decorum guidelines on use of Cemetery grounds; specifications on use of markers; clarifications on fee payments, conveying rights to plots and reselling unused plots; procedures on use of grave side decorations; and, clarification on certain duties of key appointed and elected persons.</p>	
ATTACHMENTS: Red lined Ordinance 15-03	

ORDINANCE No. 15-03

AN ORDINANCE RESCINDING TITLE 6 OF THE CITY CODE AND
ESTABLISHING A NEW TITLE 6, CEMETERIES.

WHEREAS, Clinton City has been municipal owned Cemetery; and,

WHEREAS, At appropriate intervals revised procedures and policies to improve the service and maintenance at the Cemetery are needed; and,

WHEREAS, City staff has proposed changes that they feel will enhance the provision of services, record keeping and general oversight of cemetery activities and functions.

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

SECTION 1: Title 6 of the Clinton City Code, titled "Cemeteries", shall be rescinded.

SECTION 2: A new Title 6 entitled "Cemeteries", attachment "A", shall be enacted by reference.

SECTION 3: **Severability**

Provisions of this ordinance are severable. If any part of this ordinance is or shall be declared by a court of competent jurisdiction to be invalid, the remainder of this ordinance shall remain in place.

SECTION 4: **Effective Date**

This ordinance shall take effect upon its adoption by the City Council and posting according to law.

PASSED, ADOPTED AND ORDERED POSTED BY THE CITY COUNCIL OF THE CITY OF
CLINTON, UTAH, THIS 24th DAY OF FEBRUARY, 2015

CLINTON CITY
A MUNICIPAL CORPORATION

MAYOR L. MITCH ADAMS

ATTEST:

DENNIS W. CLUFF
CITY RECORDER

TITLE 6. CITY CEMETERIES

Chapter 1. In General

Chapter 2. Cemetery Superintendent

Chapter 3. Regulation of Cemetery and Burials

Chapter 4. Fees and Charges

Chapter 5. Sale of Burial Spaces

Chapter 6. Cemetery Maintenance and Decorations

Chapter 7. Perpetual Care

Chapter 8. Indigents

Chapter 1. In General

6-1-1 Definitions

6-1-2 The Name

6-1-3 Cemeteries Covered

6-1-1 Definitions. The following words or phrases shall have the following meanings unless the context otherwise clearly requires:

(1) The term “burial space owner” or “purchaser” and “grave owner or purchaser” shall mean the owner or purchaser of burial privileges or the collateral right of use of any burial space evidenced by a deed or burial right for a described burial space or by proved and recognized descent or devise from the original owner.

(2) “Burial Space” means a legal and authorized gravesite generally measuring four feet by eight feet, for which one Right of Burial may be sold.

(3) “Lot” means an area generally containing eight burial spaces.

(4) “Block” means an area generally containing 8 lots.

“Plat means an area containing multiple Blocks, namely Plat A, B, C and D.

(6) “Resident” means any person who is a legal resident of Clinton City defined as follows:

(a) Any person who had a permanent home within the corporate limits of Clinton City, Utah at the time of death, regardless of the actual place of death.

(b) Any person owning real property within the corporate limits of Clinton City, Utah at the time of death, regardless of the residence of such person.

(c) Any person who had a permanent home in the corporate limits of Clinton City, Utah immediately prior to moving from the City for the purpose of receiving medical or residential care.

(d) Any married person who owns burial rights in two adjacent spaces and buries his or her spouse in one of those spaces while both are residents, regardless of his or her residence at the time of death.

(7) "Infant" means a fetus or a child up to two (2) years of age.

6-1-2 The Name. The burial ground of current Cemetery shall be known and designated by the name of Clinton City Cemetery.

History: 9/84

6-1-3 Cemeteries Covered. All cemeteries owned and/or maintained by the City or which may hereafter be acquired by the City wherever situated are hereby declared subject to the provisions of this chapter.

History: 9/84

Chapter 2. Cemetery Superintendent

6-2-1 Office of Cemetery Superintendent

6-2-2 Duties of Cemetery Superintendent

6-2-1 Office of Cemetery Superintendent. There is hereby created the position of cemetery superintendent

History: 9/84

6-2-2 Duties of Cemetery Superintendent.

The cemetery superintendent shall have the general supervision and administration of the municipal cemetery including but not limited to:

(1)

Recommending to the **City Manager** such additional rules and regulations as may be necessary for the operation, maintenance, use and protection of the cemetery.

(2)

Subdividing the cemetery into **burial spaces**.

(3)

Maintaining a record of the location of the graves and preventing any **burial space** from being used beyond its capacity.

(4)

Keeping a duplicate plat of the cemetery and, at the request of any person wishing to purchase a burial space, indicating available burial spaces for sale.

(5)

Opening any graves in the cemetery upon application being made by the City Manager, Recorder or by any person having the right to make such application and being responsible for closing all graves.

(6)

Keeping the streets, alleys, walks and avenues in the cemetery in good order and unobstructed.

History: 9/84

Chapter 3. Regulation of Cemetery and Burials

- 6-3-1 Interments - Records of Interments – Information Filed with Local Registrar
- 6-3-2 Burials and Disinterment
- 6-3-3 **Infant Burials**
- 6-3-4 **Burial of Cremains**
- 6-3-5 **Orientation of Graves**
- 6-3-6 **Hours of Burials**
- 6-3-7 Vaults Required
- 6-3-8 Sale Subject to Rules
- 6-3-9 Care Reserved
- 6-3-10 Orders and Responsibilities for Errors
- 6-3-11 Traffic Rules
- 6-3-12 Children
- 6-3-13 Animals Prohibited
- 6-3-14 Decorum
- 6-3-15 Injury to Cemetery Property Prohibited
- 6-3-16 Landscaping by Private Persons
- 6-3-17 Placement of Markers
- 6-3-18 **Marker Size – Marker Material – Marker Interference with Excavation**
- 6-3-19 Additional Rules and Regulations

6-3-1 Interments-- Interment Order--Duties of Cemetery Superintendent--Records of Interments--Information Filed with Local Registrar.

(1) A licensed funeral director or family representative can arrange for a grave opening. An interment order for a burial must be filled out and fees paid, prior to the opening of a grave. The family representative or the funeral director should give the necessary information and the fees to the Cemetery Clerk.

(2) The Cemetery Clerk shall keep a record of all interments made in the premises, stating the name of the decedent, place of death, date of burial, and name and address of the funeral director or other person making the interment. This record shall be open to public inspection.

(3) Not later than the tenth (10th) day of each month the Cemetery Clerk shall send to the Davis County Health Department a list of all interments made in the Clinton City Cemetery during the preceding month. The list shall be on forms provided by the state registrar.

History: 9/84

6-3-2 Burials and Disinterment.

(1) It is a class C misdemeanor for any person to:

(a)

Disinter any body buried in any cemetery, except under the direction of the cemetery superintendent who shall, before disinterment, require a written permission from both the County Health Officer and the owner of the burial space or his or her heirs, which written authorization shall be filed and preserved in a record kept for such purposes.

(b)

Disinter or remove the body of a person who has died from a contagious disease within two (2) years after the date of burial, unless the body was buried in a hermetically sealed casket or vault and is found to be so encased at the time of disinterment.

(c)

It is a Class C misdemeanor to inter anything other than the remains of human bodies and their interment containers in a City Cemetery.

(d)

It is a class C misdemeanor to bury the body of any person within this City except in the City Cemetery or a private cemetery, unless by special permission of the governing body under such rules and regulations that it may prescribe.

History: 9/84, 05/99

6-3-4 Infant Burials.

The possibility exists for Infants to be buried (stacked) on top of an existing burial vault owned by the family. This is dependent upon the depth of the original burial. Limited to 2 per space. Half spaces (4'X4') limited to 2 infant burials may be purchased. A special section of the cemetery has been established for the burial of infants. Spaces in this section are 1/4th the size of the full size spaces. Headstones in the infant section must be confined to the individual space, a maximum size of 24" wide including the 4" mow strip.

6-3-5 Burial of Cremins.

Full spaces (8' X 4') limited to 4 Cremin burials may be purchased.
Half spaces (4' X 4') limited to 2 Cremin burials may be purchased.
Cremins may also be buried (stacked) on top of an existing burial vault owned by the family, limited to 2 per space.

6-3-6 Orientation of Graves.

By convention, burial spaces are laid in rows with the head of the grave at the West and the foot to the East. Individual full size grave spaces measure four feet wide by eight feet long. Traditional burial custom has the wife

placed to the left side of the husband, (determined by standing at the head of the grave) however placement is a matter of choice. The Superintendent will help in the decision as necessary.

6-3-7 Hours of Burials.

Burials are accepted Monday-Saturday from 8:00 a.m. to 4:00 p.m. Burial services extending past 3:00 p.m. on weekdays will be assessed an overtime fee. Saturday burials will also be assessed an overtime fee. No interments are allowed on Sundays, or the following holidays: New Years, Memorial Day (between 12:00 noon the Friday before Memorial Day and 12:00 noon the Tuesday after Memorial Day), Independence Day, Pioneer Day, Thanksgiving Day, and Christmas Day. All other minor Holidays will be charged the Special Rate as established by the Clinton City Council.

6-3-8 Vaults Required.

Vaults are required for all burials except cremains contained in urns. Vaults constructed out of materials other than concrete or steel must be approved by the Superintendent.

6-3-9 Sale Subject to Rules. Every burial space sold is subject to rules and regulations that have been or may be adopted. The rules and regulations shall be subject to such changes as are found necessary for the protection of burial space owners, the remains of the dead, and the preservation of the City Cemetery

6-3-10 Care Reserved. The City reserves the right to enter upon any grave and to perform all work necessary for the care and upkeep of all lots and graves in its cemeteries

History: 9/84

6-3-11 Traffic Rules.

(1) The provisions of the City traffic ordinances relative to the operation of vehicles and conduct of pedestrians shall be in effect in the cemetery, except as herein otherwise modified by this ordinance.

(2) It shall be unlawful for any person to ride or drive within the City Cemetery at a speed greater than ten (10) miles per hour.

History: 9/84

6-3-12 Children. Children under the age of 14 years shall not be allowed in cemeteries unless accompanied by their parents or other adults, except for the purposes of attending authorized funerals or, in the company of adults, placing flowers on the grave of a deceased relative or friend, or performing any other customary evidence of respect in accordance with their religious principles.

6-3-13 Animals Prohibited. Domestic animals are not permitted on Cemetery grounds, except for service animals to assist the disabled. Owners are responsible for cleaning up after their animal.

History: 9/84

6-3-14 Decorum. Cemetery grounds are sacredly devoted to the interment and repose of the dead. Strict observance of decorum due such a place shall be required of all persons. Neither alcoholic beverages nor smoking are permitted on Cemetery grounds.

6-3-15 Injury to Cemetery Property Prohibited. It shall be a Class C misdemeanor for any person to injure, deface, break, destroy or remove any headstone, tombstone, monument, tree, shrub or any other property in the Cemetery.

6-3-16 Landscaping by Private Persons. Except as provided by the rules and regulations of the City Council, it shall be unlawful for any person to erect or maintain any fence, corner post, coping or boundary of any kind, to plant any vegetation upon any burial space, street, alley or walk in the Cemetery or to grade the ground or land thereof. The Cemetery Superintendent shall, whenever required, furnish the true lines of any burial space according to an official survey, shall prevent and prohibit any markings of the same except by official landmarks, and shall prevent and prohibit any grading thereof that might destroy or interfere with the general slope of the land. All work in the Cemetery including, interments, placement of markers, plantings, landscaping, grounds keeping, construction, all maintenance, improvements and beautifying of the grounds will be done under the supervision of the Superintendent.

6-3-17 Placement of Markers—Ownership of Markers—Care and Maintenance of Markers

It shall be unlawful for any person to erect, place or cause to be placed any marker or monument on any burial space in the Cemetery in violation of this ordinance.

(1) Memorials will be placed in an orderly manner in pre-designated rows as directed by the Superintendent. Flat markers not protruding more than ½ inch above ground level with the lawn, are approved for any Plat of the Cemetery. Raised markers are only allowed in Plat "A" and "B" of the Cemetery. Patrons wishing to place more than one marker per space, must have permission from the Cemetery Superintendent. Family monuments must comply with this section. When cremains & or infants are placed on top of an existing occupied space, an additional marker will be allowed on the space but it must be a flat marker.

(2) Headstones are personal property. All monuments within the Cemetery are the property of the space owners, their heirs, or the responsible party that ordered and placed them. Repairing or replacing markers or memorial structures is the responsibility of the space owner except when the need for repair or replacement is directly caused by the City.

(3) The Cemetery is maintained by City crews, who exercise great care in keeping the grounds groomed. The City will not be responsible for inadvertent scratches and chips that occur from routine maintenance. Such happenings are a condition that will go with the privilege of placing markers in the Cemetery.

6-3-18 Markers Size—Marker Material--Marker Interference with Excavation

(1) All headstones or markers must have a concrete border (four inches) wide installed flush with the surface of the lawn. The combined length of the mow strip and grave marker shall not exceed (40") forty inches for a single space; or (80") eighty inches for a double space. Headstones in the infant section must be confined to the individual space, a maximum size of 24" wide including the 4" mow strip.

(2) Except for veteran's markers, all monuments/markers/headstones shall be made of granite or marble and shall be set in concrete or granite unless approved by the Cemetery Superintendent.

(3) Markers are subject to temperature extremes, snow, ice, sprinkler irrigation, water, and occasional nicks and chips from mowing equipment. It is recommended that raised markers have a rough nosed base or edge rather than a polished smooth surface.

(4) The owner or responsible party is responsible for the removal and replacement of a marker that must be moved for the excavation of a grave, or for the expense of such services to be undertaken. If the owner or responsible party wishes, the City can also arrange for this service with a local monument dealer, pre-payment is required.

6-3-19 Additional Rules and Regulations.

(1)

The City Council may promulgate by resolution such additional rules and regulations concerning the care, use, operation and maintenance of the Cemetery as it shall deem necessary.

(2)

The City Manager may, from time to time as the governing body deems necessary, direct and publish a booklet of rules and regulations for the convenience of the purchasers of burial space in the City Cemetery. Such rules and regulations shall constitute a part of the

terms and conditions under which owners and users may utilize the Cemetery and shall form a supplement to this ordinance after they have been adopted as official by resolution of the governing body.

(3)

Any changes in the rules and regulations shall be adopted by the governing body before such changes shall be official.

History: 9/84

Chapter 4. Fees and Charges

- 6-4-1 Collection of Fees
- 6-4-2 Fee to be paid for Opening Grave
- 6-4-3 **Fee to be paid for Perpetual Care**
- 6-4-4 **Fee to be paid for Disinterment**
- 6-4-5 Purchaser Price and Fees

6-4-1 Collection of Fees. The **Cemetery Clerk** and such other persons as the **City Manager** may designate, are hereby authorized and required to collect in advance fees for the opening and closing of graves, perpetual care of graves, disinterment of bodies and other services. **The fees shall be such amounts as are determined by the governing body from time to time by resolution.**

History: 9/84

6-4-2 Fee to be paid for Opening Grave.

