



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

July 28, 2026

Live stream can be found on YouTube at [youtube.com/@ClintonCityUtah](https://www.youtube.com/@ClintonCityUtah)

This meeting may be attended electronically by one or more members.

7:00 PM REGULAR COUNCIL MEETING

1. Pledge of Allegiance
2. Invocation – Councilmember Jennifer Christensen
3. Roll Call

PUBLIC INPUT

A public member who wishes to address the Council will be allowed up to three minutes to make their presentation. According to the Utah State Code, the Council cannot vote on items not advertised on the agenda.

BUSINESS

1. Ordinance 26-06, Clinton City Code Updates - Continued Review of Title 2, Chapter 17 (Term Limits)
2. Analysis of Revenues
3. Authorization to Order Fire Apparatus
4. Pond Park Playground
5. Powerline Park Playground Replacement Request

CONSENT ITEMS

1. Resolution No. 21-26, Contract Addendum Robinson Waste Management
2. Rental/Lease Agreement for a Tractor to Maintain Open Space Areas
3. Award Contract for Well #2 Conduit Project
4. Approval of Minutes: July 14, 2026 City Council Work Session and City Council Meeting

OTHER BUSINESS

1. City Manager/Staff Reports
2. Council Reports
3. Mayor's Report
4. Action Item Review

CLOSED SESSION

Consider a motion to convene in a closed session pursuant to Utah Code §§ 52-4-204 and 52-4-205(1)(e) for a strategy session regarding the potential sale/purchase of real property.

ADJOURN

Dated this 21 day of July 2026
/s/Lisa Titensor, Clinton City Recorder

- **Supporting documentation for this agenda is posted on the Clinton City website at www.clintoncity.com and on the Utah Public Notice Website www.utah.gov/pmn**
- **In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Lisa Titensor, City Recorder, at (801) 614-0700 at least 24 hours prior to the meeting.**
- **This meeting may involve electronic communications for some members of this public body. The anchor location for the meeting shall be the Clinton City Council Chambers at 2267 N 1500 W Clinton UT 84015. Elected Officials at remote locations may be connected to the meeting electronically to participate.**
- **Notice is hereby given that by motion of the Clinton City Council, pursuant to Utah State Code Title 52, Chapter 4 sections 204 & 205, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.**
- **The order of agenda items may change to accommodate the needs of the city council, staff and/or public**

Mayor
Marie Dougherty

City Council
Spencer Arave
Jennifer Christensen
Chris Danson
Adam Larsen
Dane Searle

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	July 28, 2026				
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION	
PETITIONER(S):	Mayor Dougherty				
TYPE OF VOTE:	ROLL CALL	X	VOICE		
SUBJECT:	Ordinance 26-06, Repealing Chapter 2-17 (Municipal Term Limits) of the Clinton City Code.				
RECOMMENDATION:	Approve Ordinance 26-06 as presented.				

SUMMARY:

Ordinance No. 26-06 repeals Chapter 2-17 (Municipal Term Limits) of the Clinton City Code, which was adopted in 2025. During the public hearing on July 14, 2026, the City Council requested additional time to review legal guidance concerning the authority of municipalities to establish term limits before taking final action.

The attached ordinance allows the Council to repeal Title 2, Chapter 17, if desired, on the basis that municipal term limits might not comply with state code. Alternate motions may be offered should the Council wish to proceed in a different direction.

Utah Code § 20A-9-203 establishes the qualifications for candidates seeking municipal office. Based on guidance provided by the Utah League of Cities and Towns, municipalities may not have authority to impose additional qualifications or disqualifications by ordinance, including term limits, because state law specifies those qualifications. Accordingly, the proposed ordinance repeals Chapter 2-17 in its entirety.

ATTACHMENTS:

- Ordinance No. 26-06
- Red-line Draft Title 2
- Clean Draft Title 2

TITLE 2. ADMINISTRATION

- Chapter 1. General
- Chapter 2. Municipal Government
- Chapter 3. Mayor
- Chapter 4. Meetings - Voting
- Chapter 5. Public Meetings, Executive Sessions, Records and Publication, Procedure
- Chapter 6. Office of City Manager
- Chapter 7. City Officers Generally
- Chapter 8. Planning Commission
- Chapter 9. Clinton City Justice Court
- Chapter 10. Claims Against Municipality
- Chapter 11. Records Access and Management
- Chapter 12. City Treasurer
- Chapter 13. Utility Customer Deposits, Delinquent Accounts and Water Disconnects
- Chapter 14. Establishment of the Clinton City Community Arts Board
- Chapter 15. Civil Rights

Chapter 1. General

- 2-1-1 Legislation
- 2-1-2 Ordinances - Enacting Clause
- 2-1-3 Ordinances - Numbering
- 2-1-4 Purpose of Resolutions
- 2-1-5 Form of Resolution
- 2-1-6 Resolutions Need no Publication Effective Date
- 2-1-7 Bonds for Elected and Appointed City Officials

2-1-1 Legislation. Except as otherwise specifically provided, the City Council shall exercise its legislative powers through ordinances.

History: 9/84

2-1-2 Ordinances - Enacting Clause. The enacting clause of all ordinances of the City shall be in the following form: "Be it ordained by the City Council of Clinton City." No enacting clause shall be used in any section of any ordinance except the first section.

History: 9/84

2-1-3 Ordinances - Numbering.

(1) The Recorder shall, insofar as possible, assign all ordinances of a general nature adopted after these revised ordinances a number. The first number of such an ordinance shall be the last two (2) digits of the year the ordinance is adopted, followed by a dash which is followed by a number which shall be a

sequential, ascending number indicating the order in which such ordinance was adopted during the year.

(2) All ordinances of a local, private or temporary nature, including franchises, grants, dedications, bond issues and tax levies may be maintained in a separate book of "Special Ordinances," properly indexed and organized according to date adopted. These ordinances shall be numbered in the manner indicated in the preceding paragraph.

(3) Failure to comply with this section shall not affect or render invalid any ordinance of this municipality.

History: 8/36, 9/84

2-1-4 Purpose of Resolutions. Unless otherwise required by law, the City Council may exercise all administrative powers by resolution including, but not limited to:

- (1) Establishing water and sewer rates;
- (2) Charges for garbage collection and fees charged for municipal services;
- (3) Establishing the personnel policies and guidelines; and

(4) Regulating the use and operation of municipal property. Punishment, fines or forfeitures may not be imposed by resolution.

History: 9/84

2-1-5 Form of Resolution. Any resolution passed by the City Council shall be in a form and contain sections substantially similar to that prescribed for ordinances.

History: 9/84

2-1-6 Resolutions Need no Publication Effective Date. Resolutions may become effective without publication or posting and may take effect on passage or at a later date as the City Council may determine, but resolutions may not become effective more than three (3) months from the date of passage.

History: 9/84

TITLE 2. ADMINISTRATION

Chapter 1.	General
Chapter 2.	Municipal Government
Chapter 3.	Mayor
Chapter 4.	Meetings - Voting
Chapter 5.	Public Meetings, Executive Sessions, Records and Publication, Procedure
Chapter 6.	Office of City Manager
Chapter 7.	City Officers Generally
Chapter 8.	Planning Commission
Chapter 9.	Clinton City Justice Court
Chapter 10.	Claims Against Municipality
Chapter 11.	Records Access and Management
Chapter 12.	City Treasurer
Chapter 13.	Utility Customer Deposits, Delinquent Accounts and Water Disconnects
Chapter 14.	Establishment of the Clinton City Community Arts Board - <i>Repealed</i>
Chapter 15.	Civil Rights
Chapter 16.	Establishment Of Administrative Code Enforcement
Chapter 17.	Term Limits - <i>Repealed</i>

Chapter 1. General

2-1-1	Legislation
2-1-2	Ordinances - Enacting Clause
2-1-3	Ordinances - Numbering
2-1-4	Purpose of Resolutions
2-1-5	Form of Resolution
2-1-6	Resolutions Need no Publication Effective Date
2-1-7	Bonds for Elected and Appointed City Officials

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History: 9/84

Chapter 17 Term Limits for Elected and Appointed Officials**2-17-1 Definitions**

Elected Official: ~~The Mayor and members of the City Council of Clinton City.~~

Appointed Official: ~~Members appointed to the Clinton City Planning Commission and RAP Tax Committee.~~

Term: ~~For Mayor and Councilmembers a term is a four-year period of elected service. For Planning Commissioners and RAP Tax Committee Members a term is a three-year period of appointed service.~~

Consecutive Terms: ~~Terms served without a full term break in service.~~

Partial Term: ~~Appointment or election to serve more than half of a standard term.~~

Appointed Service (for Mayor/Council): ~~Any time served by appointment before election shall not count toward the term limit.~~

2-17-2 Term Limits**1. Mayor.**

~~1. No person shall serve more than two (2) elected four year terms as Mayor. Time served by appointment shall not apply toward this limit.~~

2. City Council Member.

~~1. No person shall serve more than two (2) elected four year terms as a Councilmember. Time served by appointment shall not apply toward this limit.~~

3. Planning Commission Member.

~~1. No person shall serve more than three (3) appointed three year terms as a Planning Commissioner.~~

4. RAP Tax Committee Member.

~~1. No person shall serve more than three (3) appointed three year terms as a member of the RAP Tax Committee.~~

5. Partial Terms.

~~1. A "partial term" is defined as any term to which an individual is appointed or elected to fill a vacancy before the natural expiration of the original term. Service in a partial term shall not count toward the term limit restrictions of this ordinance.~~

Repealed by Ordinance 26-06

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	July 28, 2026
CONSENT AGENDA	
BUSINESS AGENDA	X
RECOGNITION	
PETITIONER(S):	Trevor Cahoon, City Manager / Cory Christensen, Finance Director
TYPE OF VOTE:	DISCUSSION
SUBJECT:	General Fund Revenue Attribution Analysis

RECOMMENDATION: Review the preliminary General Fund revenue attribution analysis and provide policy direction regarding how major revenues should be associated with City services and future funding needs.

SUMMARY:

The City Manager has reviewed the City's General Fund revenues and developed a preliminary model that attributes each revenue source to the department or service most closely connected to that revenue. After assigning direct and program-related revenues, property tax and sales tax were distributed to cover the remaining cost of City operations. The City Manager will present the analysis with support from the Finance Director.

The FY 2026-2027 General Fund budget includes approximately \$16.8 million in revenue. The current working model assigns direct revenues first and then uses the City's major tax sources to balance departmental expenses. This exercise is intended to make the City's funding structure more understandable and to begin identifying whether the current use of property tax, sales tax, franchise tax, and other revenues reflects the Council's long-term priorities.

The presentation is preliminary and is intended to begin a policy discussion rather than produce final answers. Questions for discussion include whether it is appropriate for a substantial share of sales tax to support Police and Fire; whether a larger share of property tax should be dedicated to public safety; and whether shifting property tax toward public safety would result in more sales tax supporting Parks and Recreation. Ideally, a greater portion of sales tax could be available for capital improvement needs, including streets. However, the City currently relies on property tax and other General Fund revenues to support street operations and projects.

Franchise tax is generated through the use of the City's rights-of-way and could reasonably be associated primarily with streets and right-of-way costs. The current budget does not dedicate the full amount of franchise tax to those purposes. The analysis also shows that Recreation currently generates approximately one-third of the revenue needed to operate the department, leaving an approximate two-thirds taxpayer subsidy. Staff recommends exploring ways to diversify Recreation revenue and move toward a target of at least one-half cost recovery over time, while continuing to consider affordability and community access.

The proposed Transportation Utility Fee may provide additional resources for the City's growing street workload. As currently contemplated, however, the fee would support additional work and service needs rather than replace revenue already committed in the existing budget. It therefore does not, by itself, resolve the City's broader revenue allocation challenges.

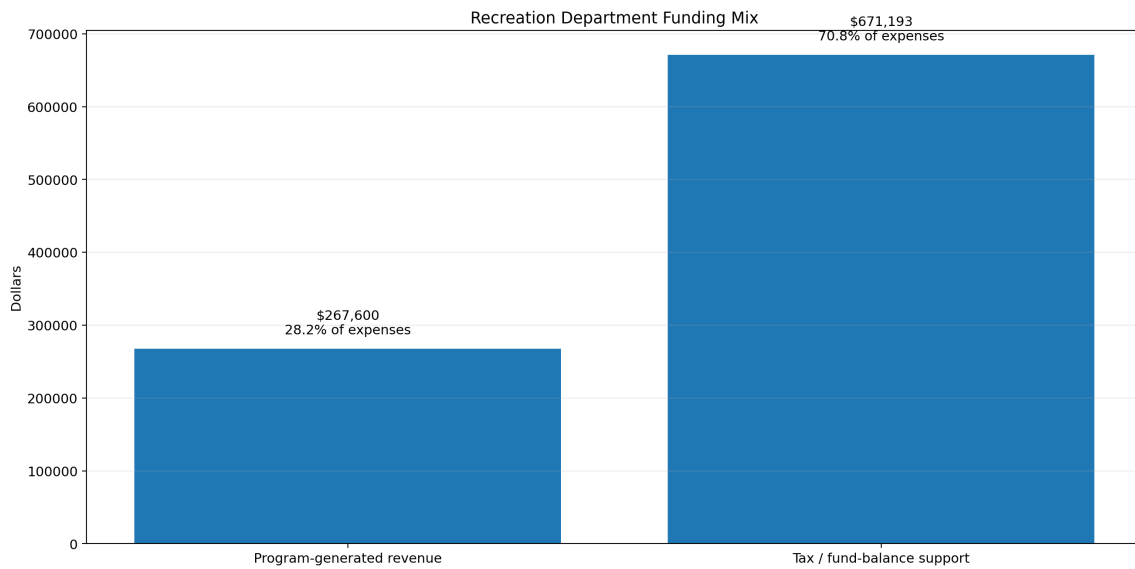
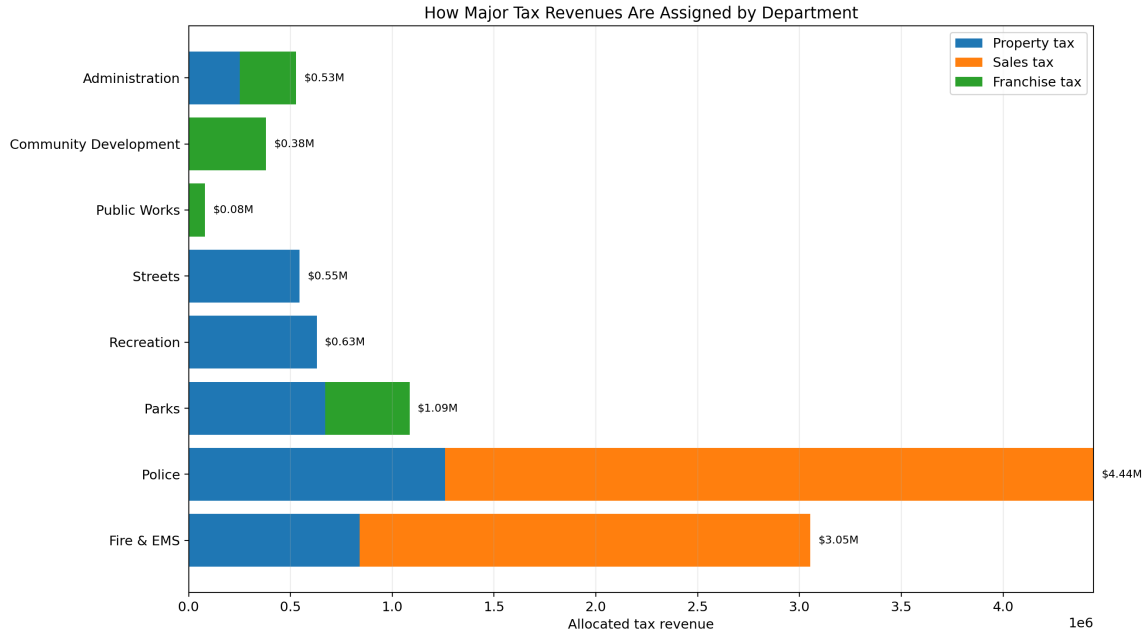
The long-term goal is to clearly understand where property tax and other major revenues are being spent and to establish reasonable funding guidelines. This would allow future tax or fee increases to be connected to the service or capital need they are intended to support. Staff recognizes that the City's current funding structure developed over many years and that creating a cleaner, more navigable system will require gradual changes over multiple budget cycles.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this discussion. Any changes to revenue allocations, service subsidies, tax policy, fees, or departmental funding would be evaluated through future budget processes and brought to the City Council for consideration.

ATTACHMENTS:

- General Fund Revenue Attribution Analysis



Budgeted recreation expense: \$948,496. Program-generated revenue excludes taxes and use of fund balance.

CLINTON CITY FINAL BUDGET																		
Fiscal Year 2026-2027 General Fund Revenue Attribution Analysis																		
Budget			Department Revenue Attribution															
Account NumberAccount NameFY 26-27 Budget			Administration		Community Development		Public Works		Streets		Recreation		Parks		Police		Fire & EMS	
			Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount
Taxes																		
3110	Base Year Property Tax	\$4,194,875	6.0%	\$251,693	-	-	13.0%	\$545,334	15.0%	\$629,231	16.0%	\$671,180	30.0%	\$1,258,463	20.0%	\$838,975		
3110	Estimated Property Tax from New Growth			-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3115	Vehicle Fee	\$260,000	100.0%	\$260,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
3120	Prior Property Taxes	\$5,000	100.0%	\$5,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
3130	Sales Tax	\$5,400,000	-	-	-	-	-	-	-	-	-	-	59.0%	\$3,186,000	41.0%	\$2,214,000		
3140	Franchise Taxes	\$1,150,000	24.0%	\$276,000	33.0%	\$379,500	7.0%	\$80,500	-	-	36.0%	\$414,000	-	-	-	-	-	
3199	Total Taxes	\$11,009,875		\$792,693	\$379,500	\$80,500		\$545,334		\$629,231		\$1,085,180		\$4,444,463		\$3,052,975		
Licenses And Permits																		
3210	Business Licenses	\$78,000	10.0%	\$7,800	70.0%	\$54,600	20.0%	\$15,600	-	-	-	-	-	-	-	-	-	
3219	Bldg Constr Permits	\$385,000	10.0%	\$38,500	70.0%	\$269,500	20.0%	\$77,000	-	-	-	-	-	-	-	-	-	
3221	State Fees	\$600	100.0%	\$600	-	-	-	-	-	-	-	-	-	-	-	-	-	
3222	Plan Check Fees	\$132,000	10.0%	\$13,200	70.0%	\$92,400	20.0%	\$26,400	-	-	-	-	-	-	-	-	-	
3224	Tech Fees	\$3,250	100.0%	\$3,250	-	-	-	-	-	-	-	-	-	-	-	-	-	
3226	Code Enforcement	\$3,500	-	-	100.0%	\$3,500	-	-	-	-	-	-	-	-	-	-	-	
3299	Total Licenses & Permits	\$602,350		\$63,350	\$420,000	\$119,000		-	-	-	-	-	-	-	-	-	-	
Intergovernmental Revenues																		
3355	Gas Sales Tax (Prop 1)	\$480,000	-	-	-	-	100.0%	\$480,000	-	-	-	-	-	-	-	-	-	
3356	Class "C" Roads	\$1,275,000	-	-	-	-	100.0%	\$1,275,000	-	-	-	-	-	-	-	-	-	
3358	State Liquor Allotment	\$20,000	-	-	-	-	-	-	-	-	-	100.0%	\$20,000	-	-	-	-	
3362	Law Enforce Grant	\$2,000	-	-	-	-	-	-	-	-	-	100.0%	\$2,000	-	-	-	-	
3363	EMS/Fire Grants	\$3,000	-	-	-	-	-	-	-	-	-	-	-	-	100.0%	\$3,000		
3364	Parks Grants		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3366	Youth Council	\$1,400	100.0%	\$1,400	-	-	-	-	-	-	-	-	-	-	-	-	-	
3372	State Reimbursement PD OT	\$1,500	-	-	-	-	-	-	-	-	-	100.0%	\$1,500	-	-	-	-	
3390	Misc Govt Grants	-	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3399	Total Intergovern.	\$1,782,900		\$1,400	-	-		\$1,755,000	-	-	-		\$23,500		\$3,000			

CLINTON CITY FINAL BUDGET																		
Fiscal Year 2026-2027 General Fund Revenue Attribution Analysis																		
Budget			Department Revenue Attribution															
Account NumberAccount NameFY 26-27 Budget			Administration		Community Development		Public Works		Streets		Recreation		Parks		Police		Fire & EMS	
			Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount
			Service Charges															
3410	Administrative services	\$1,236,830	80.0%	\$989,464	20.0%	\$247,366		-		-		-		-		-		-
3411	Admin fees-secondary wtr	\$84,000	100.0%	\$84,000		-		-		-		-		-		-		-
3414	Ambulance/EMT fees	\$645,000	5.0%	\$32,250		-		-		-		-		-		-	95.0%	\$612,750
3417	Zoning and subdiv fees	\$20,000		-	100.0%	\$20,000		-		-		-		-		-		-
3425	Public Works Inspections	\$2,000		-		-	100.0%	\$2,000		-		-		-		-		-
3428	Solicitor Permit	\$500		-	100.0%	\$500		-		-		-		-		-		-
3434	Bldg Re-inspect fee	\$500		-	100.0%	\$500		-		-		-		-		-		-
3460	Land Rent- Com Towr	\$6,200		-		-		-		-		-	100.0%	\$6,200		-		-
3465	Community center rentals	\$22,500		-		-		-		-	100.0%	\$22,500		-		-		-
3471	Recreation concessions	\$1,500		-		-		-		-	100.0%	\$1,500		-		-		-
3473	Park Facilities Rental	\$5,000		-		-		-		-		-	100.0%	\$5,000		-		-
3474	Youth Rec programs	\$140,000		-		-		-		-	100.0%	\$140,000		-		-		-
3475	Adult Rec programs	\$78,000		-		-		-		-	100.0%	\$78,000		-		-		-
3476	Misc recreation revenue	\$5,500		-		-		-		-	100.0%	\$5,500		-		-		-
3478	Instructional Classes	\$15,000		-		-		-		-	100.0%	\$15,000		-		-		-
3479	Seniors Program	\$4,000		-		-		-		-	100.0%	\$4,000		-		-		-
3480	Special Events	\$1,100		-		-		-		-	100.0%	\$1,100		-		-		-
3481	Sale of Cemetery Lots	\$35,000		-		-		-		-		-	100.0%	\$35,000		-		-
3483	Burial Fees	\$32,000		-		-		-		-		-	100.0%	\$32,000		-		-
3484	Niche Fee	\$2,000		-		-		-		-		-	100.0%	\$2,000		-		-
3485	Ossuary Fee	\$100		-		-		-		-		-	100.0%	\$100		-		-
3486	Inscription	\$1,200		-		-		-		-		-	100.0%	\$1,200		-		-
3499	Total Service Charges	\$2,337,930		\$1,105,714		\$268,366		\$2,000		-		\$267,600		\$81,500		-		\$612,750