(1)

No grave shall be opened in the City Cemetery until payment of the fee for the labor and expense **for the** opening the grave shall be paid.

(2)

The presentation of a receipt of pre-payment to the Cemetery Clerk shall be authority to open a grave for the burial of a deceased person.

(3)

An after hours fee will be assessed for burials after 3:00 p.m. Monday thru Friday. Saturday burials will also be assessed an overtime fee.

6-4-3 Fee to be paid for Perpetual Care.

(1) **No grave shall be opened in the City Cemetery until the perpetual care fee for the space where the grave is to be opened shall have been paid.**

(2) **Care Included** The essential perpetual care that the City agrees to give shall consist of care of the Cemetery generally, and shall include, mowing of all burial spaces at reasonable intervals, re-sodding, seeding and filling in sunken graves, sodding the surface

of the graves to level, removing dead flowers and trimming trees and shrubbery when necessary, raking and cleaning the graves and straightening of tilting stones or markers.

6-4-4 Fee to be paid for Disinterment.

(1) No grave shall be re-opened or disinterred in the City Cemetery until payment of the fee for the labor and expense for the opening of the grave and restoring the grounds shall have been paid.

6-4-5 Purchaser Price and Fees. The City Council shall from time to time by resolution fix the size of **burial space**, the price at which burial rights shall be sold and the fees which shall be charged for the various cemetery services to be provided.

Chapter 5. Sale of Burial Spaces

- 6-5-1 Sale
- 6-5-2 **Conveyed Rights**
- 6-5-3 Restrictions of Resale
- 6-5-4 Reversion of Unused Lots

6-5-1 Sale.

(1) The Cemetery Clerk, and such other person as the **City Manager** may designate, **is** hereby authorized to sell the use of **burial spaces** in the City Cemetery for burial purposes only, and, to collect all sums arising from the sale. **Only permissive burial rights are sold. The City retains title to the Cemetery property.** The **Cemetery Clerk** shall keep a complete record of all sales, which record shall describe the location of the **burial space** purchased and the price paid therefore. The **Cemetery Clerk** shall deliver to each purchaser a certificate of burial rights for each **burial space** purchased, which certificate shall, among other things, describe the location of the **burial space**, the purchase price, and the type of maintenance services which are to be provided, e.g., perpetual care.

(2) A certificate and rights to burial shall be exempt from execution, taxation or assessment for care and maintenance from and after full payment of the purchase price **and fees**. Payments made pursuant to this section shall not be construed to be in payment for cemetery services other than perpetual care or prepaid maintenance.

(3) The Cemetery master file is the correct record. Any discrepancy between the master file and the certificate of burial will be considered a clerical error. The Superintendent reserves the right to recall, correct and reissue the correct certificates.

6-5-2 Conveyed Rights

Upon the death of a burial space owner, the burial space passes to those named in his or her will or to his or her heirs perpetually as designated by law. Clinton City shall in no way be held responsible for failure to properly determine the legal successorship of any burial space. The heirs are entitled to the same use of the burial space as the original owners and are bound by the same rules and regulations. No person, except the owner of the burial rights on a space will be buried on that space, unless a form provided by the Cemetery Clerk has been signed by the owner or legal heirs to those rights giving permission for the use of the space. The permission slip must be turned in before the grave opening and will be kept as a permanent record.

History: 9/84

6-5-3 Restrictions of Resale.

(1) All burial spaces sold by the City shall not be further sold, transferred, conveyed or assigned to any person other than living heirs or back to the City of Clinton. The City may also buy back unused cemetery plots upon request from the owner, or by all living heirs, at the buyback price established by resolution of the City Council.

(2) Whenever a certificate to burial rights or burial spaces is assigned to any living heirs, reverts to the City, as provided for in this section, or becomes vested in the City for any reason, before new certificates are issued, the original certificate shall be cancelled and the record shall be so changed by the Cemetery Clerk.

(3) The certificates shall be issued and signed by the City Recorder. All burial spaces as provided in this section, together with all improvements, shall be exempt from execution and from taxation and assessment for care and maintenance charges from and after said payment.

History: 9/84, 9/05

6-5-4 Reversion of Unused Lots.

Cemetery burial spaces purchased after the adoption of these rules will revert to the City if such have not been used within sixty (60) years of issuance of the Burial Rights Certificate. No such reversion shall occur, however, until the City has sent written notice to the Owner's last known address as set forth in the City records. Such notice will be sent at least sixty days prior to the date of reversion. If the owner of the burial space notifies the City Recorder in writing within sixty days from the City's mailing of the aforementioned notice, that he or she still intends to use the burial rights certificate, the reversion of such burial space will be extended for another sixty (60) year period. If the City does not receive this written notification, the burial space shall revert back to the City. All Burial Rights Certificates for burial spaces are issued subject to this right of reversion and the City's reservation of a

perpetual right of ingress and egress over burial spaces for the purpose of operation and maintenance.

History: 9/84

Chapter 6 -- Cemetery Maintenance and Decorations

6-6-1 Mowing Schedule

6-6-2 Decorations

6-6-3 General Instructions for Flowers and other Decorations

6-6-4 Memorial Day

6-6-5 Spring General Cleanup

6-6-6 Winter General Cleanup

6-6-1 Mowing Schedule

The mowing schedule will begin on the first business day of April and run until October 31st. City maintenance crews will normally mow and trim the Cemetery each Thursday during the summer schedule, weather permitting.

6-6-2 Decorations

Properly displayed flowers and other decorations add to the beauty and character of the Cemetery. Flowers and other decorations should be dignified and tasteful. Decorating must be done in a way that does not create a safety hazard, impede proper maintenance, infringe on other graves, diminish the character of the Cemetery or offend others. Decorations that are in violation will be removed without notice. The Cemetery Superintendent cannot contact individual families if decorations are not in keeping with cemetery regulations.

(1) Responsibility for Decorations

Clinton City and the Cemetery staff will not be responsible for flowers or other personal property left in the Cemetery.

6-6-3 General Instructions for Flowers and Other Decorations

Flowers and other decorations must be confined to the headstone and its cement apron so that they do not interfere with mowing and trimming operations. All decorations that are properly placed upon the headstone or its surrounding concrete apron will remain, or in the case of flat headstones (ground level) will be removed and replaced after the mower has passed over. Wilted flowers or other unsightly decorations will be removed and disposed of. Different rules apply for Memorial Day and New Burials.

(1) Fresh Cut Flowers

Fresh cut flowers are permitted when placed in sunken vases, or in movable containers or loosely without containers as long as they are confined to the headstone or its cement apron. City mowing crews will dispose of fresh cut flowers as they become wilted or if they are blown off of the marker and interfere with mowing.

(2) Artificial Flowers

Artificial flowers placed on any marker or its apron will remain until they become faded and unsightly at which time City mowing crews will dispose of them.

(3) Other Decorations

Holiday decorations, shepherd hooks, solar lights, pinwheels and other ornaments are permitted as long as they are located on the headstone or its surrounding cement apron. Wire anchors and glass jars can damage mowing and trimming equipment and are not allowed; mowing crews will remove and dispose of them.

(4) Flowers and Decorations Following a New Burial

Special mementos should be removed at the conclusion of services by the family. Flowers will be removed from new graves after they have become unsightly, normally after (7) seven days.

6-6-4 Memorial Day

Memorial Day is observed on the last Monday of May. On the Thursday prior to Memorial Day City crews perform a thorough clean-up preparing the Cemetery for this important day. After the cleanup, decorations may be placed anywhere on the burial space including the grass or headstone where they may remain until the 2nd Thursday following Memorial Day at which time another general clean-up will take place during which all remaining natural flowers will be disposed of and all decorations will be removed and stored at the Clinton City Public Works Building for 2 weeks where they may be claimed by the owners. Patrons should remove flowers and decorations they wish to keep prior to this general clean-up.

6-6-5 Spring General Clean-Up

Since mowing is not necessary during the winter months, flowers and decorations are allowed to remain or be removed by the patrons. On the first Thursday in April mowing crews perform a Spring clean-up where all flowers and decorations are removed and disposed of with the exception of shepherd hooks and vases that are attached to the monument.

6-6-6 Winter General Clean-Up

The winter clean-up schedule starts on November 1st and is in effect until the first Thursday in April. On the first Thursday of each month during this period and as weather permits, crews will remove unsightly decorations.

Chapter 7. Perpetual Care Fund

- 6-7-1 Perpetual Care Fund Created.
- 6-7-2 Duties of Treasurer and City Manager.
- 6-7-3 Duty of Governing Body.
- 6-7-4 Income.

6-7-1 Perpetual Care Fund Created.

(1)

There hereby is established a perpetual care fund according to the laws of the State of Utah and this chapter. All funds received from the sale of perpetual care services shall be placed in a special perpetual care fund, invested in compliance with the laws of the State of Utah and used for the purposes herein provided.

(2)

The income from the perpetual care fund shall be used to pay the upkeep and development of the cemetery. The City may borrow from the fund from time to time, but any funds borrowed shall be repaid to the fund with interest thereon at the **rate set by the City Council by resolution.**

(3) If the City borrows from the fund, it shall pay into a fund for the operation of the cemeteries the interest accrued upon money annually. Should it be found that the interest returned upon the perpetual care funds shall be more than is required to pay for the operation and upkeep of the City Cemetery, then the surplus shall be added to the principal amount of the perpetual care fund herein created, and shall be so handled until changed by resolution to provide for the use of such accumulated interest.

History: 9/84

6-7-2 Duties of Treasurer and City Manager. It shall be the duty of the Treasurer **and the City Manager to monitor the records of the Perpetual Care Fund account to see that the principal portion thereof is properly invested in accordance with the directions of the City Council and the laws of the State of Utah. The Treasurer, with the advice and consent of the City Manager, shall ensure the investments are legally maintained and as productive as possible.**

History: 9/84, 3/10

6-7-3 Duty of the Governing Body. It shall be the duty of the City Council **to provide by resolution, from time to time as needed, directions to the City Manager and Treasurer on handling the Perpetual Care funds and provide investment authorization as needed. As part of the annual City budget, the City Council shall decide how much of the Perpetual Care fund interest shall be utilized in that fiscal year's operation and maintenance of the City Cemetery.**

History: 9/84, 3/10

6-7-4 Income. All income from investments of the Perpetual Care fund, except those funds allocated for the current fiscal year, shall be re-invested immediately for maximum Perpetual Care fund productivity.

History: 9/84, 3/10

Chapter 8. Indigents

6-8-1 Burial of Indigents

6-8-1 Burial of Indigents.

(1) The **City Council** may by resolution designate a portion of the City Cemetery to the burial of indigents. Whenever it is made to appear to the mayor by proof submitted to him by the recorder that any person who has died does not have an estate sufficient to pay the purchase price of a **burial space** in the cemetery, and that the nearest relative or representative of such deceased person desires to have the body of such deceased interred in the cemetery, the mayor may grant burial space for such deceased person at the request made to him by the recorder.

(2) The Mayor shall communicate his decision to both the Recorder and the Cemetery Superintendent. The Mayor shall give report of his decision, whether affirmative or negative, to the **City Council** at its next regular meeting. All strangers without funds or other persons who may die in the City may be granted the privilege granted herein.

History: 9/84

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: 2014 Streets Project	AGENDA ITEM: F
PETITIONER: Community Development	MEETING DATE: February 24, 2014
RECOMMENDATION: Award the 2014 Street Project to Staker Parson Companies, the lowest bidder.	ROLL CALL VOTE: YES X NO
FISCAL IMPACT:	
BACKGROUND: <ul style="list-style-type: none">▪ This project was delayed pending resolution of issues with the low bidder. All issues have been resolved.▪ This project will resurface portions of<ul style="list-style-type: none">▪ 2650 West, 1600 N to 1800 N▪ 1235 West, 880 N to 980 N▪ 1950 North, 1000 W to 1200 W Funding was carried over from the 2014 Budget. Low bid is \$128,004.00; Engineer's Estimate was \$123,761.75	
ALTERNATIVE ACTIONS:	
ATTACHMENTS: Bid Tabulation Sheet.	
REFERENCED DOCUMENTS:	

Clinton City Corporation
2014 Streets Project
7/17/2014

Item	Description	Unit	Quantity	Engineer's Opinion of Probable Cost		Staker/Parson Companies		Advanced Paving and Construction		Post Asphalt		Granite Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$3,000.00	\$3,000.00	\$3,020.80	\$3,020.80	\$3,725.00	\$3,725.00	\$2,000.00	\$2,000.00	\$7,108.00	\$7,108.00
2	Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$2,081.00	\$2,081.00	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00	\$7,000.00	\$7,000.00
3	Remove Existing Asphalt, Saw Cut Asphalt, Haul Off Excess, Compact and Grade Existing Base Course for 3" of New Asphalt	SY	7603	\$2.25	\$17,106.75	\$2.40	\$18,247.20	\$3.00	\$22,809.00	\$2.70	\$20,528.10	\$2.00	\$15,206.00
4	Imported Base Course (Where Authorized)	TON	200	\$20.00	\$4,000.00	\$18.00	\$3,600.00	\$17.00	\$3,400.00	\$21.00	\$4,200.00	\$19.00	\$3,800.00
5	Asphalt Surface Course (3" Thick)	SY	7603	\$10.00	\$76,030.00	\$10.00	\$76,030.00	\$10.00	\$76,030.00	\$12.25	\$93,136.75	\$11.00	\$83,633.00
6	Lower Existing Manhole and Raise to Grade with A Concrete Collar	EA	6	\$600.00	\$3,600.00	\$710.00	\$4,260.00	\$760.00	\$4,560.00	\$725.00	\$4,350.00	\$650.00	\$3,900.00
7	Lower Existing Valve and Raise to Grade with A Concrete Collar	EA	14	\$550.00	\$7,700.00	\$460.00	\$6,720.00	\$550.00	\$7,700.00	\$550.00	\$7,700.00	\$530.00	\$7,420.00
8	Remove and Replace Curb Ramp	EA	4	\$1,200.00	\$4,800.00	\$2,200.00	\$8,800.00	\$1,320.00	\$5,280.00	\$700.00	\$2,800.00	\$2,500.00	\$10,000.00
9	Remove and Replace Curb and Gutter	LF	95	\$25.00	\$2,375.00	\$35.00	\$3,325.00	\$50.00	\$4,750.00	\$30.00	\$2,850.00	\$40.00	\$3,800.00
10	Remove and Replace Drive Approach	LF	30	\$45.00	\$1,350.00	\$40.00	\$1,200.00	\$95.00	\$2,850.00	\$90.00	\$2,700.00	\$47.00	\$1,410.00
11	Soft Spot Removal	CY	20	\$40.00	\$800.00	\$36.00	\$720.00	\$55.00	\$1,100.00	\$30.00	\$600.00	\$25.00	\$500.00
				Total =	\$123,761.75	Total =	\$128,004.00	Total =	\$134,604.00	Total =	\$142,364.85	Total =	\$143,777.00