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			Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount	Share	Amount
			Fines And Forfeitures															
3510	Criminal/Traffic	\$210,000	75.0%	\$157,500	-	-	-	-	-	-	-	-	25.0%	\$52,500	-	-	-	
3511	Animal Fines			-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3599	Total Fines/Forfeitures	\$210,000		\$157,500	-	-	-	-	-	-	-	-		\$52,500	-	-	-	
			Miscellaneous															
3610	Interest Earned	\$170,000	100.0%	\$170,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
3632	Other Finance Source	-	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3640	Sale of Assets	-	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3648	Parking Violations	\$5,000		-	-	-	-	-	-	-	-	-	100.0%	\$5,000	-	-	-	
3650	Police-misc revenues	\$18,000		-	-	-	-	-	-	-	-	-	100.0%	\$18,000	-	-	-	
3654	Fire Misc revenues	-		-	-	-	-	-	-	-	-	-	-	-	100.0%	-	-	
3664	Emergency Dispatch Fees	\$257,000	100.0%	\$257,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
3668	Credit Card Service Fees	\$15,000	100.0%	\$15,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
3690	Sundry	\$65,000	100.0%	\$65,000	-	-	-	-	-	-	-	-	-	-	-	-	-	
3698	Total Miscellaneous	\$530,000		\$507,000	-	-	-	-	-	-	-	-		\$23,000	-	-	-	
			Transfers/Contributions/Surplus Revenue															
3817	Transfer from RDA-power \$	-	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3832	Transfer from PARCS	-	100.0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
3870	Use of General Fund Balance	\$335,693	25.0%	\$83,923	12.5%	\$41,962	12.5%	\$41,962	-	12.5%	\$41,962	12.5%	\$41,962	12.5%	\$41,962	12.5%	\$41,962	
3899	Total Transfer/Contribution/Surplus	\$335,693		\$83,923		\$41,962		\$41,962	-		\$41,962		\$41,962		\$41,962		\$41,962	
			Special Revenue															
3913	Fire/EMS facilities fee	\$25,000														100.0%	\$25,000	
3916	Police facilities fee	\$16,000												100.0%	\$16,000			
3922	Transport Impact Fees	\$40,000							100.0%	\$40,000								
3930	Heritage Days-fees-donations	\$5,000	100.0%	\$5,000														
3998	Total Special Revenue	\$86,000		\$5,000	-	-		\$40,000	-	-	-		\$16,000		\$25,000			
3999	GRAND TOTAL (Less Park Impact Fees Transfer)	\$16,808,748		\$2,716,580		\$1,109,828		\$243,462		\$2,340,334		\$938,793		\$1,208,642		\$4,601,424	\$3,735,687	
Total Expenses (Less Park Impact Fee Transfer)				\$2,711,298		\$1,117,007		\$242,745		\$2,342,213		\$948,496		\$1,197,991		\$4,566,827	\$3,768,171	
Revenue Less Expenses				\$5,282	-	(\$7,179)	-	\$717	-	(\$1,879)	-	(\$9,703)	-	\$10,651	-	\$34,597	(\$32,484)	

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	July 28, 2026				
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION	
PETITIONER(S):	Chief Poulsen				
TYPE OF VOTE:	ROLL CALL		VOICE		
SUBJECT:	Fire Truck 21				

FISCAL IMPACT: 1,902,956.00

Purpose

The purpose of this staff report is to provide a financing recommendation for the purchase of the new fire apparatus previously approved by the City Council.

Background

The City Council previously voted to approve the purchase of a new fire truck for the Clinton City Fire Department. The new apparatus will support the department's emergency response operations and help ensure that firefighters have safe, reliable, and modern equipment to serve the community.

The proposed apparatus will be purchased from Pierce Manufacturing. Pierce apparatus is currently available through the Utah State cooperative purchasing contract utilizing Sourcewell Contract No. 082025-PMI (Fire). This competitively awarded government contract allows public entities to purchase qualifying fire apparatus through established governmental pricing and procurement requirements.

Financing Recommendation

Staff recommends that Clinton City finance the remaining cost of the fire truck and use the existing \$220,000 currently set aside for the apparatus purchase as the down payment.

Using these existing funds as a down payment will reduce the total amount financed, lower the City's overall interest expense, and provide a manageable payment structure over the term of the financing agreement.

Staff will work with the Finance Department to obtain competitive financing options and identify the financing structure that provides the best overall value to the City.

Fiscal Impact

The City currently has \$220,000 designated for the purchase of the fire apparatus. These funds would be applied directly toward the purchase as a down payment. The remaining purchase balance would be financed, subject to final financing terms and approval.

Siddons-Martin Emergency Group, LLC
7285 S. 700 West
Midvale UT 84047
Business Number 221B

June 11, 2026

Jason Poulsen, Chief

CLINTON FIRE DEPARTMENT
2153 N 1500 W, CLINTON, UT 84015



Proposal For: 2026, Clinton Fire , Ladder, Single Axle

Siddons-Martin Emergency Group, LLC, is pleased to provide the following proposal to CLINTON FIRE DEPARTMENT. Unit(s) will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB and training on the operation and use of the apparatus.

Description	Amount
Qty. 1 - 1209 - 2026, Clinton Fire , Ladder, Single Axle	
Unit Price - \$1,902,956.00	
Delivery within 40-41 months of ordered date	
Quote - 0012266 - 1	
Vehicle Price	\$1,902,956.00
1209 – Unit Total	\$1,902,956.00
Subtotal	\$1,902,956.00
Sourcewell #082025-PMI (FIRE)	\$0.00
Total	\$1,902,956.00

Price guaranteed until 05/19/2025.

Prepayment Discount: To receive the prepayment discount(s), if quoted, above, the Customer must pay the applicable prepayment invoice in full within forty-five (45) days of the invoice date, unless otherwise agreed in writing by Siddons-Martin Emergency Group.

Taxes: Tax is not included in this proposal. If the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Payment Terms: Unless otherwise specifically noted and agreed upon in writing by Siddons-Martin Emergency Group, all invoices are net due upon delivery and acceptance of the apparatus. Any alternate payment terms must be expressly approved in advance and documented in a signed agreement or purchase order executed by both parties. Payments not received when due shall be subject to the late fee provisions stated below, accruing from the date payment was due until paid in full. Siddons-Martin Emergency Group reserves the right to delay delivery, withhold release of title or documentation, or impose additional charges if agreed payment terms are not met. Title and ownership of the apparatus shall not transfer to the Customer until full payment has been received by Siddons-Martin Emergency Group.

If the apparatus and any associated loose equipment, poly components, or upfitting items are purchased under a single purchase order, Siddons-Martin Emergency Group will invoice for the total purchase price upon Customer's acceptance of the apparatus, excluding any ancillary, incidental, or non-essential outstanding items. For purposes of this Agreement, "outstanding items" may include, without limitation, loose equipment, accessories, minor apparatus upfitting, punch-list items, or post-delivery buildout components that do not materially impair the Apparatus's intended operational use.

If Customer requests delivery of loose equipment, poly components, or upfitting items prior to delivery of the apparatus, Siddons-Martin Emergency Group may condition such early delivery on advance payment of the total purchase price or written confirmation that such payment has been authorized by Customer.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due. After 30 days, the late fee increases to .044% per day until the payment is received.

Cancellation: In the event this proposal is accepted then cancelled or terminated by the Customer before completion of the order (meaning before final acceptance, delivery, and payment in full for the apparatus), Siddons-Martin Emergency Group may assess a cancellation fee as liquidated damages to recover costs incurred. All cancellations must be submitted in writing and signed by an authorized representative of the Customer. The following schedule will be applied based on the stage of completion at the time of cancellation:

- (A) 10% of the Purchase Price after the order is accepted and entered by the manufacturer;
- (B) 20% of the Purchase Price after completion of preliminary engineering drawings prepared for Customer review ("Approval Drawings"), whether or not the Customer has yet approved such drawings;
- (C) 30% of the Purchase Price upon any material requisition or the start of production.
- (D) If cancellation occurs after the apparatus has entered the production process, the Customer will

be responsible for the difference between the Purchase Price and any resale price obtained by Siddons-Martin Emergency Group, plus any costs incurred by Siddons-Martin Emergency Group to conduct such resale. Siddons-Martin Emergency Group will make reasonable efforts to mitigate such costs through resale to another purchaser.

For purposes of this section, "Purchase Price" means the total sale price of the apparatus, exclusive of taxes and any approved change order items not yet invoiced. The cancellation fee will increase accordingly as costs are incurred through engineering, materials procurement, or manufacturing. Invoices for cancellation fees are due within thirty (30) days of issuance. Any unpaid balance thereafter will accrue interest or late fees at the same rates and in the same manner as provided under the Late Fee section of this proposal.

Force Majeure: Siddons-Martin Emergency Group shall not be liable for any failure or delay in the performance of its obligations if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, natural disasters, armed conflicts, acts of terrorism, labor disruptions, supply chain disruptions, governmental mandates, or any other events that are unforeseeable and unavoidable by Siddons-Martin Emergency Group. Should Siddons-Martin Emergency Group encounter such force majeure event, it shall promptly notify Customer in writing and shall use all reasonable efforts to mitigate the effects of the force majeure event and resume the performance of its obligations as soon as practicable.

Purchase price may be subject to new or increased tariffs, duties, taxes, or other governmental charges levied against, or made applicable to, the vehicle or any component thereof after the date of this proposal. Should such fees be enacted prior to order completion, Siddons-Martin Emergency Group reserves the right to revise the final cost to reflect the additional fees and will provide notice of any such adjustment.

Acceptance: To ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the State of Utah. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

I, _____, the authorized representative of CLINTON FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Customer Authorized Representative

Signature and Date

Sales Representative

Josh Evertsen 6-11-2026

Signature and Date



CONTRACT PRICING WORKSHEET

Contract No.

#082025-PMI

Date Prepared

7/8/2026

Buying Agency: Clinton City FD

Dealer: Siddons-Martin Emergency Group, LLC

Contact Person: Jason Polson

Sales Rep: Jeffrey Doran

Member Number: 200105

Phone: 800-784-6806

Phone: 801-660-5695

Email: OMT@siddons-martin.comEmail: jpolusen@clintoncity.com

Pierce Bid #: 1209

Base Spec.

Sourcewell ID #	Description:	Sourcewell Price List Date	Published Contract Price
A111	Enforcer 107'	5/1/2026	\$ 1,408,452.03

Removed Options from Base Spec.

Notes: (do not list options removed)	Before Discount Price
<i>If audited by Sourcewell be prepared to show detail.</i>	\$ 4,511.12
<i>With Pierce Discount (5.5%)</i>	\$ 4,263.01

Added Options to Base Spec.

Notes: (do not list options added)	Before Discount Price
<i>If audited by Sourcewell be prepared to show detail.</i>	\$ 531,425.00
<i>With Pierce Discount (5.5%)</i>	\$ 502,196.63

Qty	1	Subtotal (Base Spec+Added/Removed Options)	\$ 1,906,385.65
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Other Expenses

Description	Price
Travel	\$ -
Taxes	\$ -
Performance Bond	\$ -
Applicable State Fees (Tire Fee, etc.)	\$ -
Total Other Expenses	\$ -

Discounts

Description	Price
100% Pre-Payment Discount	\$ -
Chassis Pre-Payment Discount	\$ -
Aerial Pre-Payment Discount	\$ -
Other Customer Adjustments	\$ 3,429.65
Total Discount	\$ 3,429.65

Total Purchase Price (matches customer PO)**\$ 1,902,956.00**

Customer Signature

Customer Printed Name

Date

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	Tuesday, July 28, 2026				
CONSENT AGENDA	X	BUSINESS AGENDA		RECOGNITION	
PETITIONER(S):	Brooke Mitchell, Parks and Recreation Director				
TYPE OF VOTE:	ROLL CALL		VOICE		
SUBJECT:	Pond Park Completion Project				
RECOMMENDATION:	Finish the east side of Pond Park				

FISCAL IMPACT: Park impact fees could be used to finish this park

SUMMARY: The pond park completion project will transform the east side of the park to a fully developed community park that provides recreational opportunities while incorporating the pond. This project includes the installation of a nature-themed playground to tie in the nature theme of the park.

Additional amenities will include covered picnic tables that provide comfortable gathering spaces for families and visitors throughout the year. A permanent restroom facility will also be included in this area along with a paved parking lot to provide adequate access for park users.

The project will also feature a multi-use trail that connects to the existing trail around the pond and to key amenities in the park to encourage walking and jogging in a nature setting. Open green space will be preserved to accommodate informal recreation activities and enjoyment of nature.

Upon completion, Pond Park will offer a well-rounded recreation destination that promotes healthy lifestyles, family interactions, outdoor education and appreciation of a natural environment while serving the needs of the growing community.

ATTACHMENTS: A park layout and a nature themed playground.





Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

QUOTE

Date	Quote #
04/27/2026	22077
Exp. Date	

Shipping Address
Clinton City 2267 N 1500 W Clinton, UT 84015

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Playground Structure	Clinton Pond Park Playground New Playground By PlayWorld Design # 26-18674A Pond Themed Playground Sky Tower and Sculpted Play Zoom Trax, Double Bay Swings with Integrated Shade, Double Deck Cone Spinner, Arch Rider and Cozy Connect Spinners.	1	306,101.39	306,101.39
Installation	Installation of Playground	1	77,893.80	77,893.80
Surfacing	Unitary Surfacing Either Poured in Place or Synthetic Grass Surfacing System for Up to 10,891 Sqft Standard Color and Binder 50/50 Mix/ 65 oz Turf Includes: Unloading, Trash Removal, Security Fence and Limited Site and Base Prep.	1	259,205.80	259,205.80
Freight	Freight Reference State Contract # PA4281 **City Tax Exempt Certificate Due at Time of Order**	1	12,899.14	12,899.14
			SUBTOTAL	
			TAX	
			TOTAL	\$656,100.13

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or merit@bigTrec.com.

We thank you for your business.



Clinton Pond Park

Clinton City, UT

26-18674A

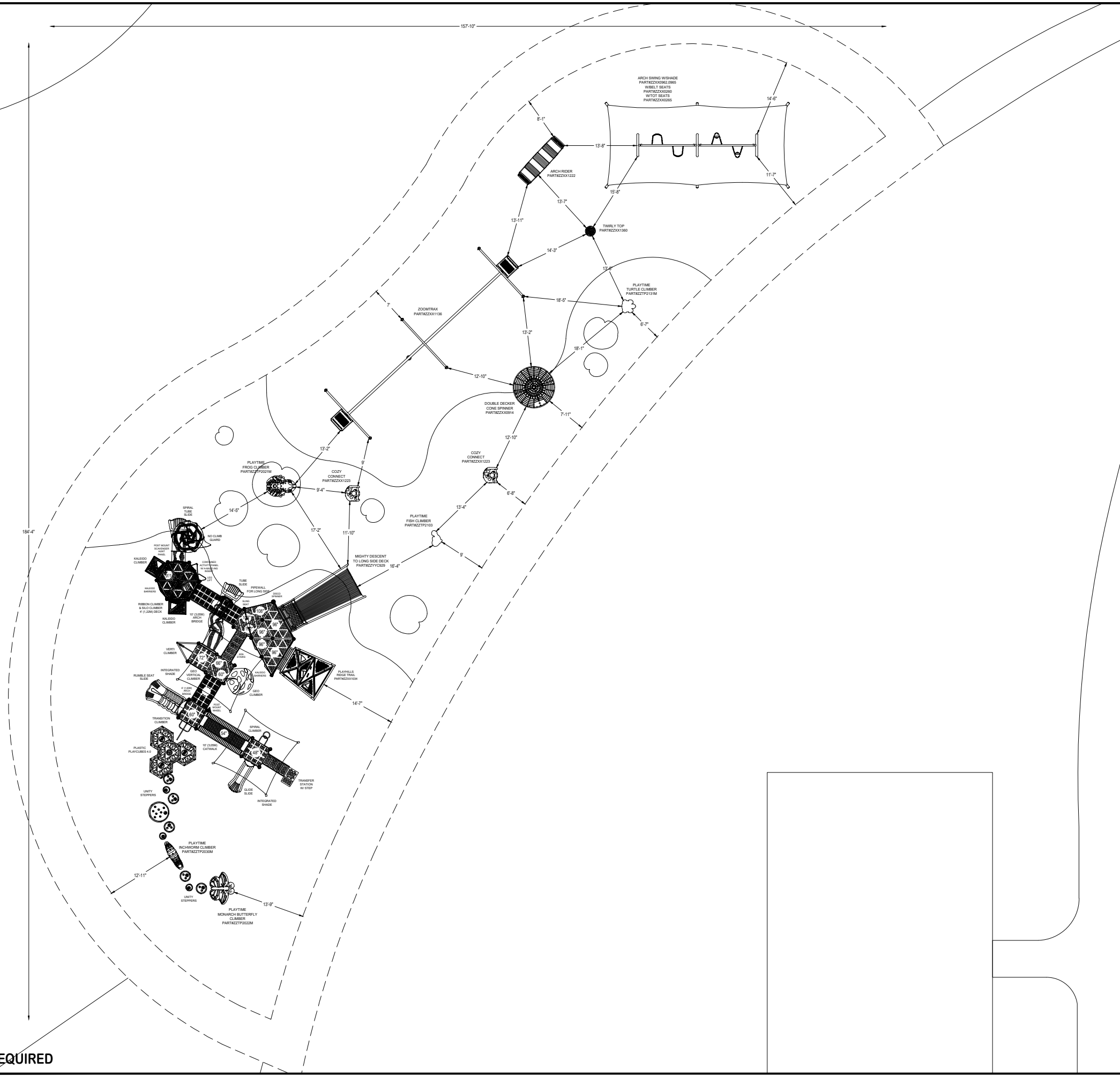
Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Brown	Forest Green	Beige-Gray	Brown
Chartreuse	Tropical Yellow	Forest Green-Sand	
Beige	Chartreuse		
	Lavender		
		ROPE	SHADE
		Green	Purple



*PLAYGROUND SUPERVISION REQUIRED



BIG T RECREATION
11618 S. State Street #1602
Draper, UT 84020

EQUIPMENT SIZE:
42'6" X 73'1" X 25'8"

USE ZONE:
157'10" X 184'4"

AREA: 10,891 Sq. Ft. PERIMETER: 510 Ft. 8 In.

FALL HEIGHT:
9 Ft. 9 In.

USER CAPACITY: 184 AGE GROUP: 5-12

ADA SCHEDULE	Total Elevated Play Activities: 19		
	Total Ground-Level Play Activities: 29		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	10	6	3
Provided	13	28	8

- ✓ ASTM F1487-25
- ✓ CPSC #325



PROJECT NO: 26-18674A	SCALE: NOT TO SCALE
DRAWN BY: MICHAEL BORDNER	Paper Size B
DATE: 27-APRIL-26	

CLINTON POND PARK

CLINTON CITY, UT



Clinton Pond Park
Clinton City, UT
26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Brown	 Forest Green	 Beige-Gray	 Brown
 Chartreuse	 Tropical Yellow	 Forest Green-Sand	
 Beige	 Chartreuse	ROPE	SHADE
	 Lavender	 Green	 Purple



Clinton Pond Park

Clinton City, UT

26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Brown	 Forest Green	 Beige-Gray	 Brown
 Chartreuse	 Tropical Yellow	 Forest Green-Sand	
 Beige	 Chartreuse	ROPE	SHADE
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Clinton Pond Park

Clinton City, UT

26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Brown	Forest Green	Beige-Gray	Brown
Chartreuse	Tropical Yellow	Forest Green-Sand	
Beige	Chartreuse	ROPE	SHADE
	Lavender	Green	Purple



Clinton Pond Park

Clinton City, UT

26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT

- Brown
- Chartreuse
- Beige

ROTOMOLD PLASTIC

- Forest Green
- Tropical Yellow
- Chartreuse
- Lavender

2-COLOR PLASTIC

- Beige-Gray
- Forest Green-Sand

PLASTISOL

- Brown

ROPE

- Green

SHADE

- Purple



Clinton Pond Park
Clinton City, UT
26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Brown	 Forest Green	 Beige-Gray	 Brown
 Chartreuse	 Tropical Yellow	 Forest Green-Sand	
 Beige	 Chartreuse	ROPE	SHADE
	 Lavender	 Green	 Purple



Clinton Pond Park
Clinton City, UT
26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Brown	 Forest Green	 Beige-Gray	 Brown
 Chartreuse	 Tropical Yellow	 Forest Green-Sand	
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Clinton Pond Park

Clinton City, UT

26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
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 Chartreuse	 Tropical Yellow	 Forest Green-Sand	
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Clinton Pond Park

Clinton City, UT

26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Brown	Forest Green	Beige-Gray	Brown
Chartreuse	Tropical Yellow	Forest Green-Sand	
Beige	Chartreuse		
	Lavender	ROPE	SHADE
		Green	Purple



Clinton Pond Park
Clinton City, UT
26-18674A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Brown	 Forest Green	 Beige-Gray	 Brown
 Chartreuse	 Tropical Yellow	 Forest Green-Sand	
 Beige	 Chartreuse	ROPE	SHADE
	 Lavender	 Green	 Purple

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	Tuesday, July 28, 2026				
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION	
PETITIONER(S):	Brooke Mitchell, Parks and Recreation Director				
TYPE OF VOTE:	ROLL CALL		VOICE		
SUBJECT:	Powerline Park Playground Replacement Request				
RECOMMENDATION:	Replace the playground at Powerline Park using RAP Tax Funds				

FISCAL IMPACT: Use some of the funds from the RAP Tax.