CLINTON CITY CORPORATION
3000 West Roadway Project
BID TAB
Date: 2/18/2015

BASE BID

Item No.	Description	Bid Unit	Estimated Quantity	Skyview Excavation		Staker Parsons		RJT Excavating	
				Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2	Bid Unit Price 3	Bid Total Price 3
1	Mobilization	Lump Sum	1	\$ 68,000.00	\$ 68,000.00	\$ 71,000.00	\$ 71,000.00	\$ 75,000.00	\$ 75,000.00
2	Traffic Control	Lump Sum	1	\$ 55,000.00	\$ 55,000.00	\$ 71,000.02	\$ 71,000.02	\$ 65,000.00	\$ 65,000.00
3	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	\$ 12,000.00	\$ 12,000.00	\$ 13,000.00	\$ 13,000.00	\$ 36,000.00	\$ 36,000.00
4	Site Clearing	Lump Sum	1	\$ 10,000.00	\$ 10,000.00	\$ 6,400.00	\$ 6,400.00	\$ 8,000.00	\$ 8,000.00
5	Pothole Utility	Each	20	\$ 450.00	\$ 9,000.00	\$ 315.00	\$ 6,300.00	\$ 300.00	\$ 6,000.00
6	Remove Curb and Gutter	Lineal Feet	1,533	\$ 2.25	\$ 3,449.25	\$ 4.50	\$ 6,898.50	\$ 3.68	\$ 5,641.44
7	Remove Concrete Sidewalk	Square Feet	3,158	\$ 0.65	\$ 2,052.70	\$ 0.65	\$ 2,052.70	\$ 0.68	\$ 2,147.44
8	Remove Concrete Driveway	Square Feet	926	\$ 0.65	\$ 601.90	\$ 1.70	\$ 1,574.20	\$ 0.79	\$ 731.54
9	Remove Pipe Culvert	Lineal Feet	552	\$ 10.00	\$ 5,520.00	\$ 5.25	\$ 2,898.00	\$ 5.00	\$ 2,760.00
10	Remove Catch Basin	Each	1	\$ 450.00	\$ 450.00	\$ 630.00	\$ 630.00	\$ 600.00	\$ 600.00
11	Remove Tree	Each	55	\$ 325.00	\$ 17,875.00	\$ 200.00	\$ 11,000.00	\$ 551.25	\$ 30,318.75
12	Remove Fence	Lineal Feet	3,406	\$ 1.00	\$ 3,406.00	\$ 1.05	\$ 3,576.30	\$ 0.53	\$ 1,805.18
13	Remove Sign	Each	9	\$ 100.00	\$ 900.00	\$ 52.00	\$ 468.00	\$ 52.50	\$ 472.50
14	Remove Light Pole	Each	4	\$ 600.00	\$ 2,400.00	\$ 930.00	\$ 3,720.00	\$ 591.00	\$ 2,364.00
15	Remove Fire Hydrant	Each	1	\$ 500.00	\$ 500.00	\$ 1,260.00	\$ 1,260.00	\$ 1,200.00	\$ 1,200.00
16	Adjust Manhole Lid	Each	51	\$ 600.00	\$ 30,600.00	\$ 340.00	\$ 17,340.00	\$ 580.00	\$ 29,580.00
17	Adjust Valve Box	Each	68	\$ 400.00	\$ 27,200.00	\$ 225.00	\$ 15,300.00	\$ 345.00	\$ 23,460.00
18	Adjust Water Meter Box	Each	6	\$ 650.00	\$ 3,900.00	\$ 470.00	\$ 2,820.00	\$ 450.00	\$ 2,700.00
19	Adjust Fire Hydrant To Grade	Each	4	\$ 1,100.00	\$ 4,400.00	\$ 1,300.00	\$ 5,200.00	\$ 1,250.00	\$ 5,000.00
20	Adjust Street Monument Box	Each	7	\$ 600.00	\$ 4,200.00	\$ 225.00	\$ 1,575.00	\$ 345.00	\$ 2,415.00
21	Relocate Fire Hydrant	Each	4	\$ 2,350.00	\$ 9,400.00	\$ 3,700.00	\$ 14,800.00	\$ 3,600.00	\$ 14,400.00
22	Relocate Mail Box	Each	20	\$ 100.00	\$ 2,000.00	\$ 170.00	\$ 3,400.00	\$ 278.25	\$ 5,565.00
23	3/4" Cullinary Water Service	Each	5	\$ 1,600.00	\$ 8,000.00	\$ 1,100.00	\$ 5,500.00	\$ 1,128.75	\$ 5,643.75
24	Relocate Secondary Water Service	Each	7	\$ 1,800.00	\$ 12,600.00	\$ 1,100.00	\$ 7,700.00	\$ 1,025.75	\$ 7,180.25
25	3/4" Secondary Water Service	Each	1	\$ 1,800.00	\$ 1,800.00	\$ 1,100.00	\$ 1,100.00	\$ 1,102.50	\$ 1,102.50
26	Reconstruct Cleanout Box	Each	7	\$ 1,000.00	\$ 7,000.00	\$ 600.00	\$ 4,200.00	\$ 2,600.00	\$ 18,200.00
27	Reconstruct Manhole Lid with Rectangular Bicycle Safe Grate and Frame	Each	1	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 4,000.00	\$ 4,000.00
28	Roadway Excavation (Plan Quantity)	Cubic Yard	26,100	\$ 7.00	\$ 182,700.00	\$ 12.35	\$ 322,335.00	\$ 7.25	\$ 189,225.00
29	Borrow	Ton	19,640	\$ 10.00	\$ 196,400.00	\$ 9.90	\$ 194,436.00	\$ 14.35	\$ 281,834.00
30	Granular Borrow (Plan Quantity)	Cubic Yard	8,648	\$ 13.00	\$ 112,424.00	\$ 12.70	\$ 109,829.60	\$ 25.76	\$ 222,772.48
31	Untreated Base Course (Plan Quantity)	Cubic Yard	10,860	\$ 15.00	\$ 162,900.00	\$ 27.00	\$ 293,220.00	\$ 29.52	\$ 320,587.20
32	HMA (PG 58-28)	Ton	8,437	\$ 56.30	\$ 475,003.10	\$ 58.00	\$ 489,346.00	\$ 65.63	\$ 553,720.31
33	Bonded Wearing Course, 1 Inch Thick	Square Yard	37,650	\$ 6.50	\$ 244,725.00	\$ 5.25	\$ 197,662.50	\$ 7.10	\$ 267,315.00
34	Slurry Seal, Type SS-II	Square Yard	420	\$ 9.50	\$ 3,990.00	\$ 8.00	\$ 3,360.00	\$ 9.00	\$ 3,780.00
35	Portland Cement Concrete Pavement, 9 Inch Thick	Square Yard	175	\$ 70.00	\$ 12,250.00	\$ 70.00	\$ 12,250.00	\$ 81.00	\$ 14,175.00
36	Portland Cement Concrete Pavement, 9 Inch Thick W/ Color	Square Yard	1,214	\$ 83.00	\$ 100,762.00	\$ 79.00	\$ 95,906.00	\$ 87.50	\$ 106,225.00
37	Type A Curb and Gutter	Lineal Feet	8,934	\$ 11.00	\$ 98,274.00	\$ 12.65	\$ 113,015.10	\$ 13.20	\$ 117,928.80
38	Type Q Curb	Lineal Feet	707	\$ 16.50	\$ 11,665.50	\$ 22.75	\$ 16,084.25	\$ 17.20	\$ 12,160.40
39	24" Mountable Curb	Lineal Feet	252	\$ 20.00	\$ 5,040.00	\$ 25.00	\$ 6,300.00	\$ 17.95	\$ 4,523.40
40	12" Barrier Curb	Lineal Feet	184	\$ 17.00	\$ 3,128.00	\$ 22.40	\$ 4,121.60	\$ 22.20	\$ 4,084.80
41	Concrete Sidewalk	Square Feet	29,240	\$ 3.20	\$ 93,568.00	\$ 3.50	\$ 102,340.00	\$ 2.70	\$ 78,948.00
42	Pedestrian Curb Ramp	Each	31	\$ 900.00	\$ 27,900.00	\$ 674.70	\$ 20,915.70	\$ 720.00	\$ 22,320.00
43	12 ft Wide Pedestrian Ramp	Each	2	\$ 2,200.00	\$ 4,400.00	\$ 1,230.00	\$ 2,460.00	\$ 1,400.00	\$ 2,800.00
44	Island Pedestrian Crossing	Each	4	\$ 5,500.00	\$ 22,000.00	\$ 4,237.00	\$ 16,948.00	\$ 2,415.00	\$ 9,660.00
45	4 Inch Thick Stamped Concrete	Square Feet	2,530	\$ 5.50	\$ 13,915.00	\$ 5.30	\$ 13,409.00	\$ 6.10	\$ 15,433.00
46	9 Inch Thick Stamped Concrete	Square Feet	2,200	\$ 9.60	\$ 21,120.00	\$ 9.05	\$ 19,910.00	\$ 7.50	\$ 16,500.00

BASE BID				Skyview Excavation		Staker Parsons		RJT Excavating	
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2	Bid Unit Price 3	Bid Total Price 3
47	6" Thick Flared Driveway Approach	Square Feet	5,528	\$ 4.00	\$ 22,112.00	\$ 4.80	\$ 26,534.40	\$ 4.00	\$ 22,112.00
48	Concrete Flatwork, 6" Thick	Square Feet	1,454	\$ 4.50	\$ 6,543.00	\$ 4.85	\$ 7,051.90	\$ 4.00	\$ 5,816.00
49	Approach Island Plowable End Section	Each	4	\$ 500.00	\$ 2,000.00	\$ 361.30	\$ 1,445.20	\$ 710.00	\$ 2,840.00
50	5 Ft Wire Fence	Lineal Feet	2,965	\$ 3.25	\$ 9,636.25	\$ 3.10	\$ 9,191.50	\$ 6.25	\$ 18,531.25
51	6 Ft Chain Link Fence	Lineal Feet	973	\$ 19.00	\$ 18,487.00	\$ 18.70	\$ 18,195.10	\$ 13.25	\$ 12,892.25
52	Relocate Gate	Each	8	\$ 140.00	\$ 1,120.00	\$ 125.00	\$ 1,000.00	\$ 200.00	\$ 1,600.00
53	10 Ft Wide Painted Steel Farm Gate	Each	4	\$ 325.00	\$ 1,300.00	\$ 310.00	\$ 1,240.00	\$ 465.00	\$ 1,860.00
54	8" C-900 DR14 Water Line	Lineal Feet	144	\$ 46.00	\$ 6,624.00	\$ 37.00	\$ 5,328.00	\$ 35.50	\$ 5,112.00
55	10" x 8" Tee	Each	8	\$ 1,850.00	\$ 14,800.00	\$ 2,800.00	\$ 22,400.00	\$ 2,675.00	\$ 21,400.00
56	12"x8" Tee	Each	3	\$ 1,800.00	\$ 5,400.00	\$ 2,800.00	\$ 8,400.00	\$ 2,750.00	\$ 8,250.00
57	8" Gate Valve	Each	6	\$ 1,500.00	\$ 9,000.00	\$ 1,510.00	\$ 9,060.00	\$ 1,500.00	\$ 9,000.00
58	8" Cap	Each	8	\$ 500.00	\$ 4,000.00	\$ 205.00	\$ 1,640.00	\$ 200.00	\$ 1,600.00
59	4 FT Sewer Manhole	Each	1	\$ 3,200.00	\$ 3,200.00	\$ 2,700.00	\$ 2,700.00	\$ 2,600.00	\$ 2,600.00
60	8" PVC Sewer Main	Lineal Feet	54	\$ 122.00	\$ 6,588.00	\$ 39.00	\$ 2,106.00	\$ 37.50	\$ 2,025.00
61	4" Sewer Service	Each	1	\$ 3,550.00	\$ 3,550.00	\$ 1,200.00	\$ 1,200.00	\$ 1,150.00	\$ 1,150.00
62	12 Inch RCP Storm Drain	Lineal Feet	200	\$ 40.00	\$ 8,000.00	\$ 31.00	\$ 6,200.00	\$ 30.00	\$ 6,000.00
63	15 Inch RCP Storm Drain	Lineal Feet	633	\$ 42.00	\$ 26,586.00	\$ 33.00	\$ 20,889.00	\$ 32.00	\$ 20,256.00
64	18 Inch RCP Storm Drain	Lineal Feet	1,624	\$ 44.00	\$ 71,456.00	\$ 36.00	\$ 58,464.00	\$ 35.00	\$ 56,840.00
65	24 Inch RCP Storm Drain	Lineal Feet	125	\$ 50.00	\$ 6,250.00	\$ 44.00	\$ 5,500.00	\$ 42.00	\$ 5,250.00
66	36 Inch RCP Storm Drain	Lineal Feet	95	\$ 90.00	\$ 8,550.00	\$ 70.00	\$ 6,650.00	\$ 67.00	\$ 6,365.00
67	Catch Basin, 4 Ft x 2 Ft	Each	5	\$ 2,000.00	\$ 10,000.00	\$ 1,900.00	\$ 9,500.00	\$ 1,850.00	\$ 9,250.00
68	Catch Basin, 4 Ft x 3 Ft	Each	11	\$ 2,200.00	\$ 24,200.00	\$ 2,000.00	\$ 22,000.00	\$ 1,950.00	\$ 21,450.00
69	Catch Basin, 4 Ft x 4 Ft	Each	4	\$ 2,650.00	\$ 10,600.00	\$ 2,525.00	\$ 10,100.00	\$ 2,500.00	\$ 10,000.00
70	Catch Basin, 4 Ft x 6 Ft	Each	2	\$ 2,750.00	\$ 5,500.00	\$ 2,750.00	\$ 5,500.00	\$ 2,700.00	\$ 5,400.00
71	Double Grate Catch Basin	Each	1	\$ 3,000.00	\$ 3,000.00	\$ 3,050.00	\$ 3,050.00	\$ 3,000.00	\$ 3,000.00
72	Drainage Box 2 ft x 2 ft	Each	2	\$ 1,200.00	\$ 2,400.00	\$ 1,025.00	\$ 2,050.00	\$ 1,000.00	\$ 2,000.00
73	12" Flared End Section with Grate	Each	2	\$ 788.00	\$ 1,576.00	\$ 750.00	\$ 1,500.00	\$ 725.00	\$ 1,450.00
74	15" Flared End Section with Grate	Each	5	\$ 800.00	\$ 4,000.00	\$ 750.00	\$ 3,750.00	\$ 725.00	\$ 3,625.00
75	Connect Existing 1" Land Drain to Inlet	Lump Sum	1	\$ 1,800.00	\$ 1,800.00	\$ 310.00	\$ 310.00	\$ 300.00	\$ 300.00
76	Traffic Sign	Each	37	\$ 375.00	\$ 13,875.00	\$ 300.00	\$ 11,100.00	\$ 305.00	\$ 11,285.00
77	Pavement Markings - 4" Paint	Lineal Feet	29,806	\$ 0.16	\$ 4,768.96	\$ 0.14	\$ 4,172.84	\$ 0.11	\$ 3,278.66
78	Pavement Markings - 8" Paint	Lineal Feet	362	\$ 0.30	\$ 108.60	\$ 0.28	\$ 101.36	\$ 0.19	\$ 68.78
79	Pavement Markings - 12" (Preformed Thermoplastic)	Lineal Feet	550	\$ 9.00	\$ 4,950.00	\$ 8.80	\$ 4,840.00	\$ 7.60	\$ 4,180.00
80	Pavement Message (Preformed Thermoplastic)	Each	34	\$ 155.00	\$ 5,270.00	\$ 148.00	\$ 5,032.00	\$ 150.00	\$ 5,100.00
81	Street Light	Each	35	\$ 3,400.00	\$ 119,000.00	\$ 3,400.00	\$ 119,000.00	\$ 3,465.00	\$ 121,275.00
82	Highway Lighting System	Lump Sum	1	\$ 115,000.00	\$ 115,000.00	\$ 72,500.00	\$ 72,500.00	\$ 74,041.00	\$ 74,041.00
83	Grass Sod	Square Feet	17,977	\$ 0.64	\$ 11,505.28	\$ 0.46	\$ 8,269.42	\$ 0.84	\$ 15,100.68
84	Topsoil	Square Feet	76,933	\$ 0.65	\$ 50,006.45	\$ 0.57	\$ 43,851.81	\$ 0.58	\$ 44,621.14
85	Broadcast Seed	1000 Sq Feet	60	\$ 95.00	\$ 5,700.00	\$ 99.00	\$ 5,940.00	\$ 65.00	\$ 3,900.00
86	Landscape Rock - 6" Thick with Fabric	Square Feet	799	\$ 1.75	\$ 1,398.25	\$ 1.40	\$ 1,118.60	\$ 1.50	\$ 1,198.50
87	Restore Sprinkler System	Parcel	14	\$ 400.00	\$ 5,600.00	\$ 390.00	\$ 5,460.00	\$ 1,575.00	\$ 22,050.00
88	New Sprinkler System For Park Strip	Parcel	13	\$ 600.00	\$ 7,800.00	\$ 525.00	\$ 6,825.00	\$ 1,575.00	\$ 20,475.00
89	2" Sch 40 PVC Conduit	Lineal Feet	84	\$ 4.00	\$ 336.00	\$ 2.10	\$ 176.40	\$ 12.60	\$ 1,058.40
Total of Base Bid Price					\$ 2,729,466.24		\$ 2,862,904.00		\$ 3,183,511.40