SUMMARY: The playground at Powerline Park has served our community for more than 30 years. This playground was moved from the old Civic Center Park to Kestral Park and then re-located to Powerline Park. While it has provided thousands of children the opportunity to play, it has far exceeded the typical playground lifespan of 10-20 years. Due to its age and heavy use, replacement of the playground has become a critical need rather than a discretionary improvement.

Replacing the playground is essential to eliminate safety hazards associated with aging equipment and deteriorated materials. Years of exposure to weather have resulted in worn components, that we cannot get replacement parts for, rust, splintering, fading and material fatigue that increase the risk of injury. While repairs can temporarily address isolated issues, they do not resolve the underlying structural limitations of a playground that has reached the end of its service life. Continued patchwork repairs become increasing costly or non-existent and are not sufficient to meet today's safety expectations or reduce the City's potential liability from preventable accidents.

A new playground would also ensure compliance with current Americans with Disabilities Act (ADA) accessibility requirements and modern playground safety standards. Community expectations have evolved significantly over the past three decades and today's playgrounds are designed to be inclusive, allowing children of all abilities to play together. Modern playground designs incorporate accessible routes, sensory-rich play experiences and equipment that supports children with a wide range of physical, cognitive and sensory abilities.

Playground surfacing is one of the most important safety components of any play area and is the leading factor in playground-related injuries. The existing loose-fill

surfacing, has degraded over time, requires constant maintenance and creates accessibility challenges. Currently, all but one of the City's playgrounds utilize sand as the primary surfacing material. While sand has historically been a common choice, it is difficult for individuals using wheelchairs, walkers or mobility devices to navigate, limiting equitable access for many community members.

Replacing the playground provides the opportunity to install modern, ADA-compliant surfacing such as a poured-in-place rubber or synthetic turf. These surfaces provide superior fall protection, significantly improve accessibility, reduce ongoing maintenance requirements and create a safer and more inclusive play environment for all users.

Powerline Park is one of the City's most heavily used parks. From March through October, the playground is actively used Monday through Thursday evenings while youth sports programming is taking place in the park. On a single evening more than 1,000 children may use the playground while attending games and practices with their families. This level of use accelerates wear and tear on the equipment and underscores the importance of providing a safe, durable and accessible facility that can accommodate the community's needs.

Investing in a playground replacement will improve public safety, reduce long-term maintenance costs, minimize liability, ensure compliance with current accessibility and safety standards and provide an inclusive recreational space that reflects the City's commitment to serving all residents. Given the playgrounds age, condition and exceptionally high level of use, replacing the Powerline Park playground is a necessary investment that will benefit the community for decades to come.

ATTACHMENTS: Bids from three different companies for the Powerline Park Playground Replacement



Powerline Park Option 1.0

City of Clinton



Play Area Option 1.0

Garrett Parks and Play PO Box 57426 Murray, UT 84157 (800) 748-4608 hello@garrettplay.com	Ship To Clinton, UT 84015	Date Expires Consultant Project No Project Name	7/20/2026 8/19/2026 Jordon LeBaron 26394 Powerline Park
NASPO Contract # PA 4281 Sourcewell Contract # 010521-LTS-8			

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
11-68-13.M Playground Equipment	714S672J Kids Choice Play Structure	1.00	\$56,194.00	\$56,194.00
11-68-13.M Playground Equipment	Loopz 3 Ring Climber, 2 Angled Hyperbolix, 4 Bongo Perches	1.00	\$16,167.00	\$16,167.00
11-68-13.M Playground Equipment	5" Arch Swing, Multi-User	1.00	\$4,485.00	\$4,485.00
11-68-13.M Playground Equipment	Museum Washer Panel Stand	1.00	\$4,028.00	\$4,028.00
11-68-13.M Playground Equipment	Inclusive SeeSaw	1.00	\$12,975.00	\$12,975.00
11-68-13.M Playground Equipment	Barrel Ride	1.00	\$2,888.00	\$2,888.00
32-33-00.M Site Furnishings	Diamond Bench w/ Back 6' InGround	3.00	\$632.67	\$1,898.00
11-68-13.S Playground Equipment	CPSI Certified Installation and Inspection of Opt 1	1.00	\$30,910.00	\$30,910.00



Installation

32-18-16.M Artificial Turf	3,356 SF Play Turf, 8' Fall Height, Installed, Includes Final 3-4" Compacted Stone Base Prep	1.00	\$59,735.00	\$59,735.00
13-31-23.M Fabric Shade Equipment	4 Post HIP QRE 428 36' x 18' with 12' Entry, RBP	1.00	\$16,403.00	\$16,403.00
01-00-10.O Engineering & Design Fees	Electronic Sealed Engineered Drawings	1.00	\$715.00	\$715.00
13-31-23.S Fabric Shade Installation	Installation of Shade	1.00	\$8,250.00	\$8,250.00
02-41-00.S Demolition	Demo, Haul Off, Dispose of Existing Structure	1.00	\$5,500.00	\$5,500.00
02-41-00.S Demolition	Demo, Haul Off, Dispose of Existing Sand	1.00	\$3,300.00	\$3,300.00
32-90-00.S Site Preparation Services	Site Prep with initial 5-6" of Compacted Stone Base	3,356.00	\$1.65	\$5,538.00

Subtotal \$228,986.00

Sales Tax (0.00%) \$0.00

TOTAL **\$228,986.00**

Required Deposit **\$57,246.50**



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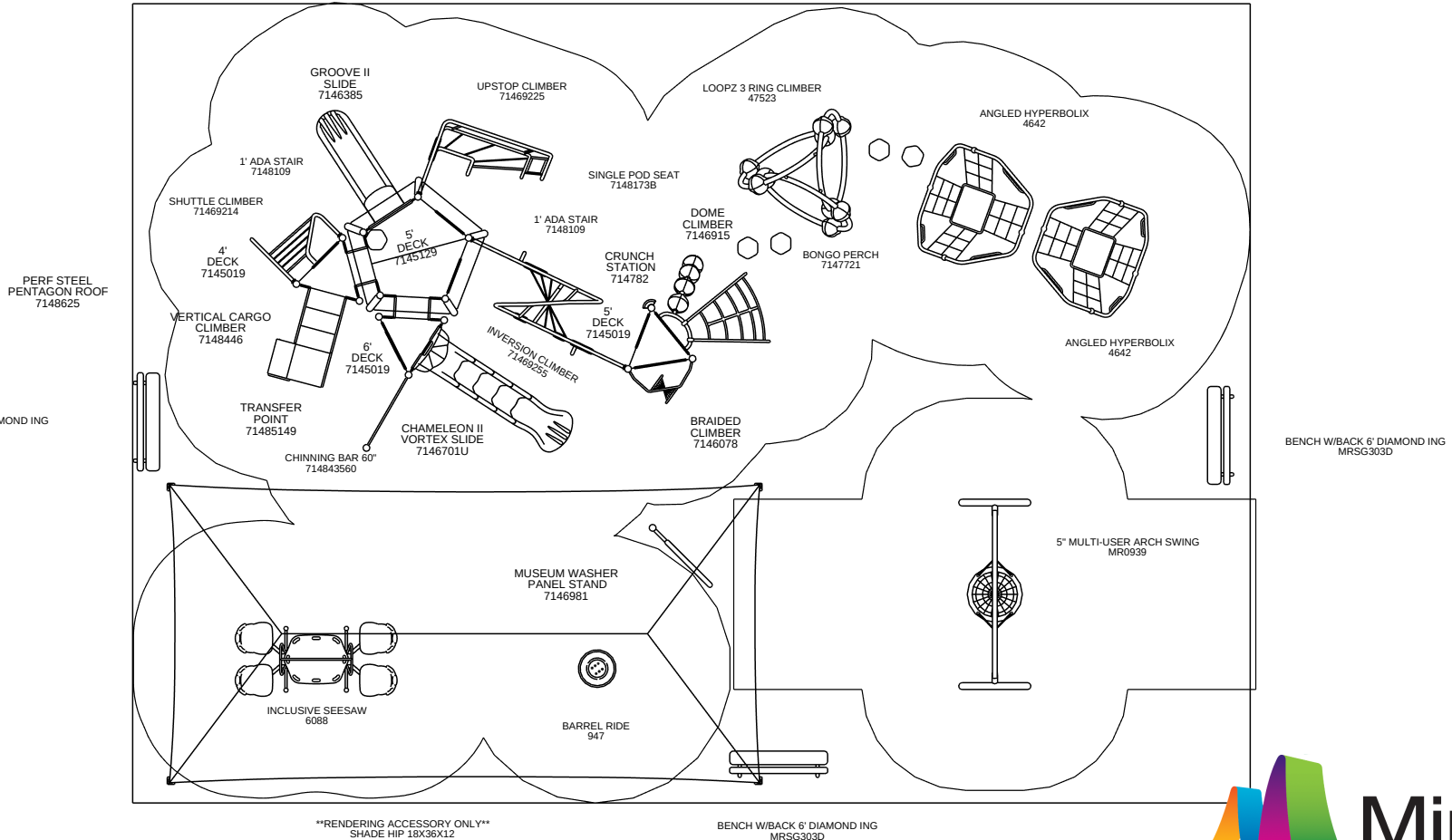
garrett
PARKS+PLAY™

26394 Powerline Park - Opt 1

Clinton, UT 84015

AGE GROUP:	5-12_ASTM	
ELEVATED PLAY ACTIVITIES - TOTAL:	8	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	0	REQ'D 4
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D 0
GROUND LEVEL ACTIVITY TYPE:	7	REQ'D 3
GROUND LEVEL QUANTITY:	10	REQ'D 3

FOR KIDS AGES
5-12
YEARS



RENDERING ACCESSORY ONLY
SHADE HIP 18X36X12

BENCH W/BACK 6' DIAMOND ING
MRSG303D



To verify product certification,
visit www.ipema.org



AGENCY

ADDRESS1
ADDRESS2

GROUND SPACE: 68' x 42'-6"

PROTECTIVE AREA: 69' x 49'-6"