ALTERNATE ASPHALT SECTION #2 BID				Skyview Excavating		Staker Parsons		RJT Excavating	
Item No.	Description	Bid Unit	Estimated Quantity	Bid Unit Price 1	Bid Total Price 1	Bid Unit Price 2	Bid Total Price 2	Bid Unit Price 3	Bid Total Price 3
90	HMA (PG 58-28)	Ton	10,585	\$ 57.10	\$ 604,403.50	\$ 58.55	\$ 619,751.75	\$ 65.63	\$ 694,693.55
91	Chip and Seal, Grade C	Square Yard	38,142	\$ 2.25	\$ 85,819.50	\$ 2.20	\$ 83,912.40	\$ 2.35	\$ 89,633.70
Total of Alternate Asphalt Section #2 Bid Price					\$ 690,223.00		\$ 703,664.15		\$ 784,327.25

CLINTON CITY CORPORATION
3000 West Roadway Project
BID TAB

Date: 2/18/2015

BASE BID

Item No.	Description	Bid Unit	Estimated Quantity	Granite Construction		Whitaker Construction		Bowen Construction	
				Bid Unit Price 4	Bid Total Price 4	Bid Unit Price 5	Bid Total Price 5	Bid Unit Price 6	Bid Total Price 6
1	Mobilization	Lump Sum	1	\$ 149,600.70	\$ 149,600.70	\$ 164,805.46	\$ 164,805.46	\$ 170,000.00	\$ 170,000.00
2	Traffic Control	Lump Sum	1	\$ 55,000.00	\$ 55,000.00	\$ 42,800.00	\$ 42,800.00	\$ 92,400.00	\$ 92,400.00
3	Storm Water Pollution Prevention Plan (SWPPP)	Lump Sum	1	\$ 15,000.00	\$ 15,000.00	\$ 13,300.00	\$ 13,300.00	\$ 37,000.00	\$ 37,000.00
4	Site Clearing	Lump Sum	1	\$ 8,000.00	\$ 8,000.00	\$ 6,770.00	\$ 6,770.00	\$ 10,350.00	\$ 10,350.00
5	Pothole Utility	Each	20	\$ 325.00	\$ 6,500.00	\$ 270.00	\$ 5,400.00	\$ 300.00	\$ 6,000.00
6	Remove Curb and Gutter	Lineal Feet	1,533	\$ 4.00	\$ 6,132.00	\$ 2.40	\$ 3,679.20	\$ 3.00	\$ 4,599.00
7	Remove Concrete Sidewalk	Square Feet	3,158	\$ 1.25	\$ 3,947.50	\$ 0.40	\$ 1,263.20	\$ 1.00	\$ 3,158.00
8	Remove Concrete Driveway	Square Feet	926	\$ 1.50	\$ 1,389.00	\$ 0.80	\$ 740.80	\$ 1.00	\$ 926.00
9	Remove Pipe Culvert	Lineal Feet	582	\$ 5.50	\$ 3,036.00	\$ 5.90	\$ 3,256.80	\$ 5.00	\$ 2,760.00
10	Remove Catch Basin	Each	1	\$ 650.00	\$ 650.00	\$ 365.00	\$ 365.00	\$ 890.00	\$ 890.00
11	Remove Tree	Each	55	\$ 250.00	\$ 13,750.00	\$ 255.00	\$ 14,025.00	\$ 450.00	\$ 24,750.00
12	Remove Fence	Lineal Feet	3,406	\$ 1.20	\$ 4,087.20	\$ 0.55	\$ 1,873.30	\$ 1.00	\$ 3,406.00
13	Remove Sign	Each	9	\$ 60.00	\$ 540.00	\$ 29.50	\$ 265.50	\$ 250.00	\$ 2,250.00
14	Remove Light Pole	Each	4	\$ 600.00	\$ 2,400.00	\$ 675.00	\$ 2,700.00	\$ 1,400.00	\$ 5,600.00
15	Remove Fire Hydrant	Each	1	\$ 1,300.00	\$ 1,300.00	\$ 595.00	\$ 595.00	\$ 1,400.00	\$ 1,400.00
16	Adjust Manhole Lid	Each	51	\$ 550.00	\$ 28,050.00	\$ 400.00	\$ 20,400.00	\$ 480.00	\$ 24,480.00
17	Adjust Valve Box	Each	68	\$ 300.00	\$ 20,400.00	\$ 315.00	\$ 21,420.00	\$ 300.00	\$ 20,400.00
18	Adjust Water Meter Box	Each	6	\$ 350.00	\$ 2,100.00	\$ 630.00	\$ 3,780.00	\$ 300.00	\$ 1,800.00
19	Adjust Fire Hydrant To Grade	Each	4	\$ 1,400.00	\$ 5,600.00	\$ 1,450.00	\$ 5,800.00	\$ 800.00	\$ 3,200.00
20	Adjust Street Monument Box	Each	7	\$ 380.00	\$ 2,660.00	\$ 630.00	\$ 4,410.00	\$ 400.00	\$ 2,800.00
21	Relocate Fire Hydrant	Each	4	\$ 4,000.00	\$ 16,000.00	\$ 1,330.00	\$ 5,320.00	\$ 1,725.00	\$ 6,900.00
22	Relocate Mail Box	Each	20	\$ 165.00	\$ 3,300.00	\$ 99.00	\$ 1,980.00	\$ 300.00	\$ 6,000.00
23	3/4" Culinary Water Service	Each	5	\$ 1,100.00	\$ 5,500.00	\$ 605.00	\$ 3,025.00	\$ 650.00	\$ 3,250.00
24	Relocate Secondary Water Service	Each	7	\$ 1,100.00	\$ 7,700.00	\$ 230.00	\$ 1,610.00	\$ 400.00	\$ 2,800.00
25	3/4" Secondary Water Service	Each	1	\$ 1,100.00	\$ 1,100.00	\$ 1,590.00	\$ 1,590.00	\$ 1,450.00	\$ 1,450.00
26	Reconstruct Cleanout Box	Each	7	\$ 650.00	\$ 4,550.00	\$ 680.00	\$ 4,760.00	\$ 805.00	\$ 5,635.00
27	Reconstruct Manhole Lid with Rectangular Bicycle Safe Gate and Frame	Each	1	\$ 1,100.00	\$ 1,100.00	\$ 680.00	\$ 680.00	\$ 840.00	\$ 840.00
28	Roadway Excavation (Plan Quantity)	Cubic Yard	26,100	\$ 9.50	\$ 247,950.00	\$ 4.80	\$ 125,280.00	\$ 23.00	\$ 600,300.00
29	Borrow	Ton	19,640	\$ 12.50	\$ 245,500.00	\$ 12.00	\$ 235,680.00	\$ 15.00	\$ 294,600.00
30	Granular Borrow (Plan Quantity)	Cubic Yard	8,648	\$ 29.00	\$ 250,792.00	\$ 30.00	\$ 259,440.00	\$ 27.00	\$ 233,496.00
31	Untreated Base Course (Plan Quantity)	Cubic Yard	10,860	\$ 29.00	\$ 314,940.00	\$ 36.00	\$ 390,960.00	\$ 32.00	\$ 347,520.00
32	HMA (PG 58-28)	Ton	8,437	\$ 62.00	\$ 523,094.00	\$ 64.00	\$ 539,968.00	\$ 56.92	\$ 480,734.04
33	Bonded Wearing Course, 1 Inch Thick	Square Yard	37,650	\$ 6.00	\$ 225,900.00	\$ 6.65	\$ 250,372.50	\$ 6.14	\$ 231,171.00
34	Slurry Seal, Type SS-II	Square Yard	420	\$ 11.00	\$ 4,620.00	\$ 9.49	\$ 3,985.80	\$ 9.18	\$ 3,855.60
35	Portland Cement Concrete Pavement, 9 Inch Thick	Square Yard	175	\$ 90.00	\$ 15,750.00	\$ 73.50	\$ 12,862.50	\$ 81.00	\$ 14,175.00
36	Portland Cement Concrete Pavement, 9 Inch Thick W/ Color	Square Yard	1,214	\$ 95.00	\$ 115,330.00	\$ 84.50	\$ 102,583.00	\$ 87.00	\$ 105,618.00
37	Type A Curb and Gutter	Lineal Feet	8,934	\$ 13.00	\$ 116,142.00	\$ 15.00	\$ 134,010.00	\$ 18.00	\$ 160,812.00
38	Type Q Curb	Lineal Feet	707	\$ 17.00	\$ 12,019.00	\$ 15.50	\$ 10,958.50	\$ 13.00	\$ 9,191.00
39	24" Mountable Curb	Lineal Feet	252	\$ 18.00	\$ 4,536.00	\$ 19.50	\$ 4,914.00	\$ 23.00	\$ 5,796.00
40	12" Barrier Curb	Lineal Feet	184	\$ 22.00	\$ 4,048.00	\$ 25.00	\$ 4,600.00	\$ 27.00	\$ 4,968.00
41	Concrete Sidewalk	Square Feet	29,240	\$ 3.25	\$ 95,030.00	\$ 3.60	\$ 105,264.00	\$ 3.00	\$ 87,720.00
42	Pedestrian Curb Ramp	Each	31	\$ 500.00	\$ 15,500.00	\$ 690.00	\$ 21,390.00	\$ 1,190.00	\$ 36,890.00
43	12 ft Wide Pedestrian Ramp	Each	2	\$ 1,400.00	\$ 2,800.00	\$ 1,430.00	\$ 2,860.00	\$ 1,930.00	\$ 3,860.00
44	Island Pedestrian Crossing	Each	4	\$ 2,500.00	\$ 10,000.00	\$ 4,650.00	\$ 18,600.00	\$ 2,300.00	\$ 9,200.00
45	4 Inch Thick Stamped Concrete	Square Feet	2,530	\$ 7.00	\$ 17,710.00	\$ 5.50	\$ 13,915.00	\$ 5.50	\$ 13,915.00
46	9 Inch Thick Stamped Concrete	Square Feet	2,200	\$ 8.00	\$ 17,600.00	\$ 10.50	\$ 23,100.00	\$ 9.20	\$ 20,240.00

BASE BID

Item No.	Description	Bid Unit	Estimated Quantity	Granite Construction		Whitaker Construction		Bowen Construction	
				Bid Unit Price 4	Bid Total Price 4	Bid Unit Price 5	Bid Total Price 5	Bid Unit Price 6	Bid Total Price 6
47	6" Thick Flared Driveway Approach	Square Feet	5,528	\$ 4.50	\$ 24,876.00	\$ 4.70	\$ 25,981.60	\$ 5.75	\$ 31,786.00
48	Concrete Flatwork, 6" Thick	Square Feet	1,454	\$ 4.50	\$ 6,543.00	\$ 4.60	\$ 6,688.40	\$ 5.75	\$ 8,360.50
49	Approach Island Plowable End Section	Each	4	\$ 800.00	\$ 3,200.00	\$ 365.00	\$ 1,460.00	\$ 900.00	\$ 3,600.00
50	5 Ft Wire Fence	Lineal Feet	2,965	\$ 3.00	\$ 8,895.00	\$ 6.60	\$ 19,569.00	\$ 4.00	\$ 11,860.00
51	6 Ft Chain Link Fence	Lineal Feet	973	\$ 17.00	\$ 16,541.00	\$ 14.00	\$ 13,622.00	\$ 20.00	\$ 19,460.00
52	Relocate Gate	Each	8	\$ 500.00	\$ 4,000.00	\$ 210.00	\$ 1,680.00	\$ 130.00	\$ 1,040.00
53	10 Ft Wide Painted Steel Farm Gate	Each	4	\$ 700.00	\$ 2,800.00	\$ 490.00	\$ 1,960.00	\$ 350.00	\$ 1,400.00
54	8" C-900 DR14 Water Line	Lineal Feet	144	\$ 38.00	\$ 5,472.00	\$ 54.50	\$ 7,848.00	\$ 150.00	\$ 21,600.00
55	10" x 8" Tee	Each	3	\$ 3,000.00	\$ 9,000.00	\$ 875.00	\$ 2,625.00	\$ 3,800.00	\$ 11,400.00
56	12"x8" Tee	Each	3	\$ 3,000.00	\$ 9,000.00	\$ 955.00	\$ 2,865.00	\$ 4,000.00	\$ 12,000.00
57	8" Gate Valve	Each	6	\$ 1,600.00	\$ 9,600.00	\$ 1,610.00	\$ 9,660.00	\$ 1,610.00	\$ 9,660.00
58	8" Cap	Each	8	\$ 200.00	\$ 1,600.00	\$ 335.00	\$ 2,680.00	\$ 300.00	\$ 2,400.00
59	4 FT Sewer Manhole	Each	1	\$ 2,900.00	\$ 2,900.00	\$ 2,380.00	\$ 2,380.00	\$ 5,200.00	\$ 5,200.00
60	8" PVC Sewer Main	Lineal Feet	54	\$ 41.00	\$ 2,214.00	\$ 115.00	\$ 6,210.00	\$ 170.00	\$ 9,180.00
61	4" Sewer Service	Each	1	\$ 1,300.00	\$ 1,300.00	\$ 1,080.00	\$ 1,080.00	\$ 5,800.00	\$ 5,800.00
62	12 Inch RCP Storm Drain	Lineal Feet	200	\$ 33.00	\$ 6,600.00	\$ 46.50	\$ 9,300.00	\$ 71.00	\$ 14,200.00
63	15 Inch RCP Storm Drain	Lineal Feet	633	\$ 35.00	\$ 22,155.00	\$ 50.00	\$ 31,650.00	\$ 87.00	\$ 55,071.00
64	18 Inch RCP Storm Drain	Lineal Feet	1,624	\$ 38.00	\$ 61,712.00	\$ 50.50	\$ 82,012.00	\$ 90.00	\$ 146,160.00
65	24 Inch RCP Storm Drain	Lineal Feet	125	\$ 44.00	\$ 5,500.00	\$ 68.00	\$ 8,500.00	\$ 104.00	\$ 13,000.00
66	36 Inch RCP Storm Drain	Lineal Feet	95	\$ 75.00	\$ 7,125.00	\$ 115.00	\$ 10,925.00	\$ 120.00	\$ 11,400.00
67	Catch Basin, 4 Ft x 2 Ft	Each	5	\$ 1,900.00	\$ 9,500.00	\$ 2,330.00	\$ 11,650.00	\$ 2,100.00	\$ 10,500.00
68	Catch Basin, 4 Ft x 3 Ft	Each	11	\$ 2,100.00	\$ 23,100.00	\$ 2,700.00	\$ 29,700.00	\$ 2,900.00	\$ 31,900.00
69	Catch Basin, 4 Ft x 4 Ft	Each	4	\$ 2,800.00	\$ 11,200.00	\$ 3,200.00	\$ 12,800.00	\$ 3,450.00	\$ 13,800.00
70	Catch Basin, 4 Ft x 6 Ft	Each	2	\$ 3,000.00	\$ 6,000.00	\$ 3,010.00	\$ 6,020.00	\$ 4,500.00	\$ 9,000.00
71	Double Gate Catch Basin	Each	1	\$ 3,300.00	\$ 3,300.00	\$ 3,620.00	\$ 3,620.00	\$ 4,650.00	\$ 4,650.00
72	Drainage Box 2 ft x 2 ft	Each	2	\$ 1,100.00	\$ 2,200.00	\$ 1,200.00	\$ 2,400.00	\$ 1,000.00	\$ 2,000.00
73	12" Flared End Section with Grate	Each	2	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00	\$ 1,200.00	\$ 2,400.00
74	15" Flared End Section with Grate	Each	5	\$ 800.00	\$ 4,000.00	\$ 1,940.00	\$ 9,700.00	\$ 1,300.00	\$ 6,500.00
75	Connect Existing 1" Land Drain to Inlet	Lump Sum	1	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
76	Traffic Sign	Each	37	\$ 350.00	\$ 12,950.00	\$ 250.00	\$ 9,250.00	\$ 400.00	\$ 14,800.00
77	Pavement Markings - 4" Paint	Lineal Feet	29,806	\$ 0.20	\$ 5,961.20	\$ 0.10	\$ 2,980.60	\$ 0.10	\$ 2,980.60
78	Pavement Markings - 8" Paint	Lineal Feet	362	\$ 0.30	\$ 108.60	\$ 0.20	\$ 72.40	\$ 0.21	\$ 76.02
79	Pavement Markings - 12" (Preformed Thermoplastic)	Lineal Feet	550	\$ 8.00	\$ 4,400.00	\$ 8.10	\$ 4,455.00	\$ 8.50	\$ 4,675.00
80	Pavement Message (Preformed Thermoplastic)	Each	34	\$ 120.00	\$ 4,080.00	\$ 135.00	\$ 4,590.00	\$ 138.00	\$ 4,692.00
81	Street Light	Each	35	\$ 3,800.00	\$ 133,000.00	\$ 3,310.00	\$ 115,850.00	\$ 3,500.00	\$ 122,500.00
82	Highway Lighting System	Lump Sum	1	\$ 80,000.00	\$ 80,000.00	\$ 116,500.00	\$ 116,500.00	\$ 125,240.00	\$ 125,240.00
83	Grass Sod	Square Feet	17,977	\$ 0.50	\$ 8,988.50	\$ 0.50	\$ 8,988.50	\$ 0.30	\$ 5,393.10
84	Topsoil	Square Feet	76,933	\$ 0.60	\$ 46,159.80	\$ 0.60	\$ 46,159.80	\$ 0.90	\$ 69,239.70
85	Broadcast Seed	1000 Sq Feet	60	\$ 100.00	\$ 6,000.00	\$ 105.00	\$ 6,300.00	\$ 100.00	\$ 6,000.00
86	Landscape Rock - 6" Thick with Fabric	Square Feet	799	\$ 1.50	\$ 1,198.50	\$ 1.50	\$ 1,198.50	\$ 2.00	\$ 1,598.00
87	Restore Sprinkler System	Parcel	14	\$ 450.00	\$ 6,300.00	\$ 610.00	\$ 8,540.00	\$ 1,200.00	\$ 16,800.00
88	New Sprinkler System For Park Strip	Parcel	13	\$ 600.00	\$ 7,800.00	\$ 610.00	\$ 7,930.00	\$ 1,500.00	\$ 19,500.00
89	2" Sch 40 PVC Conduit	Lineal Feet	84	\$ 3.00	\$ 252.00	\$ 4.40	\$ 369.60	\$ 60.00	\$ 5,040.00
Total of Base Bid Price					\$ 3,198,135.00		\$ 3,258,827.96		\$ 3,982,967.56

ALTERNATE ASPHALT SECTION #2 BID

Item No.	Description	Bid Unit	Estimated Quantity	Granite Construction		Whitaker Construction		Bowen Construction	
				Bid Unit Price 4	Bid Total Price 4	Bid Unit Price 5	Bid Total Price 5	Bid Unit Price 6	Bid Total Price 6
90	HMA (PG 58-28)	Ton	10,585	\$ 63.00	\$ 666,855.00	\$ 62.69	\$ 663,573.65	\$ 62.26	\$ 659,022.10
91	Chip and Seal, Grade C	Square Yard	38,142	\$ 3.00	\$ 114,426.00	\$ 2.44	\$ 93,066.48	\$ 2.42	\$ 92,303.64
Total of Alternate Asphalt Section #2 Bid Price					\$ 781,281.00		\$ 756,640.13		\$ 751,325.74

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: 3000 West Street Project - Flinders	AGENDA ITEM: H
PETITIONER: Gail, Eldon, and Jay Flinders	MEETING DATE: February 24, 2015
RECOMMENDATION: Listen to the request and provide input and a decision to Staff	ROLL CALL VOTE: YES X NO
FISCAL IMPACT:	
<p>BACKGROUND: The 3000 West project is designed to install curb, gutter, and sidewalk, wherever not installed, from 1400 North to 6000 South.</p> <p>The Flinders, located on the east side of 3000 West between 1500 N and 1800 N are requesting that the City not require them to clear the sidewalk, other than in front of their homes, of snow. Additionally, they want a guarantee that the City will not hold them responsible for damage to the sidewalk if it is installed.</p> <p>There are several locations along 3000 W where the Flinders' obtain access to their farm land.</p> <p>The City will also have an issue with sidewalk running north of the Layton Canal along 3000 W</p> <p>We already have several areas of town where homes do not front on collectors where the City has to maintain the sidewalk. Taking over this additional sidewalk plowing might require a separate piece of equipment.</p> <p>If the City were to plow sidewalks in the business district the cost could be included in business licenses fees. This would help defray the cost of a piece of equipment.</p>	
ALTERNATIVE ACTIONS: Don't install the sidewalk, however when the property develops the City would be required to install the sidewalk and it would be at full cost. We are paying 10% of the cost with the Project.	
ATTACHMENTS: Map	
REFERENCED DOCUMENTS:	

CLINTON CITY COUNCIL AGENDA ITEM

SUBJECT: TABLED ITEM FROM JANUARY 27 and FEBRUARY 10 - PUBLIC HEARING – Ordinance No. 15-01Z - Review and action upon a recommendation from the Planning Commission concerning change to the Clinton City Zoning Ordinance; § 28-2 Definitions dealing with Garages, Accessory Buildings, Carports, and Sheds; § 28-3-25 Garages, Accessory Buildings, Sheds, Carports; § 28-12 thru 28-15, and 28-19 subsections dealing with Garages, Accessory Buildings, Sheds, and Carports.	AGENDA ITEM: I
PETITIONER: Community Development.	MEETING DATE: February 24, 2015
RECOMMENDATION: Adopt, Amend and Adopt, or Reject Ordinance No. 15-2Z Amending the Clinton City Zoning Ordinance; § 28-2 Definitions dealing with Garages, Accessory Buildings, Carports, and Sheds; § 28-3-25 Garages, Accessory Buildings, Sheds, Carports; § 28-12 thru 28-15, and 28-19 subsections dealing with Garages, Accessory Buildings, Sheds, and Carports.	ROLL CALL VOTE: X YES x NO
FISCAL IMPACT:	
BACKGROUND: Action on the ordinance was tabled pending changes to the ordinance. A 2 car garage is now required on all single family dwellings. A gravel or hard surface drive is required to go to an accessory parking site unless there is a solid fence then gravel or hard surface is required in the front.	
February 10, Staff Report This change is intended to remove conflicts within the ordinance and clarify the intent of the sections dealing with Garages, Accessory Buildings, Carports and Sheds.	
Items Covered, Old Verbiage vs. Amended:	
Old	Amended
Definitions	Clarified definitions for Garages, Accessory Buildings, Carports and Sheds, no significant changes from previously intended. Relocated requirements from definitions to Chapter 3 Regulations Applicable to All Zones. Defined “Major Street”.
Ch 3, Elderly Apartments, Residential Facility for elderly Persons, Nursing Homes	Assisted Living Facility with Resident Drivers: kept the number of spaces required. Assisted Living Facility no Resident Drivers; number of parking per bed from 1/4 to 1/2
Single Family Dwelling Parking Requirements: there was a conflict regarding if a structure was required.	Clarified, two parking spaces required can be pads, carport, or garage. If a pad then side lot set back requirements are increased by 21-feet.
2, 3, and 4 Plex Parking Requirements: there was a conflict regarding if a structure was required.	Clarified, parking requirements are evaluated as part of the site plan review.
Due to changes in surface required for parking there became a conflict between hard surface or gravel for access to required parking or additional parking.	Clarified, access to required parking must be hard surface from street to required parking. Access to additional parking must have a hard surface to the parking unless the parking is behind a solid gated fence then hard surface to the gated fence.

Clarified surface for required parking vs. additional parking	All required parking shall be hard surface. All additional parking shall be hard surface unless behind a solid gated fence.
Table 12.4.1	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling.
Table 12.4.3	Clarified Accessory Garage/Carport; Detached Garage/Carport
A-1 Zone, Chapter 12, Accessory buildings permitted	Clarified that Garages, Accessory Buildings, Sheds and Carports are permitted
AE Zone, Chapter 13	Clarified that Garages, Accessory Buildings, Sheds and Carports are permitted
Table 13.4.1	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling.
Table 13.4.3	Clarified Accessory Garage/Carport; Detached Garage/Carport
28-13-4(7) added	Established evaluation process for Garages, accessory buildings, sheds, and carports that are for a use other than SF residential.
Table 14.2	Clarified item 4 and added 25 for non SF residential uses.
Table 14.3	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses
28-15-2 & 3	Clarified and established procedure for non SF residential uses
Table 15.4	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses
Table 19.4 & 19.29.2	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses
ALTERNATIVE ACTIONS:	
ATTACHMENTS: Ordinance No. 15-01Z	
REFERENCED DOCUMENTS:	

ORDINANCE NO. 15-01 Z

AN ORDINANCE AMENDING TITLE 28, ZONING AND REAL PROPERTY

WHEREAS, Clinton City has an existing Title 28, dealing Garages, Accessory Buildings, Sheds, and Carports; and,

WHEREAS, The City Council has found that changes are required; and,

WHEREAS, Clinton City has an obligation to provide for the health, safety, and general welfare of its citizens.

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

BY MOTION The Clinton City Council voted to (adopt) (reject) this ordinance.

SECTION 1. Changes

AMEND:

“Accessory Building, Residential”^{67, 88, 198} means a building, larger than 200 square feet, designated for use other than a residence constructed on a lot containing a residential structure. A Residential Accessory Building shall be constructed of materials complementary in color to the primary building on the lot and buildings on surrounding lots.

“Accessory Building Large Lot”¹⁶⁹ means a building, larger than 200 square feet, with a minimum setback of forty (40) feet from any portion of the primary building on the lot that is at least one-half acre in size and at least twenty (20) feet from any residential building on adjoining lots.

“Carport” means a private, covered area for parking motor vehicles with two or more open sides. A carport with a distance between support structures less than 20-feet shall be designated as a single carport. A carport with a distance between support structures equal to or more than 20-feet shall be designated as a double carport.¹⁹²

(1) Carport Attached: the carport and dwelling having a roof or wall in common. Ref. § 28-3-25(5).

(2) Carport Accessory: located behind a dwelling with adequate access for a motor vehicle. Ref. § 28-3-25(5).

(3) Carport Detached: located adjacent to a dwelling and fronting a common street. Ref. § 28-3-25(5).

“Fence, Solid” means a Fence that is intended to significantly block the view of items that are behind or enclosed within the Fence. An example of the minimum standard is considered to be a chain link fence with solid slats.

“Garage, Private”^{21, 104, 148, 169, 183, 198} means an enclosed space for the storage of one or more motor vehicles. A garage with an exterior width of less than 20 feet shall be designated as a single garage. A garage with an exterior width of 20 feet or greater shall be designated as a double garage. For the purpose of these regulations a private garage will fall into one (1) of three (3) categories:

- (1) Garage Attached: the garage and dwelling having a roof or wall in common.
- (2) Garage Accessory: located behind a dwelling with adequate access for a motor vehicle. Ref. § 28-3-25(2).
- (3) Garage Detached: located adjacent to a dwelling and fronting a common street. Ref. § 28-3-25(3).

“Major Street” means a Collector, Minor Arterial, or Principal Arterial street as indicated in the Clinton City Transportation Master Plan.