DRAWN BY: Angela Lebaron

PHONE NO: PHONE

EMAIL: angela@garrettandcompany.com

DATE: 07/15/2026

26014354

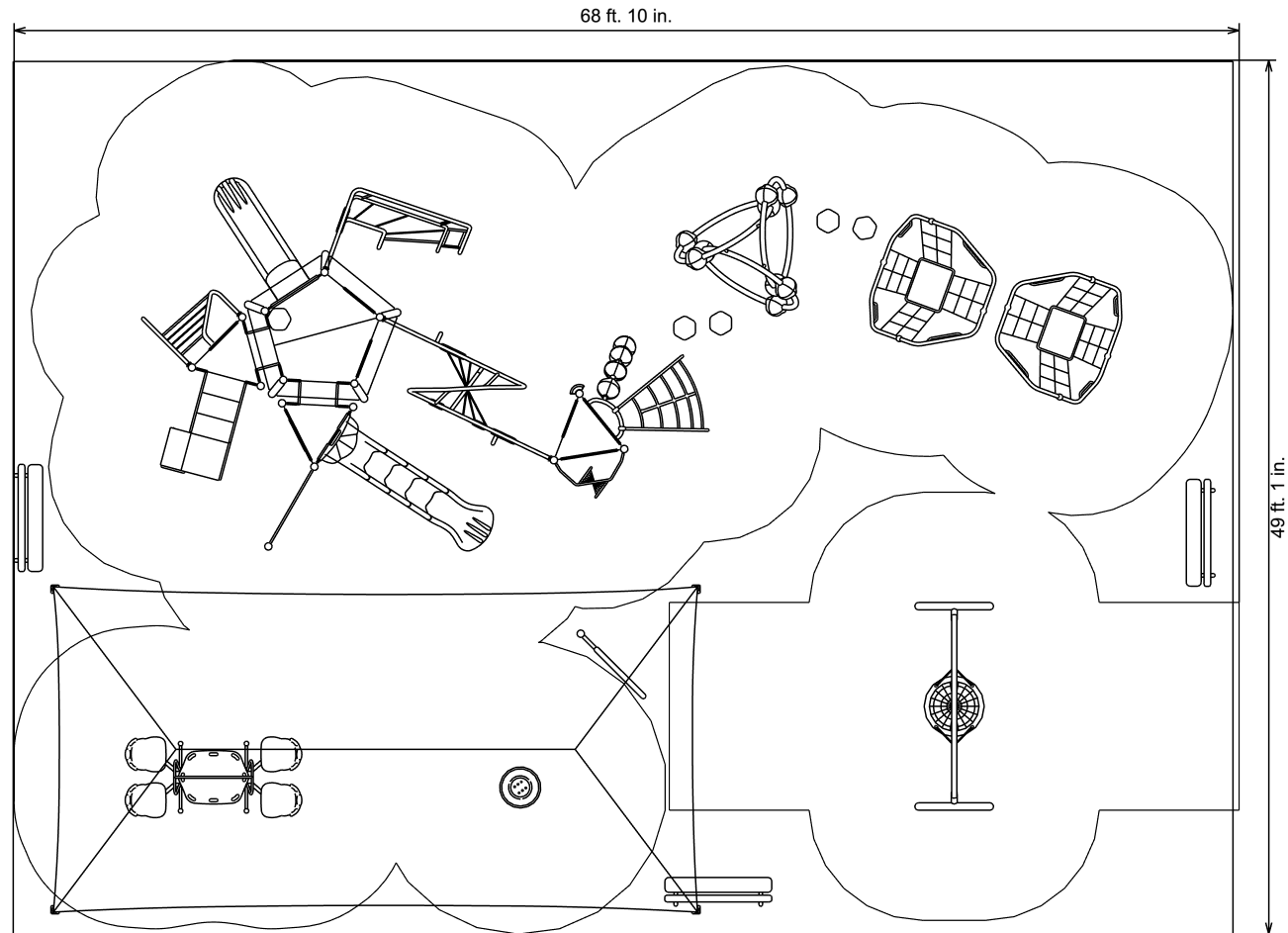
COMPLIES TO ASTM/CPSC

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS

26394 Powerline Park - Opt 1
Clinton, UT 84015



CUSTOMER NAME: City of Clinton
PROJECT NAME: 26394 Powerline Park Option 1
LOCATION: Clinton UT
CONFIGURATION #: Q-134702



Angela LeBaron
USA Shade & Fabric Structures
850 West Quaking Aspen Drive
Murray, UT 84123
angela@garrettandcompany.com
(800) 748-4608



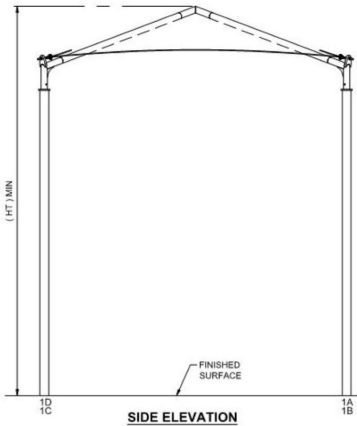
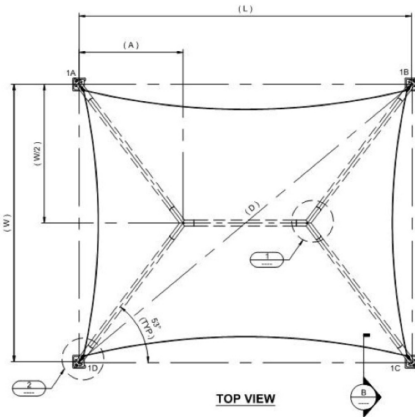
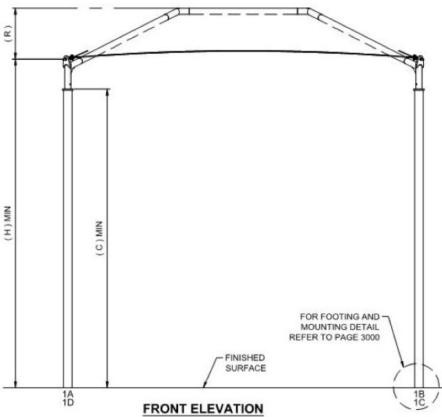
CORPORATE HEADQUARTERS
2580 Esters Blvd, Ste 100
DFW Airport, TX 75261
800-966-5005

- NOT TO SCALE
- NOT FOR CONSTRUCTION OR PERMITS
- DUE TO REPRODUCTION, ACTUAL COLORS MAY
DIFFER FROM REPRESENTATION

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and shall not be reproduced without their written permission.

CUSTOMER NAME:
PROJECT NAME:
LOCATION:
CONFIGURATION #:

City of Clinton
26394 Powerline Park Option 1
Clinton UT
Q-134702



GENERAL NOTES

DESIGN LOADS

BUILDING CODE	INTERNATIONAL BUILDING CODE 2024
LIVE LOADS	5 PSF
SNOW LOAD	5 PSF
WIND LOADS	115 MPH* 3-Sec. Gust, RISK CATEGORY II & EXPOSURE C

*- 115 MPH ACCORDING TO THE BASIC WIND SPEED MAPS OF ASCE 7-22 IS EQUIVALENT TO THE ALLOWABLE STRESS DESIGN WIND SPEED OF 89 MPH ACCORDING TO ASCE 7-22 AND IBC 2024.

ESTIMATED STEEL WEIGHT

Total Structure Weight	1,217 lbs
Single Column Weight	111.3 lbs
Total Upper Frame Weight	440.7 lbs
Steel Sizes	5.0 GA 07 Round Tubing

TABLE OF DIMENSIONS

L	W	H	R	HT	D	RL	EL
36' 0"	18' 0"	12' 0"	3' 5"	15' 5"	40' 3"	21' 8"	10' 10"



CORPORATE HEADQUARTERS
2580 Esters Blvd, Ste 100
DFW Airport, TX 75261
800-966-5005

- NOT TO SCALE
- NOT FOR CONSTRUCTION OR PERMITS
- DUE TO REPRODUCTION, ACTUAL COLORS MAY DIFFER FROM REPRESENTATION

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CUSTOMER NAME:
PROJECT NAME:
LOCATION:
CONFIGURATION #:

City of Clinton
26394 Powerline Park Option 1
Clinton UT
Q-134702

REINFORCED CONCRETE NOTES

1. CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301 AND BUILDING CODE ACI 318. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
- 28 DAY STRENGTH: 2500 PSI