“Shed” or **“Yard Shed”**¹⁶⁹ means an enclosed space or covered area outside of an enclosed space less than 200 square feet, not including eaves, with a door width of six (6) feet or less for the storage of yard tools and supplies, motorized yard equipment, household items, etc. but not for storing motor vehicles intended for personal transport. Includes greenhouses, play houses, forts, and other play structures. Does not include landscape features such as pergolas, arbors, or other skeleton type structures.

28-3-25 Garages, Accessory Buildings, Shed, Carports - Single Family Dwelling.^{104, 148, 169, 183, 192}

- (1) Garage and Carport General Requirements: These requirements apply to garages and Carports.
 - (a) Structures shall meet the minimum setback requirements established in this ordinance for the zone.
 - (b) Eaves shall not extend into any setback requirements established in this ordinance for the zone by more than twelve (12) inches.
 - (c) All run-off from the roof, drive or any Hard Surface associated with the structure shall be designed to drain onto the building lot where the structure is located.
 - (d) Adherence to the maximum impervious surface ratio.
 - (e) Structures built within five (5) feet of a property line shall not have openings, (windows, doors, etc.), in the wall that is within the five (5) feet.
 - (f) Structures built within five (5) feet of a property line shall have the wall constructed to meet the requirements of the International Residential Code.
 - (g) A curb cut and appropriate apron shall be established to meet the requirements of the city standards and § 28-4 of this ordinance.
 - (h) Construction shall meet the requirements of the International Residential Code or International Building Code as applicable.

(2) Garage Accessory

- (a) A Garage Accessory, as defined in this ordinance, may serve to satisfy the parking requirements established for a residence in Chapter 4 of this ordinance providing that there is also a Hard Surface drive from the street to the Accessory Garage.

(b) The minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any wall surface or extension on the Garage ~~structure~~, shall not be less than ten (10) feet. The eaves of either structure shall not extend more than twelve (12) inches into the required ten (10) foot separation.

(d) Structure shall be designed with the intended use of storing vehicles designed for transportation or recreation.

(e) Garage Accessory shall compliment the color scheme of the existing dwelling. Significance of colors shall be determined by the planning staff at the time of plan review. ¹⁹⁸

(f) If the structure is not intended to meet the requirements of Chapter 4 for a residence as stated in (2)(a)(ii) it shall have a gravel drive, meeting the requirements of § 28-4-15(4)(b), or Hard Surface drive from the street to the garage unless the structure is behind a 6-foot Solid Fence with gates then the gravel or Hard Surface shall extend from the street to behind the fence gates. ¹⁹⁸

(3) Garage Detached

(a) A Garage Detached, as defined in this ordinance, may satisfy the parking requirements established for a residence in Chapter 4 of this ordinance providing that there is also a Hard Surface drive from the street to the Detached Garage.

(b) The minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any property line shall meet the requirements established in this ordinance for the applicable zone. The minimum distance from a wall surface or any extension on the structure to the wall surface or extension on the residence shall be a minimum of ten (10) feet.

(c) Structure shall be designed with the intended use of storing vehicles designed for transportation or recreation.

(d) Garage Detached shall have the same architectural features; utilize the same building materials and same pattern as the existing dwelling. Street view of the structure shall be similar in the use of materials, brick, rock, etc., as the residence on the lot. Sides and rear of the structure may utilize less primary materials, siding, stucco, etc., found on the residence. Equality of materials and features shall be determined by the planning staff at the time of plan review. Allowances may be made when considering the availability of materials due to the age of the original structure.

(4) Accessory Buildings and Sheds General Requirements: The following requirements apply to Accessory Buildings and Sheds:

(a) Structures shall meet the minimum setback requirements established in this ordinance for the zone.

(b) The structure shall be located in the rear yard setback as defined in this ordinance with a minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any wall surface or extension on the structure, shall not be less than ten (10) feet.

(c) Eaves shall not extend into any setback or separation requirements established in this ordinance for the zone by more than twelve (12) inches.

(d) All run-off from the roof, drive or any Hard Surface associated with the structure shall be designed to drain onto the building lot where the structures is located.

(e) Adherence to the maximum impervious surface ratio.

- (f) A curb cut shall NOT be established to provide access to the structure.
- (g) Construction shall meet the requirements of the International Residential Code or International Building Code as applicable.
- (h) Structure shall not be designed with the ability to store vehicles intended for transportation or recreation, access into the structure shall be less than six (6) feet wide.
- (i) Accessory Buildings or Sheds, as defined in this ordinance, do not meet the parking requirements of Chapter 4 of this ordinance.
- (j) Accessory Buildings shall compliment the color scheme of the existing dwelling. Significance of colors shall be determined by the planning staff at the time of plan review.

(5) Carport General Requirements ¹⁹²

- (a) Carports associated with structures other than single family dwellings shall be evaluated and approved as part of the site plan approval process.
- (b) Eaves shall be measured from the exterior wall where one exists and from the exterior of support posts where no wall exists.
- (c) Carports shall have a Hard Surface, concrete or asphalt, under the roof area.
- (d) Any Carport shall have a solid wall, adjacent to the closest property line, when located closer than 10-feet to an adjacent property line if no privacy fence is present between the carport and adjacent property.

(e) Carport Attached

- (i) Attached carports intended to satisfy requirements of Chapter 4 shall have an enclosed storage area of at least 150 square feet in size, minimum 8-foot interior height, at grade level.

(e) Carport Accessory

- (i) The minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any wall surface or extension on the Carport, shall not be less than ten (10) feet. The eaves of either structure shall not extend more than twelve (12) inches into the required ten (10) foot separation.

- (ii) Structure shall be designed with the intended use of storing vehicles designed for transportation or recreation.

- (iii) Shall have a gravel drive, meeting the requirements of § 28-4-15(4)(b), or Hard Surface drive from the street to the carport unless the structure is behind a 6-foot Solid Fence with gates then the gravel or Hard Surface shall extend from the street to behind the fence gates. ¹⁹⁸

(f) Carport Detached

- (i) The minimum distance from any wall surface, attached deck, awning, or other extension of the dwelling to any wall surface or extension on the structure, on the lot, shall meet the minimum setback requirements established for a Detached Garage.

- (ii) It shall have a Hard Surface drive from the street to the structure.

- (iii) Structure shall be designed with the intended use of storing vehicles designed for transportation or recreation.

(iv) Carport Detached shall have similar architectural features and utilize similar colors and materials as on the dwelling on the lot. In this case similar is intended to be complementary to the design of the dwelling.

(6) Nonconforming Structures

(a) Any Garage Accessory, Garage Detached, Accessory Building, or Accessory Building Large Lot that does not conform to the requirements of this ordinance, that has been declared a nuisance or unsafe for occupancy by authority of the City Code, health code, or building codes, shall not be repaired unless it is brought into significant compliance with the requirements of this code. Any Garage Accessory that is demolished shall not be reconstructed unless it complies with the requirements of this ordinance.

(b) Any Shed that does not conform to the requirements of this ordinance, that has been declared a nuisance or unsafe by authority of the City Code, health code, or building codes, shall not be repaired or reconstructed unless it is brought into significant compliance with the requirements of this code.

28-4-4 **Parking Space for All Residential Dwelling Units.**^{148, 198} In all zones with a permitted, conditional or nonconforming residential use, in accordance with other sections of this chapter, there shall be provided in the type of structure or space indicated sufficient parking of automobiles. If two (2) or more parking spaces are required the parking spaces must be side-by-side with direct access from a driveway or drive-lane. All required parking shall be upon a Hard Surface with Hard Surface access and properly located. For new buildings or structures, additional units, or for the enlargement or increase in capacity, floor area, or guest rooms of an existing main building or structure, there shall be the following minimum number of permanently maintained parking spaces on the same lot with the main building as follows:

(1) Apartments: For apartments, parking requirements shall be as follows:

Table 4.4.1	Number of Parking Spaces ^a	Visitor Parking Per Unit ^a
Unit Type		
Studio	1.0	.25
1 Bedroom	1.5	.25
2 Bedroom	2.0	.25
3 Bedroom	2.0	.25
4 Bedroom	2.5	.25

^a At least fifty percent (50%) of all parking spaces shall be enclosed or have an overhead covering.

(2) Assisted Living Facility with Resident Drivers : One and one quarter (1.25) stalls per unit plus one (1) space for each employee on the highest shift.

(3) Assisted Living Facility no Resident Drivers: One (1) stall for every 2 (two) beds.

(4) Dwellings: In all zones where these type of residential units are allowed there shall be provided:

Table 4.8.1 ¹⁹⁸		
Type of Unit	Number of Spaces	Additional Requirements
Single Family	2 ^a	Within an enclosed garage
Two Family	4	
Three Family	6	2 additional per unit

Four Family	8	2 additional per unit
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^a Refer to the applicable Zone chapter for additional requirements associated with the specific zone.

(5) Qualification: To meet the requirements of a parking space required by this Title: a space shall have a Hard Surface with Hard Surface access and properly located with a minimum size of ten (10) feet by twenty (20) feet.¹⁰⁴

(6) Conversion of Required Parking Space into Living Space: In the event that an attached garage or carport is to be converted into living space, the parking spaces required by § 28-4-4(4) shall be relocated on site prior to the existing attached garage or carport being converted into living space. Exception: Model home is outlined elsewhere in this ordinance.

28-4-5

(13) Institutional Uses: Hospitals, sanatoriums, convalescent hospitals: One (1) space for each two-bed capacity, plus one (1) space for every employee at the highest shift.

28-4-15

(4) Driveways and Accessory Parking:¹⁷³

(a) All driveways, streets, isles, etc. intended to provide a means of access to parking spaces intended to meet the requirements of this chapter shall be paved with a Hard Surface and shall have a Hard Surface approach designed to meet the requirements of the Clinton City Engineering and Standard Specifications.

(b) Accessory parking areas on a lot with a single family residential unit with an established driveway that meets the requirements of “a” above are allowed within the front setback area of a lot based upon the following criteria:

(9) All parkstrip areas providing access from a public way shall be Hard Surface.

28-4-16(3) All parkstrip areas providing access from a public way shall be Hard Surface.

~~Table 12.4.1 ADD footnote for side lot setback “^dWhen an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21 feet on one side of the dwelling.”~~

Front	Major Street	35 feet
	Other Street	30 feet
	Garage/ Carport Detached	Same as Dwelling
Side, interior ^d	Dwelling	10 feet
	Non-Residential Building	20 feet
	Accessory Garage/Carport	3 feet rated structure 5 feet non-rated structure
	Detached Garage/Carport	10 feet
	Accessory Building	3 feet rated structure 5 feet non-rated structure
	Accessory Building Large Lot	3 feet rated structure 5 feet non-rated structure
	Shed	3 feet
Side, street ^d	Major Street	35 feet

	Other Street	30 feet
	Accessory Garage/Carport	30 feet ^b
	Detached Garage/Carport	Same as Dwelling
	Accessory Building	30 feet ^b
	Accessory Building Large Lot	30 feet ^b
	Shed	30 feet ^c
Rear	Main Building	30 feet
	Accessory Garage/Carport	3 feet rated structure 5 feet non-rated structure ^a
	Detached Garage/Carport	Same as Dwelling
	Accessory Building	3 feet rated structure 5 feet non-rated structure ^a
	Accessory Building Large Lot	3 feet rated structure 5 feet non-rated structure ^a
	Shed	3 feet ^a

^a Except 10 feet where building rears on the side yard of adjacent corner lots

^b These buildings shall not gain access from a minor arterial or principal arterial streets.

^c Three feet if behind a Solid Fence.

~~^d When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21 feet on one side of the dwelling.~~

Accessory Garage/Carport	Behind On Lot	10 feet
	On Adjacent Lot	20 feet
Detached Garage/Carport	Side	10 feet
Accessory Building	Behind	10 feet
Accessory Building Large Lot	On Lot	40 feet
	On Adjacent Lot	20 feet
Shed	On Lot	10 feet behind
	On Adjacent Lot	18 feet

28-12-2(12) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to any permitted use.

28-12-3(11) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to an approved conditional use and approved during site plan review.

28-12-4(7) Garages, accessory buildings, sheds, carports and distances from the property lines when associated with a use that is not a dwelling will be evaluated during a site plan review as established in § 28-3-10. Distances outlined above, for a dwelling, will be used as a guide and where the use being evaluated is adjacent to a lot with an existing dwelling the distances outlined above will be followed. Consideration for reducing distances during site plan review will be based upon mitigation proposed to reduce impact upon adjacent properties.

28-13-2(7) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to any permitted use.

28-13-3(7) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to an approved conditional use and approved during site plan review.

Front	Major Street	35 feet
	Other Street	30 feet
	Garage Detached	Same as Dwelling
Side, interior ^d	Dwelling	10 feet
	Non-Residential Building	20 feet
	Accessory Garage	3 feet rated structure
		5 feet non-rated structure
	Detached Garage	10 feet
	Accessory Building	3 feet rated structure
		5 feet non-rated structure
	Accessory Building Large Lot	3 feet rated structure
5 feet non-rated structure		
Shed	3 feet	
Side, street ^d	Major Street	35 feet
	Other Street	30 feet
	Accessory Garage	30 feet ^b
	Detached Garage	Same as Dwelling
	Accessory Building	30 feet ^b
	Accessory Building Large Lot	30 feet ^b
	Shed	30 feet ^c
Rear	Main Building	30 feet
	Accessory Garage	3 feet rated structure
		5 feet non-rated structure
	Detached Garage	Same as Dwelling
	Accessory Building	3 feet rated structure
		5 feet non-rated structure ^a
Accessory Building Large Lot	3 feet rated structure	
	5 feet non-rated structure ^a	
Shed	3 feet ^a	

^a Except 10 feet where building rears on the side yard of adjacent corner lots

^b These buildings shall not gain access from a minor arterial or principal arterial streets.

^c Three feet if behind a Solid Fence.

^d ~~When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21 feet on one side of the dwelling.~~

Accessory Garage/Carport	Behind On Lot	10 feet
	On Adjacent Lot	20 feet
Detached Garage/Carport	Side	10 feet
Accessory Building	Behind	10 feet
Accessory Building Large Lot	On Lot	40 feet
	On Adjacent Lot	20 feet
Shed	On Lot	10 feet behind
	On Adjacent Lot	18 feet

Correct numbering after 28-13-3 correct 28-13-2 to 28-13-4

28-13-4(7) Garages, accessory buildings, sheds, carports and distances from the property lines when associated with a use that is not a dwelling will be evaluated during a site plan review as established in § 28-3-10. Distances outlined above, for a dwelling, will be used as a guide and where the use being evaluated is adjacent to a lot with an existing dwelling the distances

outlined above will be followed. Consideration for reducing distances during site plan review will be based upon mitigation proposed to reduce impact upon adjacent properties.