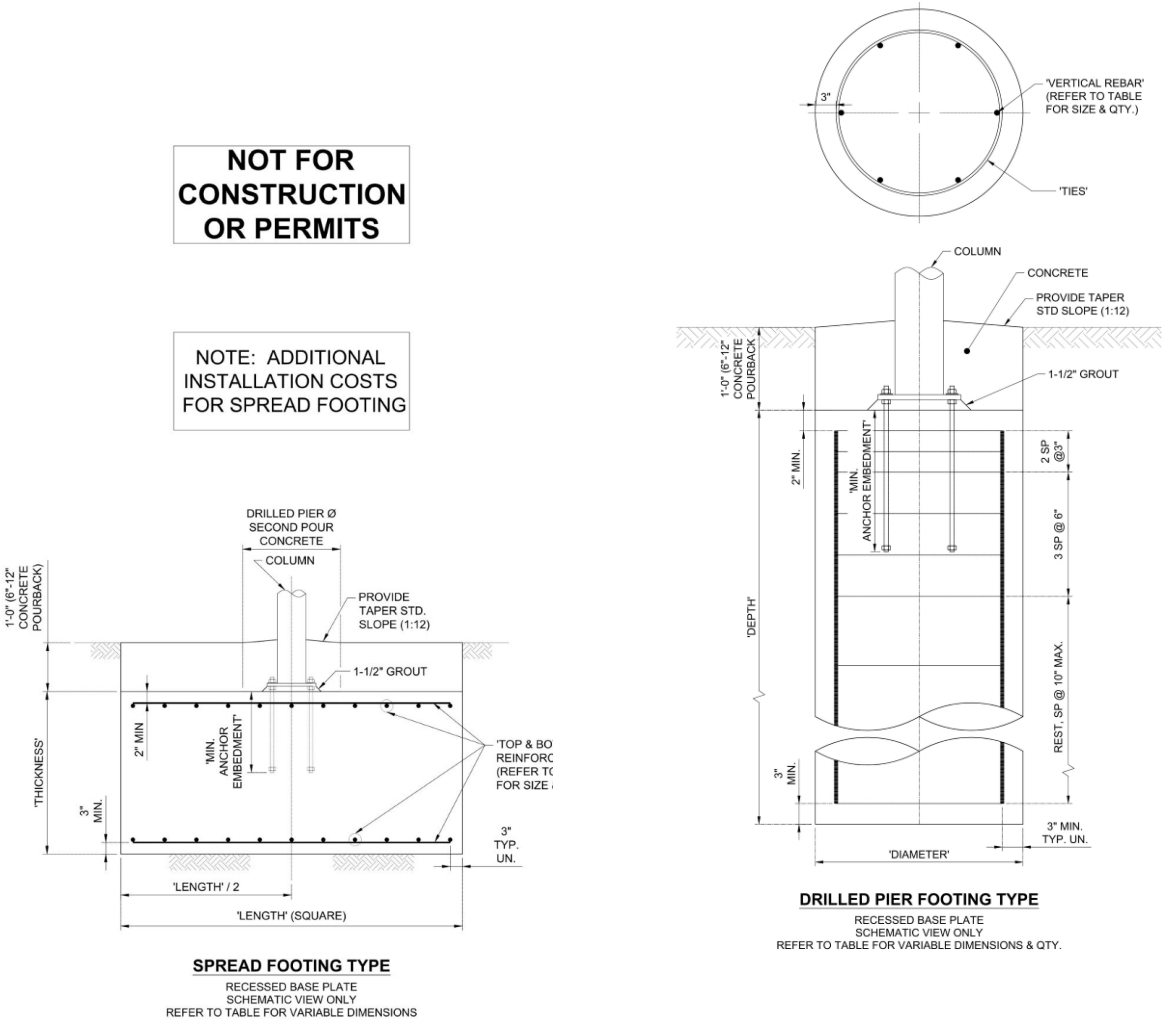
• SLUMP: 3-5

• PORTLAND CEMENT SHALL CONFORM TO C-150

• AGGREGATE SHALL CONFORM TO ASTM C-33
2. ALL REINFORCEMENT STEEL SHALL CONFORM TO ASTM A-615 GRADE 60; AND SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301, ACI DETAILING MANUAL AND CRSI MANUAL OF STANDARD PRACTICE.
3. ALL ANCHOR BOLTS SET IN NEW CONCRETE (WHEN APPLICABLE) SHALL COMPLY WITH ASTM F-1554 GRADE 55 (GALVANIZED).
4. ALL NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 5000 PSI, AND SHALL COMPLY THE REQUIREMENTS OF ASTM C109, ASTM C939, ASTM C1090, ASTM C1107, WHEN APPLICABLE.
5. SOIL PARAMETERS FOR FOOTING ANALYSIS; TABLE 1806.2, CLASS : 5 - 1500(PSF)
6. FOR SPREAD FOOTING, EDGE OF COLUMN OR ANCHOR BOLTS MUST BE SET AT LEAST 12" FROM THE EDGE OF SPREAD FOOTING EDGE.
7. SPREAD FOOTING ALLOWED TO BE ROTATED AS REQUIRED.
8. ANCHOR ROD Sets,5/8"x24" F1554 GR55, Qty 16

TABLE FOR NON-CONSTRAINED DRILLED PIER FOOTING								
DIAMETER	DEPTH	VERTICAL REBAR		TIES			MIN. COLUMN EMBEDMENT (EMBED)	MIN. ANCHOR EMBEDMENT (RECESS. & SURFACE)
(FT)	(FT)	QTY.	SIZE	QTY.	Ø LOOP (FT)	SIZE	(IN)	(IN)
2.0	6.0	6	#6	11	1.5	#3	33	19

TABLE FOR NON-CONSTRAINED SPREAD FOOTING								
LENGTH	THICKNESS	TOP AND BOTTOM REINFORCEMENT				MIN. COLUMN EMBEDMENT (EMBED)	MIN. ANCHOR EMBEDMENT (RECESS. & SURFACE)	
(FT)	(FT)	QTY.	SIZE	SPACING (IN)		(IN)	(IN)	
4.5	3.00	6	#5	@	9.5"	O.C.E.W.	33	19



CORPORATE HEADQUARTERS
2580 Esters Blvd, Ste 100
DFW Airport, TX 75261
800-966-5005

- NOT TO SCALE

- NOT FOR CONSTRUCTION OR PERMITS

- DUE TO REPRODUCTION, ACTUAL COLORS MAY DIFFER FROM REPRESENTATION

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Estimate Terms + Conditions

This Estimate is valid until **8/19/2026**. After this date, Garrett Parks and Play reserves the right to re-quote the project due to potential changes in product pricing and freight rates.

To accept this Estimate and initiate the project, please sign and return this document to orders@garrettplay.com. The project will not be scheduled, and products will not be ordered until we receive the signed Estimate and, if applicable, the required deposit.

I. Payment Terms

A. Payment Schedule

1. A deposit of 25% of the total amount is required to place product orders and schedule work for all projects over \$10,000.00.
2. We utilize progress invoicing to pay our vendors and subcontractors in a timely manner. You'll receive invoices at project milestones such as upon delivery of materials or completion of site preparation and upon completion.

B. Payment Methods

1. Please make payable to "Garrett Parks and Play" and mail to PO Box 57426, Murray, UT 84157.
2. Banking information for payment via ACH transfer is available upon request.
3. Payments made via credit card are subject to a 3% processing fee.

C. Late Payments

1. Invoices not paid within the specified terms are subject to a finance charge of 1.5% per month (18% annually) on the outstanding balance, or the maximum rate permitted by law. The Client agrees to pay all costs associated with the collection of overdue accounts, including but not limited to attorney's fees and court costs.

D. Title of Goods

1. Title and ownership of all products shall remain with Garrett Parks and Play until the full invoice amount has been paid.

E. Taxes and Fees



1. Prices quoted herein are exclusive of any and all applicable federal, state, and local sales. You shall be responsible for and shall pay all such taxes as are applicable to the final invoice.

II. Scope of Work & Change Orders

A. Scope of Work

1. The price quoted is limited to the specific products and services detailed throughout this Estimate, which shall constitute the entire "Scope of Work" for the project. Unless a product or service is explicitly included in this Estimate, it is excluded from the quoted price, including but not limited to:
 - a) Site preparation, grading, or excavation.
 - b) Removal and disposal of existing equipment or surfacing.
 - c) Permits, bonds, temporary security fencing, or inspection fees.
 - d) Site drainage design or implementation.

B. Change Orders

1. Any alteration, deviation, or addition to the specified Scope of Work will be executed only upon a written Change Order, signed by both the Client and Garrett Parks and Play. Change Orders may adjust the project cost and completion schedule.
2. The cost for each Change Order will be determined based on the sum of all direct costs (including but not limited to labor, materials, and equipment rental), plus a standard markup of 10% to cover company overhead and profit. The Client agrees to this pricing structure for all approved changes to the original Scope of Work.

III. Site Conditions & Responsibilities

A. Client Responsibility

1. The Client is responsible for ensuring the project site is ready, accessible, and suitable for the work to commence on the scheduled date.

B. Atypical Site Conditions

1. Our pricing is based on typical site conditions (e.g., soil suitable for standard excavation). The Client agrees to inform Garrett Parks and Play of any known adverse or atypical site conditions. If unforeseen conditions are discovered during work—including but not limited to buried utility lines (private or public), rock, caliche, high water tables, reinforced concrete, or other obstructions—work will be stopped. A Change Order will be issued to cover the additional costs and time required to address these conditions.

C. Mobilization

1. The prices quoted for installation, demolition, and site work services are based on a single, continuous phase of work and include one (1) mobilization to the project site and one (1) demobilization from the site upon completion. If Garrett Parks and Play is required to leave the site and return on a separate day due to the site not being ready, project delays caused by the Client or other contractors, or if the work must be completed in multiple phases at the Client's request, the Client agrees to pay for all associated remobilization costs. Such costs will be authorized via a Change Order.

D. Utility Location

1. As required by law, Garrett Parks and Play or its subcontractors will contact the applicable one-call notification center (e.g., Blue Stakes 811) to locate and mark public utilities. The Client is solely responsible for identifying and clearly marking the location of all private underground lines, such as sprinkler systems, landscape lighting, or electrical lines not installed by a public utility. Garrett Parks and Play is not liable for damage to unmarked or incorrectly marked private utilities.

E. Site Drainage

1. Drainage design and implementation are the responsibility of the Client unless explicitly included in our Scope of Work. We are not liable for any drainage issues arising from the existing site or as a result of the installation.

IV. Product, Freight & Delivery

A. Product Availability

1. We will make every effort to supply products as specified. However, we are not responsible for manufacturer delays, product backorders, or discontinuations. We will promptly notify the Client of any such issues and propose suitable alternatives.

B. Freight

1. All quotes include freight FOB **Clinton** unless otherwise noted.

C. Delivery & Offloading

1. The Client is responsible for receiving and offloading all materials upon delivery unless offloading services have been explicitly included in this Estimate. The Client must provide sufficient personnel and equipment (e.g., forklift) to safely and promptly unload the delivery truck(s). Any fees incurred due to the Client's failure to offload in a timely manner (such as driver detention, demurrage, or re-delivery charges) will be billed to the Client.

V. Installation & Demolition Services

A. Installation

1. If included in the Scope of Work, installation will be performed in a workmanlike manner according to manufacturer specifications and project plans.

B. Demolition

1. If included in the Scope of Work, demolition will be performed according to project specifications. Unless otherwise stated, the price does not include the cost of hauling and disposal of demolished materials.

C. Warranties & Liability

1. Workmanship Warranty
 - a) Garrett Parks and Play warrants its installation and site work services against defects in workmanship for a period of one (1) year from the date of project completion. This warranty does not cover damage resulting from vandalism, misuse, normal wear and tear, or acts of God.
2. Manufacturer's Warranty
 - a) All products are covered by their respective manufacturer's warranties. Garrett Parks and Play will act as a facilitator for warranty claims but does not provide the product warranty itself. Please send all product condition or warranty claims to support@garrettplay.com.



3. Warranty Labor

- a) For product defects covered under a manufacturer's warranty, Garrett Parks and Play will provide the labor to install the replacement part at no charge if the claim occurs within one (1) year of the original installation date. After one year, the Client is responsible for all labor costs associated with installing warranty replacement parts.

4. Limitation of Liability

- a) In no event shall Garrett Parks and Play be liable for any indirect, special, incidental, or consequential damages. Our total liability for any and all claims arising from this agreement is limited to the total amount paid by the Client under this Estimate.

VI. Permits & Inspections

A. Permits

- 1. Unless explicitly stated otherwise, the Client is responsible for obtaining and paying for all necessary permits and licenses. Garrett Parks and Play will provide necessary product specifications and drawings to assist in this process. Any project delays caused by the Client's failure to obtain necessary permits will be the Client's responsibility.

B. Post-Installation Safety Inspection

- 1. Upon request, a third-party Certified Playground Safety Inspector (CPSI) can be contracted to inspect the completed project. This service is not included unless specified in the Estimate and will be billed as a separate line item or via a Change Order.

C. Playground Safety Audit

- 1. Audits of existing equipment can be performed by a CPSI if specified in the Estimate. This audit will identify non-compliant conditions against current safety standards and provide a detailed report.



Notice to Proceed

Project Name	Powerline Park
Estimate Number	Play Area Option 1.0
Estimate Date	7/20/2026
Total Project Cost	\$228,986.00

By signing this document, the undersigned, acting as an authorized representative for the organization listed above, hereby accepts the scope of work, pricing, and all specifications detailed in the accompanying Estimate (**Play Area Option 1.0**).

The undersigned authorizes Garrett Parks and Play to proceed with the procurement of materials and/or the scheduling and commencement of work as described. Furthermore, the undersigned acknowledges that they have read, fully understood, and agree to be bound by the entirety of this document, including the detailed "Estimate Terms and Conditions" attached.

Deposit & Project Initiation

A deposit in the amount of **\$57,246.50** is required to formally schedule this project and initiate material orders. Work cannot begin until this signed Notice to Proceed and, if applicable, the required deposit has been

received. Please return this signed document via email to orders@garrettplay.com.