TABLE 14.2 ^{118, 198}		RESIDENTIAL ZONES					
USES		R-1-6	R-1-8	R-1-8a ²⁵	R-1-9 ^{21, 24}	R-1-10	R-1-15 ⁵²
P = Permitted C = Conditional N = Not Permitted A = Accessory ¹³⁴							
4.	Garages, accessory buildings, sheds, carports and uses customarily incidental to any permitted use. ¹⁶⁹	P	P	P	P	P	P
25.	Garages, accessory buildings, sheds, carports uses customarily incidental to any non-residential use. ¹⁶⁹	Structures will be evaluated along with application for primary use when evaluating a site plan as established in § 28-3-10					

TABLE 14.3 ^{118, 183}		RESIDENTIAL ZONES						
SITE DEVELOPMENT STANDARDS		R-1-6	R-1-8	R-1-8a ²⁵	R-1-9 ^{21, 24}	R-1-10	R-1-15 ⁵²	
3.	Minimum Yard Setbacks							
	1. Front							
	Main Street	35	35	35	35	35	35	
	Other Street	20	30	25	30	30	30	
	2. Side ¹⁶⁹							
	Interior Lot – Dwelling	8/10 ^b	8/10 ^b	5/8 ^b	8/10 ^b	10/10 ^b	10/10 ^b	
	Facing Main Street – Dwelling	35	35	35	35	35	35	
	Facing Other Street - Dwelling	20	20	20	20	20	20	
	Detached Garages	Distances are the same as exist for a dwelling						
	Accessory Building Side Yard Interior	3' rated structure, 5' non rated structure						
	Accessory Building Side Yard facing a Street	20	20	20	20	20	20	
	Shed	3	3	3	3	3	3	
	3. Rear ¹⁶⁹							
	Main Building and Detached Garages	25	25	25	25	30	30	
	Main Building Main Street and Detached Garages	35	35	35	35	35	35	
	Accessory Buildings and Sheds	3	3	3	3	3	3	
	Accessory Building Side Yard facing a Street	20	20	20	20	20	20	
Shed	3	3	3	3	3	3		
4.	Building Height							
	1. Main Building							
	Minimum Stories	1	1	1	1	1	1	
	Maximum Stories	2½	2½	2½	2½	2½	2½	
	Maximum Height (feet)	35	35	35	35	35	35	
	2. Other Structures ¹⁶⁹							
	All	Maximum Stories	1	1	1	1	1	1
	Accessory Building	Minimum Height (feet)	12	12	12	12	12	12
	Maximum Height (feet)	25	25	25	25	25	25	
Accessory	Minimum Height (feet)	12	12	12	12	12	12	

TABLE 14.3 ^{118, 183}			RESIDENTIAL ZONES					
SITE DEVELOPMENT STANDARDS			R-1-6	R-1-8	R-1-8a ²⁵	R-1-9 ^{21, 24}	R-1-10	R-1-15 ⁵²
Building Large Lot	Maximum Height (feet)		30	30	30	30	35	35
	Shed	Minimum Height (feet)	6	6	6	6	6	6
		Maximum Height (feet)	16	16	16	16	16	16
7.	Garages, accessory buildings, sheds, carports and distances from the property lines when associated with a use that is not a dwelling will be evaluated during a site plan review as established in § 28-3-10. Distances outlined above, for a dwelling, will be used as a guide and where the use being evaluated is adjacent to a lot with an existing dwelling the distances outlined above will be followed. Consideration for reducing distances during site plan review will be based upon mitigation proposed to reduce impact upon adjacent properties.							

^a Corner lots not to be included in averaging.

^b ~~When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21 feet on one side of the dwelling.~~

^c Reserved

^d Reserved

^e Reserved

^f Reserved

^g The accessory building size is limited by the overall impervious surface ratio of the rear yard.

^h The impervious surface ratio is calculated based upon the impervious surface within any required side or rear yard minimum setback.

ⁱ Applies to subdivisions approved after March 30, 2005. For subdivisions approved prior to March 30, 2005, the Single Dwelling Unit Footprint is 950 square feet and minimum living space is 950 feet for all "R" zones.¹²⁶

28-15-2(5) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, incidental to any permitted use.

28-15-3(3) Garages, Accessory Buildings, Sheds, and Carports, as defined in this Title, approved during site plan review and incidental to an approved conditional use.

Table 15.4			NUMBER OF DWELLINGS					
MINIMUMS			1	2	3	4	5	6
Lot Area Square Feet			6,000	7,500	10,750	14,500	16,500	21,500
Lot Width			60	75	85	85	90	100
Yard Set-Backs ^a	Front		20	30	30	30	30	30
	Side, ^d (interior)	Dwelling	10	20	20	20	20	20
		Other Main Building	10	20	20	20	20	20
	Side, ^d (exterior)	Major Streets	30 feet					
		Other Streets	20 feet					
	Rear			25 feet				
Garages, Accessory Buildings, Sheds, and Carports			Distances from the property lines will be evaluated during a site plan review as established in § 28-3-10. Distances outlined above, for a dwelling, and in the "R" Zones for the type of structure will be used as a guide. Consideration for reducing distances during site plan review will be based upon mitigation proposed to reduce impact					

		upon adjacent properties.
Building Height ¹⁶⁹	Minimum	1 story
	Maximum	2 ½ story or 35 feet
	Accessory Building	Minimum 12 feet, Maximum 20 feet, Maximum 1 story
	Shed	Minimum 6 feet, Maximum 16 feet, Maximum 1 story
Building Size ¹⁶⁹	Dwelling	850 square feet minimum except townhouses and other similar attached 2-story units may have a ground floor minimum of 550 square feet
	Accessory Building	600 square feet maximum per unit.
	Shed	200 square feet maximum individual structure per unit.

^a Exception: Front setback from any Major Street shall be a minimum of 35 feet

~~^d When an attached structure meeting the parking requirements of § 28-4 is not included with construction plans for a dwelling the side lot setback requirements shall be increased by 21 feet on one side of the dwelling.~~

TABLE 19.4 ^{61, 123} PERFORMANCE ZONE USES		DESIGN REVIEW	PERMITTED/ CONDITIONAL	GENERAL USE CATEGORY (SEC. 15)	
1.000	RESIDENTIAL				
1.100	Single-Family Residences (see section 19.29)				
1.150	Immediate Family Dwelling Unit (see section 19.29)				
1.200	Two-Family Residences (see section 19.29)				
1.400	Miscellaneous, rooms for rent situations				
	1.410	Bed and Breakfast	DR	P	Commercial
	1.420	Tourist homes and other temporary residences renting by the day or week	DR	P	Commercial
	1.430	Hotels, motels, and similar business or institutions providing overnight accommodations	DR	P	Commercial
1.500	Temporary on site storage containers for emergency construction or repair of residences, with the following stipulations a. Must be placed on a Hard Surface b. Can only be present for 3 months out of a 12 month period			P	Footnote ^a
1.600	Home Business ¹⁷⁹			P	
1.700	Garage and Yard Sales ¹⁷⁹			P	
1.800	Garages, accessory buildings, sheds, and carports when associated with a residential use will be evaluated per Table 19.29.2				
23.000	Garages, accessory buildings, sheds, and carports when associated with a use that is not a residential use will be evaluated during the site plan review as established in § 28-3-10.				

Table 19.29.2 Development Standards				Conventional Subdivision	Performance Subdivision ^a	
1.	Minimum Lot Frontage	Interior Width		65	None	
		Corner Width		65	None	
2.	Minimum Yard Setbacks (feet)	1.	Front	Main street	35	35
				Other street	20	20
		2.	Side	Interior lot	8/10	20
				Facing major street	35	35
				Facing other street	20	20
		Garages, accessory buildings, sheds, and carports		3 feet rated 5 feet non-rated	3 feet rated 5 feet non-rated	
		3.	Rear	Main building	25	25
Garages, accessory buildings, sheds, and carports	3 feet rated 5 feet non-rated			3 feet rated 5 feet non-rated		
3.	Building Height	Minimum stories		1	1	
		Maximum stories		2.5	3	
		Maximum feet		35	35	
		Garages, accessory buildings, sheds, and carports		6' minimum, 1 story max, ≤ to main building on lot	6' minimum, 1 story max, ≤ to main building on lot	
4.	Building First Floor Area (sq. ft.)	Dwelling unit minimum		850	800	
		Garages, accessory buildings, sheds, and carports		850	Evaluated during a site plan review as established in § 28- 3-10.	
5.	Impervious Surface Ratio	25% The impervious surface ratio is calculated based upon the impervious surface within any required side or rear yard minimum setback.				

^a Applies to building rather than individual units

SECTION 2. Planning Commission Action. Reviewed in a public hearing the 3rd day of February 2015, by the Clinton City Planning Commission and recommended for approval (rejection) through a motion passed by a majority of the members of the Commission based upon the following findings.

- Proposed changes do affectively clarify the intent of the ordinance.
- Proposed changes do not adversely affect the effectiveness of the ordinance and are in line with the intent of the General Plan.

January 2, 2015
NOTICE PUBLISHED

DAVE COOMBS
CHAIRMAN

SECTION 3. Severability. In the event that any provision of this Chapter is declared invalid for any reason, the remaining provisions shall remain in effect.

SECTION 4. 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 24th day of February, 2015.

January 2, 2015
NOTICE PUBLISHED

L. MITCH ADAMS
MAYOR

ATTEST:

DENNIS W. CLUFF
CITY RECORDER

Posted: _____

CLINTON CITY COUNCIL MINUTES

2267 North 1500 W

Clinton UT 84015

MAYOR

L. Mitch Adams

CITY COUNCIL

Councilmember Anna Stanton

Councilmember Mike Petersen

Councilmember Karen Peterson

Councilmember Barbara Patterson

Clinton City Council	February 10, 2015	Call to Order: 7:02 P.M.
Staff Present	City Manager Dennis Cluff, Community Development Director Lynn Vinzant, Public Works Director Mike Child, Recreation Director Bruce Logan, Police Chief Bill Chilson and Lisa Titensor recorded the minutes.	
Citizens Present	TJ Beddes, Vanessa Sorenson, Daniel Funk, Bill, Brandon Wilson, Syringa Networks, Kaytlyn Hunsaker, Becca Flitton, Richard Murdock, Fred Foerster, Kathy Murdock, Bryce Wilcox	
Pledge of Allegiance	Councilmember Patterson	
Prayer or Thought	Mike Child	
Roll Call & Attendance/ Excused Were:	Councilmember Stanton was excused.	
A. EMPLOYEE OF THE MONTH FOR JANUARY 2015 – RICHARD MURDOCK		
Petitioner	Police Chief Bill Chilson, Dennis Cluff	
Discussion	<p>Chief Chilson reported the Police Department has selected Richard Murdock for employee of the month for January 2015. Officer Murdock recently applied for and received a grant on behalf of the Police Department, resulting in the award of 6 Automatic External Defibrillators. These AED's provide the officers a valuable resource to provide assistance on emergency calls for service. The estimated value of the equipment is \$4,875.</p> <p>Chief Chilson further reported that in addition to Officer Murdock having a strong work history with Clinton City as a Police Officer, he has consistently utilized his medical expertise as an EMT in the service of Clinton residents and the Police Department.</p> <p>Chief Chilson said he is pleased to recognize Officer Richard Murdock as employee of the Month for January 2015.</p> <p>Officer Murdock expressed appreciation for the award.</p> <p>Mayor Adams expressed appreciation for Officer Murdock's dedication and service to Clinton City and presented him with an award.</p>	
B. CONCESSION AGREEMENT RENEWAL		
Petitioner	Dennis Cluff, Recreation Director Bruce Logan	
Discussion	<p>Mr. Logan explained that All Star Concessions contracted to provide the service for concessions for the City over the past year; they did a great job. Staff is pleased with how well it went and would like to extend the contract for the next five years. The owners of All Star Concessions reside here in Clinton and are very happy to provide the concession services for the City. They run concession for the little league ball games at West Clinton and here at the City Park softball complex and the football fields. In addition, they also set up a trailer on Heritage days. They are dependable, customer friendly and easy to deal with. He said he highly recommends the approval of the contract extension.</p>	

	<p>Mr. Cluff said that overall it has provided a cost savings to the City.</p> <p>Councilmember K. Peterson expressed concern that five years may be too long a time for a contract such as this.</p> <p>Mr. Cluff clarified that the contract does allow an option for the Concessionaires to terminate the contract early with a 90 day notice.</p> <p>Councilmember M. Petersen commented that he as well feels that five years may be too long. He suggested having a yearly renewal option to help encourage a consistent performance level.</p> <p>Mayor Adams said that he would be more in favor of a three year agreement.</p>
CONCLUSION	<p>Councilmember M. Petersen moved to approve the Concessionaires agreement for three years. Councilmember K. Peterson seconded the motion. Voting by roll call is as follows: Councilmember M. Petersen, aye; Councilmember K. Peterson, aye; Councilmember Patterson, aye.</p>
<p>C. ORDINANCE 15-02, ADDING CHAPTER 27, TELECOMMUNICAITONS CABLE, TO TITLE 9, ENGINEERING STANDARDS AND SPECIFICATIONS</p>	
Petitioner	<p>Administration</p>
Discussion	<p>Mr. Vinzant explained that this ordinance will establish requirements for permits and design installation of telecommunication cables within the public right of way with 66 foot road right of way plus easements. The easements vary depending on the subdivision. The two procedures it requires submittal of the complete drawings with a profile and the plan view which identifies where the cable will be in relationship to utilities. A 6 foot minimum distance is required for City infrastructure and one foot from other utilities.</p> <ul style="list-style-type: none"> ▪ Title 9, is Engineering and Standard Specifications and Standard Drawings. ▪ Chapter 27 will establish standards for the installation of underground telecommunication cables. ▪ In the past, when the placement of these cables was not regulated the method of installing, blind boring, would result in the cables going through underground utilities, sewer laterals, mains, storm drain, and other utilities. The boring machine doesn't know the difference between a plastic pipe and any other tough item underground. ▪ This ordinance will require the installers to preplan and verify depths of other utilities and will no longer allow "blind boring". <p>This ordinance is a result of industry practices that caused the problem.</p>
CONCLUSION	<p>Councilmember Patterson moved to adopt Ordinance 15-02, adding Chapter 27, Telecommunications Cable to the Clinton City Code of Ordinances. Councilmember K. Peterson seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember M. Petersen, aye; Councilmember K. Peterson, aye.</p>
<p>D. RESOLUTION 04-15, TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH SYRINGA NETWORKS, LLC</p>	
Petitioner	<p>Dennis Cluff</p>
	<p>Mr. Cluff identified that Syringa Networks, LLC, of Boise, Idaho is seeking this Franchise Agreement with Clinton City in order to install and provide fiber optic cable within the City. However, this is NOT an agreement allowing Syringa to provide cable TV or community antenna business to the residents of Clinton. If that kind of service is ever desired by Syringa, they would need to secure a separate franchise agreement from the City.</p> <p>According to their preliminary plan, Syringa will use the Rights of Way (mostly along State corridors) to install underground fiber optic cable to at least one primary location. With this Franchise, they may amend their cable through following the City requirements.</p>

Though this is technically a Franchise Agreement, no ongoing revenue is anticipated through this service since they will not be “retailing” it to the public. They will offer the fiber optic service to other businesses which provide direct services to the public.

Mr. Cluff clarified that the previously adopted Telecommunication Rights of Way Ordinance is attached to this Franchise Agreement and adopted by reference in the Agreement.

The Council expressed concern that the contract state that service will not be allowed to be provided to residential customers. They asked for paragraph 1.4 to be modified to make sure that this is clearly identified in the agreement.

Brandon Wilson representing Syringa Networks addressed the Council and explained that Syringa is a broadband provider. They offer services to commercial enterprise customers; they do not sell to residential customers. The end user provides the return on franchise.

CONCLUSION

Councilmember Patterson moved to adopt Resolution 04-15, approving the Franchise Agreement with Syringa Networks, LLC. Councilmember M. Petersen seconded the motion. Voting by roll call is as follows: Councilmember M. Petersen, aye; Councilmember K. Peterson, aye; Councilmember Patterson, aye.

E. TABLED FROM JANUARY 27, 2015 – PUBLIC HEARING, ORDINANCE 15-01Z – REVIEW AND ACTION UPON A RECOMMENDATION FROM THE PLANNING COMMISSION CONCERNING CHANGE TO THE CLINTON CITY ZONING ORDINANCES; § 28-2 DEFINITIONS DEALING WITH GARAGES, ACCESSORY BUILDINGS, CARPORTS, AND SHEDS; § 28-3-25 GARAGES, ACCESSORY BUILDINGS, SHEDS, CARPORTS; § 28-12 THRU 28-15, AND 28-19 SUBSECTIONS DEALING WITH GARAGES, ACCESSORY BUILDINGS, SHEDS, AND CARPORTS

Petitioner Community Development

The City Council discussed the proposed ordinance as recommended by the Planning Commission.

Discussion	This change is intended to remove conflicts within the ordinance and clarify the intent of the sections dealing with Garages, Accessory Buildings, Carports and Sheds.	
	Old	Amended
	Definitions	Clarified definitions for Garages, Accessory Buildings, Carports and Sheds, no significant changes from previously intended. Relocated requirements from definitions to Chapter 3 Regulations Applicable to All Zones. Defined “Major Street”.
	Ch 3, Elderly Apartments, Residential Facility for elderly Persons, Nursing Homes	Assisted Living Facility with Resident Drivers: kept the number of spaces required. Assisted Living Facility no Resident Drivers; number of parking per bed from 1/4 to 1/2
	Single Family Dwelling Parking Requirements: there was a conflict regarding if a structure was required.	Clarified, two parking spaces required can be pads, carport, or garage. If a pad then side lot set back requirements are increased by 21-feet.
	2, 3, and 4 Plex Parking Requirements: there was a conflict regarding if a structure was required.	Clarified, parking requirements are evaluated as part of the site plan review.
	Due to changes in surface required for parking there became a conflict between hard surface or gravel for access to required parking or additional parking.	Clarified, access to required parking must be hard surface from street to required parking. Access to additional parking must have a hard surface to the parking unless the parking is behind a solid gated fence then hard surface to the gated fence.
	Clarified surface for required parking vs. additional parking	All required parking shall be hard surface. All additional parking shall be hard surface unless behind a solid gated fence.
Table 12.4.1	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling.	

Table 12.4.3	Clarified Accessory Garage/Carport; Detached Garage/Carport
A-1 Zone, Chapter 12, Accessory buildings permitted	Clarified that Garages, Accessory Buildings, Sheds and Carports are permitted
AE Zone, Chapter 13	Clarified that Garages, Accessory Buildings, Sheds and Carports are permitted
Table 13.4.1	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling.
Table 13.4.3	Clarified Accessory Garage/Carport; Detached Garage/Carport
28-13-4(7) added	Established evaluation process for Garages, accessory buildings, sheds, and carports that are for a use other than SF residential.
Table 14.2	Clarified item 4 and added 25 for non SF residential uses.
Table 14.3	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses
28-15-2 & 3	Clarified and established procedure for non SF residential uses
Table 15.4	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses
Table 19.4 & 19.29.2	Clarified setback requirements established in building codes, added footnote requiring additional setback when a carport or garage is not built on a dwelling. Established requirements for non SF residential uses

The Council felt that a two car garage should be required for new construction homes. They discussed parking and agreed that for additional parking gravel is an acceptable option. Additionally, they felt that lawn mowers and/or ATV's should be allowed to be parked in a shed or accessory building in the back yard. Parking in the front should be allowed on gravel or hard service and parking and access in the back yard should not be regulated.

Mayor Adams acknowledged that the public hearing remained open from the last meeting and asked for additional public comment, there was none. He declared the public meeting will stay open to the next City Council meeting.

CONCLUSION
Councilmember Patterson moved to table Ordinance 15-01Z to the February 24, 2015 City Council meeting to allow staff to make changes to the ordinance to require a two car garage, allow storage in sheds or accessory buildings in the back yard and modify parking requirements. The public hearing is to remain open. Councilmember M. Petersen seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, aye; Councilmember Patterson, aye; Councilmember M. Petersen, aye.

F. CHLORINATION STATION BID AWARD

Petitioner	Public Works										
Discussion	<p>Mr. Vinzant reviewed the following information related to the construction bid, and equipment bids for the Chlorination Station.</p> <p>Patriot Construction is the low bidder for project construction and Wetco is the low bidder for the equipment.</p> <p>Staff has received a complaint that Patriot Construction does not have the correct license for this project. Staff will verify Patriot's license through DOPL prior to finalizing acceptance of the bid; if their license is not sufficient, a special meeting will need to be called to award the bid to the next lowest bidder.</p> <table style="margin-left: 40px;"> <tr> <td>Construction</td> <td>\$158,965 (contingent on verification of license)</td> </tr> <tr> <td>Equipment</td> <td>\$ 30,220 (scales, pumps, etc.)</td> </tr> <tr> <td>Rocky Mountain Power</td> <td>\$ 3,000 (move transformers and supply new power lines)</td> </tr> <tr> <td>Telemetry</td> <td>\$ 33,600 (upgrade existing system and software)</td> </tr> <tr> <td>Total</td> <td>\$225,785</td> </tr> </table>	Construction	\$158,965 (contingent on verification of license)	Equipment	\$ 30,220 (scales, pumps, etc.)	Rocky Mountain Power	\$ 3,000 (move transformers and supply new power lines)	Telemetry	\$ 33,600 (upgrade existing system and software)	Total	\$225,785
Construction	\$158,965 (contingent on verification of license)										
Equipment	\$ 30,220 (scales, pumps, etc.)										
Rocky Mountain Power	\$ 3,000 (move transformers and supply new power lines)										
Telemetry	\$ 33,600 (upgrade existing system and software)										
Total	\$225,785										

	<p style="text-align: center;">Engineer’s Estimate \$264,000</p> <p>Bryce Wilcox of JUB Engineers reviewed a memo he wrote to Mr. Child on Feb 4, 2015 which is included in the staff report. He explained that the entire project was initially built around the Waterford System because that is the system used by other nearby cities and is system JUB is familiar with. With direction from the City, they sought another bid. Because the equipment is not specific it has been a process to compare and evaluate the notable differences in the equipment.</p> <p>He explained that both are good systems, but his preference would be the Waterford System due to their history and performance in the area. The basis for this recommendation is that 1) While not a fault of Wetco’s, Waterford Systems has been a party to more frequent and in-depth discussions regarding the project background, purpose, and available options. 2) The difference in proposed equipment and the importance of such equipment to fulfill the purposes of the project. 3) Feedback and track record of the equipment from other respected municipalities and districts.</p> <p>Mr. Child clarified that the intent is to pump additional chlorine into the culinary water supply as a standard procedure to maintain adequate chlorine levels through out the entire system year round.</p> <p><i>Mayor Adams directed Mr. Child to research the cost of chlorine to help the Council evaluate future budget needs.</i></p> <p>Mr. Wilcox clarified that the state permit is not to chlorinate the system but to boost the chlorination level. Downstream there will be an additional chlorine residual meter to monitor and calibrate chlorine needs. The chlorine will be regulated with a flow meter installed in the main line that will operate based on volume levels flowing through the pipe. An additional chlorine residual meter will be installed at the lift station at the end of the system. The pumps are variable frequency to ramp up or down depending on the volume levels of the water.</p> <p>Mayor Adams expressed concern over accurate readings by the residual pump at the lift station based on the potential of delays due to the volume of waste water.</p> <p>Mr. Wilcox responded he will discuss this concern with his JUB colleague who has been working on the project with him. He clarified that sensors and safety features are designed into the program.</p> <p>The Council decided to postpone the decision on the purchase of the equipment to allow staff time to research the cost and lead time for replacement components of the equipment.</p>
<p>CONCLUSION</p>	<p>Councilmember K. Peterson moved to award the bids on the construction, RMP and telemetering items contingent on verification of the required contractor’s license by the lowest bidder with direction to staff to research lead time on replacement components for the equipment portion of the project. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember Patterson, aye; Councilmember K. Peterson, aye; Councilmember M. Petersen, aye.</p>
<p>Approval of Minutes</p>	<p>Councilmember Patterson moved to adopt the January 27, 2015 Clinton City Council Minutes as amended <i>correcting the motion for Res 03-15 to read: Councilmember M. Petersen moved to adopt Resolution 03-15, a resolution of support for transportation funding from the 2015 Legislature. Councilmember Patterson seconded the motion. All those present voted in favor of the motion; and correcting the date of resignation of Councilmember Mitchell from January 27 to January 26, 2015 and removing “resigned” from the comment</i></p>

	section on the record. Councilmember K. Peterson seconded the motion. All those present voted in favor of the motion.
Accounts Payable	Councilmember K. Peterson moved to pay the bills as presented. Councilmember Patterson seconded the motion. All those present voted in favor of the motion.
Planning Commission Report	Mr. Vinzant reported on the February 3, 2015 Clinton City Planning Commission Meeting as recorded in the minutes.
City Manager	<ul style="list-style-type: none"> • The City offices will be closed n Monday, February 16 in honor of President's day. • The Parks Advisory Board will meet on Wednesday, Feb. 18 at 7 p.m.
Mayor	<ul style="list-style-type: none"> • He and staff met with the West Davis Corridor and the Shared Solution Coalition. The Shared Solution Coalition is of the opinion that the West Davis Corridor is not a necessity and development to the west should cease in favor of increased density in the City Center and walk ability. Mayor Adams stated he feels this is an unreasonable suggestion. They are requesting a response from Clinton City in writing. • Attended the Wasatch Front Regional Council open house; the Record of Decision will be coming forth in the near future. Expressed the desire for the project to be completed as quickly as possible especially through Clinton City. • Asked Mr. Vinzant to analyze deficiencies in parking requirements as it would pertain to multiple businesses within one structure. • Asked staff and JUB to make sure that the 3000 W project is inspected thoroughly and compactions are solid.
Councilmember Patterson	<ul style="list-style-type: none"> • Nothing at this time.
Councilmember K. Peterson	<ul style="list-style-type: none"> • Attended WFRC Open House. • Discussed the impact on traffic on 2000 West due to improvement projects on SR 193.
Councilmember M. Petersen	<ul style="list-style-type: none"> • Attended the recent RAB Meeting; they are proposing to do additional clean up measures.
Councilmember Stanton	<ul style="list-style-type: none"> • Excused
Lynn Vinzant	Asked for direction from the Council to apply for CDBG Funds; the Council gave direction to move forward with the application.
Mike Child	There will be a lot of road construction going on this year, several projects have already begun.
ADJOURNMENT	Councilmember M. Petersen moved to adjourn. Councilmember K. Peterson seconded the motion. All those present voted in favor. The meeting adjourned at 10:22 p.m.

CLINTON CITY COUNCIL MINUTES

**Mayor
L. Mitch Adams**

**City Council
Councilmember Mike Petersen
Councilmember Karen Peterson
Councilmember Barbara Patterson
Councilmember Anna Stanton**

Clinton City Council Meeting	Feb 17, 2015	Call to Order: 6:05 p.m.	2267 N 1500 W Clinton UT 84015										
Staff Present	City Manager Dennis Cluff; Community Development Director Lynn Vinzant, Public Works Director Mike Child and Lisa Titensor recorded the minutes.												
Citizens Present	There were none.												
Roll Call & Attendance	Mayor Adams asked for a roll call of City Councilmember's present.												
Excused Were	Councilmember Stanton												
A. CHLORINATION STATION BID													
	<p>Mr. Vinzant reported that the City is unable to choose the lowest bidder because after checking with DOPL as directed by the Council at the February 10, 2015 CC meeting, he does not hold the proper contractor's license. This type of construction requires an E100 license; Patriot Construction has a B100 license. England Construction, the second lowest bidder holds the E100 license.</p> <p>JUB researched the Mayor's concerns over lag in testing due to the distance from the water source to the testing equipment. By reducing the size of the service lateral to ¼", the size of the connection on the testing unit, the lag time is reduced to 2 minutes. JUB has been researching the source for an in line tester that was suggested by the Mayor; however the closest local representatives are on the east coast of Canada or Switzerland. The Switzerland manufacturer has responded but the Canadian manufacturer has not. Staff and JUB will continue researching. Either option of the ¼" lateral or the in line tester will require a manhole to be added over the main to either service the tester on the main or to change out the ¼" lateral if it becomes blocked. The cost for the manhole is \$6,700.</p> <p>England Construction is now considered the low bidder for project construction and Wetco remains the apparent low bidder for the equipment; however staff is awaiting a response concerning lead time and the required size of a Booster Pump.</p> <table> <tr> <td>Construction</td> <td align="right">167,577.50</td> </tr> <tr> <td>Additional Manhole</td> <td align="right">6,700</td> </tr> <tr> <td>Equipment</td> <td align="right">30,220</td> </tr> <tr> <td>RMP</td> <td align="right">3,000</td> </tr> <tr> <td>Telemetry</td> <td align="right">33,600</td> </tr> </table> <p>Total \$ 241,097.50 a change of \$15,312.50 not including any additional cost for an in line tester and infrastructure to support it.</p> <p>Engineer's Estimate \$264,000.00</p>			Construction	167,577.50	Additional Manhole	6,700	Equipment	30,220	RMP	3,000	Telemetry	33,600
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CONCLUSION	<p>Councilmember M. Petersen moved to award the Chlorination Station Bid to England Construction, the lowest bidder including the additional man hole, Rocky Mountain Power and Telemetry. Councilmember Patterson seconded the motion. Voting by roll call is as follows: Councilmember K. Peterson, aye; Councilmember</p>												

	<p>Mayor Adams provided the Council with a copy of the process they will follow for the selection of a candidate for the vacant City Council seat.</p> <p>He verified that the candidate appointed to the position will be sworn in at the meeting to participate in the regular City Council Meeting scheduled for 7 p.m.</p>
ADJOURNMENT	<p>Councilmember K. Peterson moved to adjourn. Councilmember Patterson seconded the motion. All those present voted in favor of the motion. The meeting adjourned at 6:15 p.m.</p>