Agreed and Accepted By:

Signature

Printed Name

Title

Date

For Office Use Only

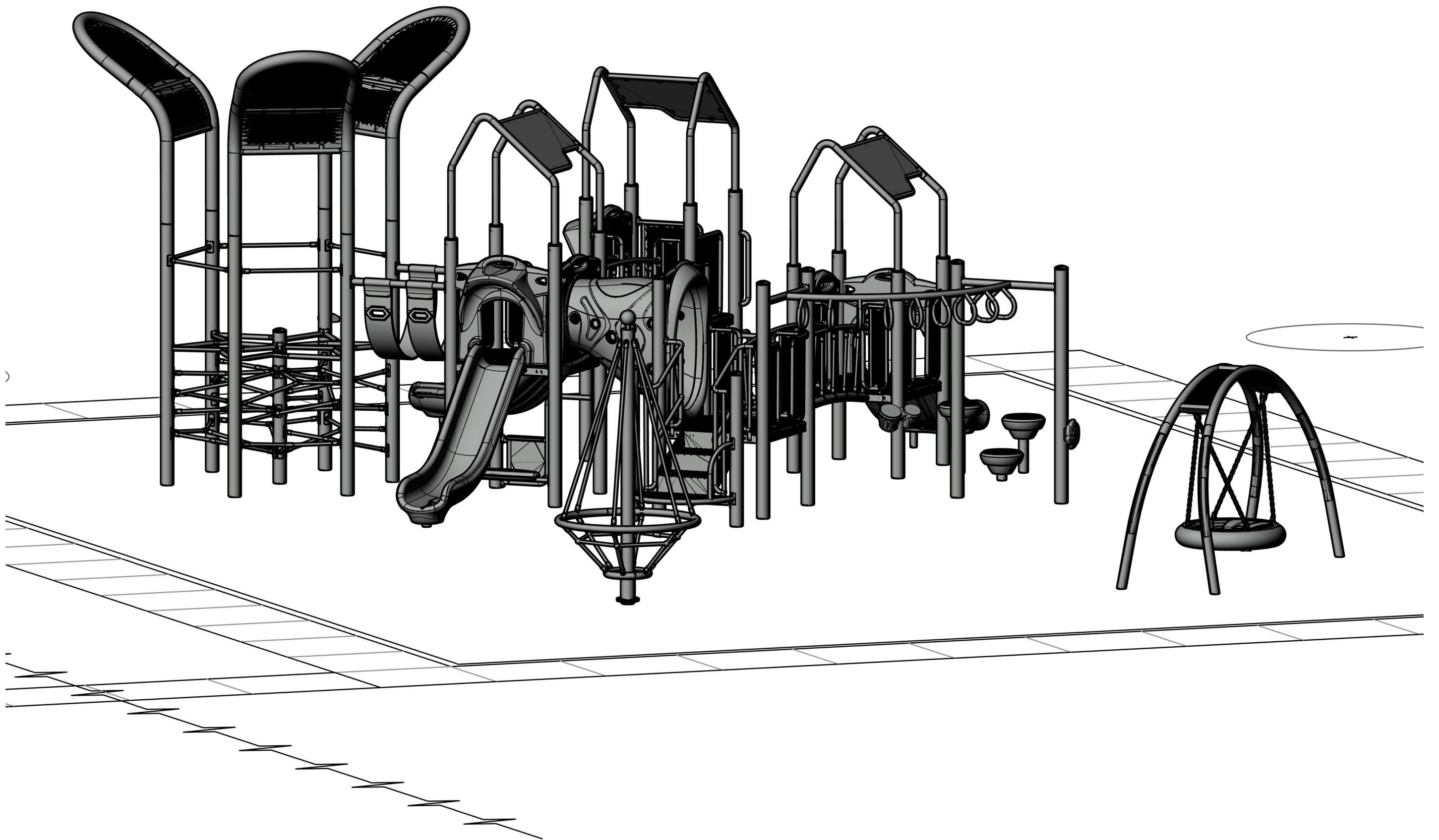
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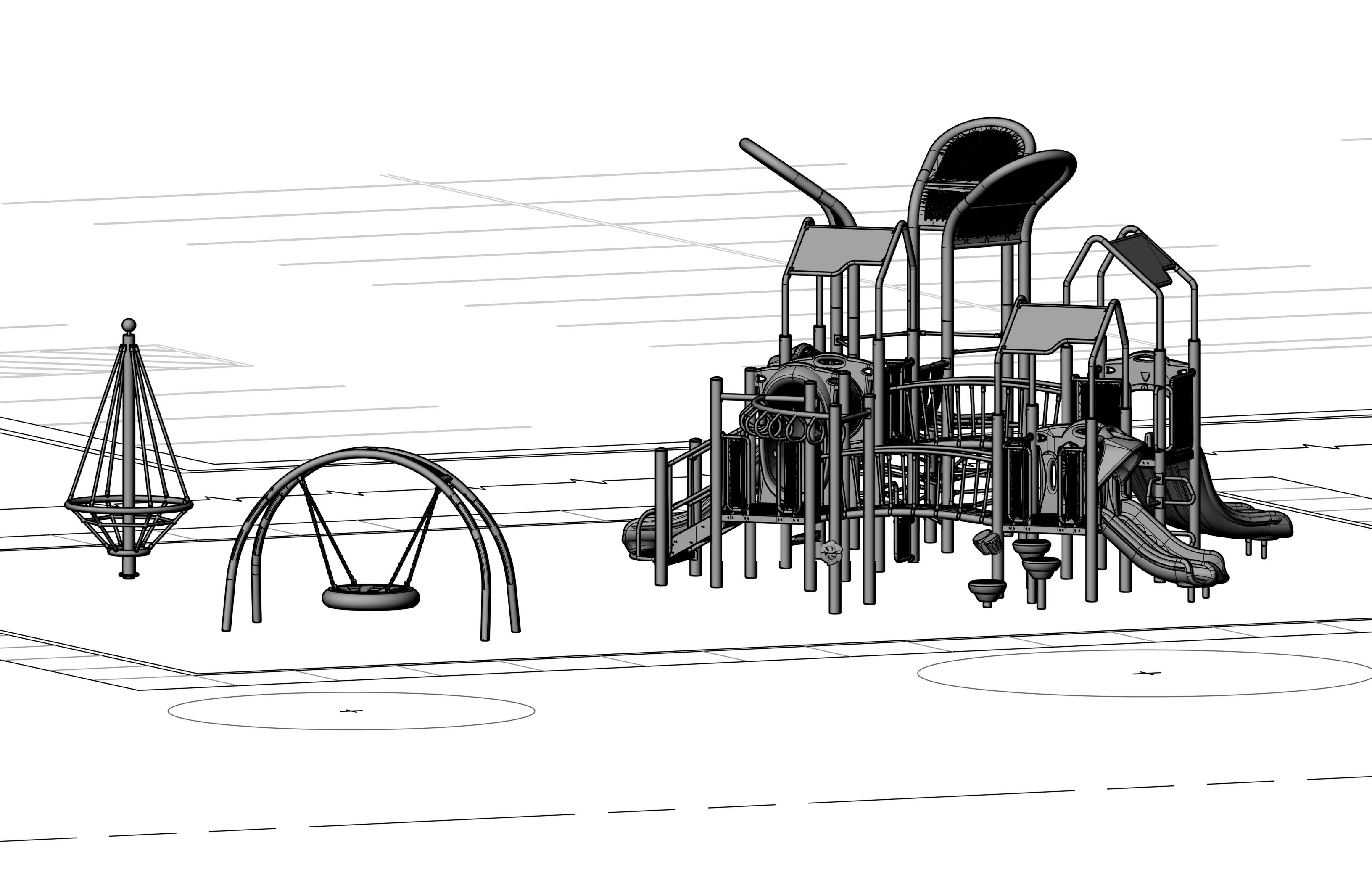
Date Recorded

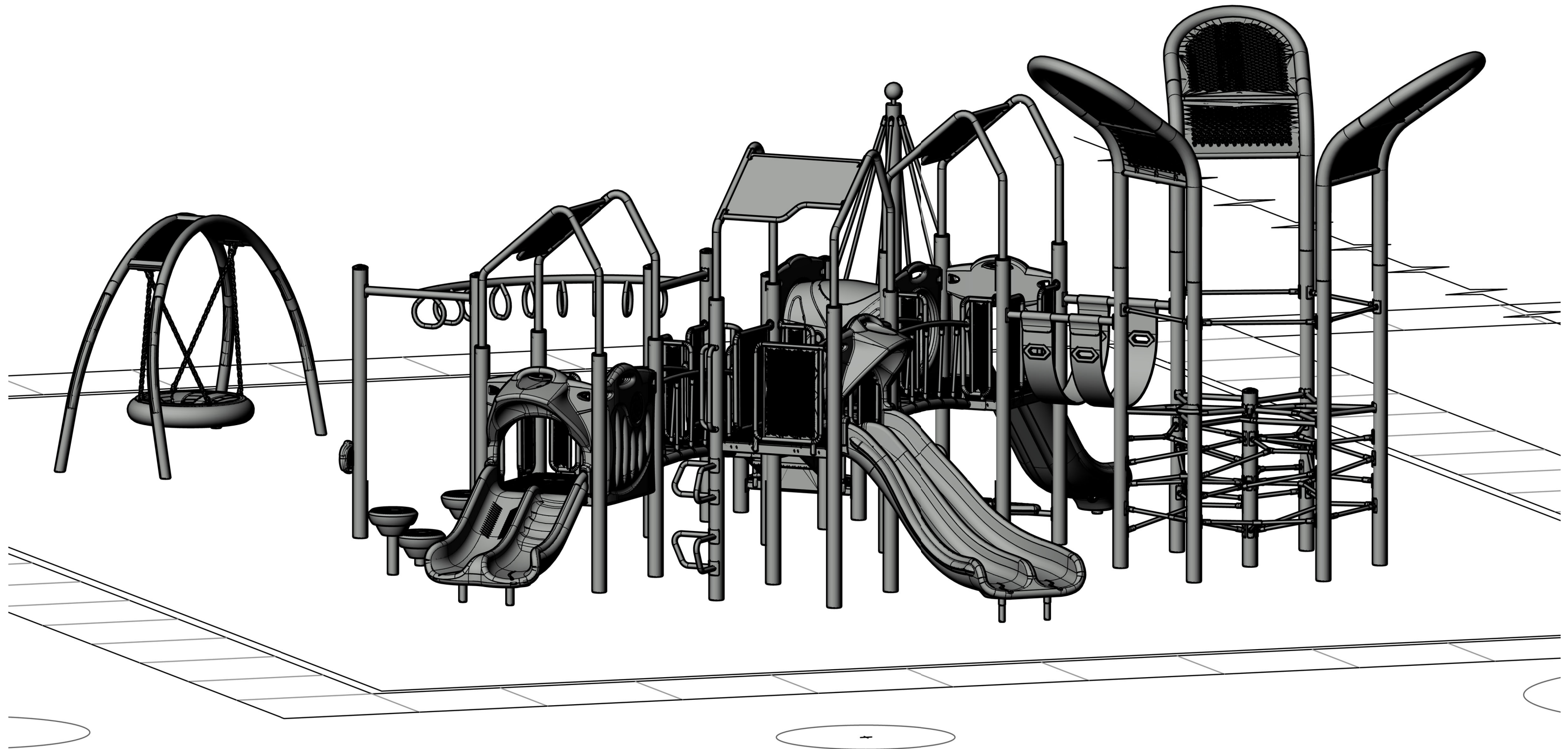
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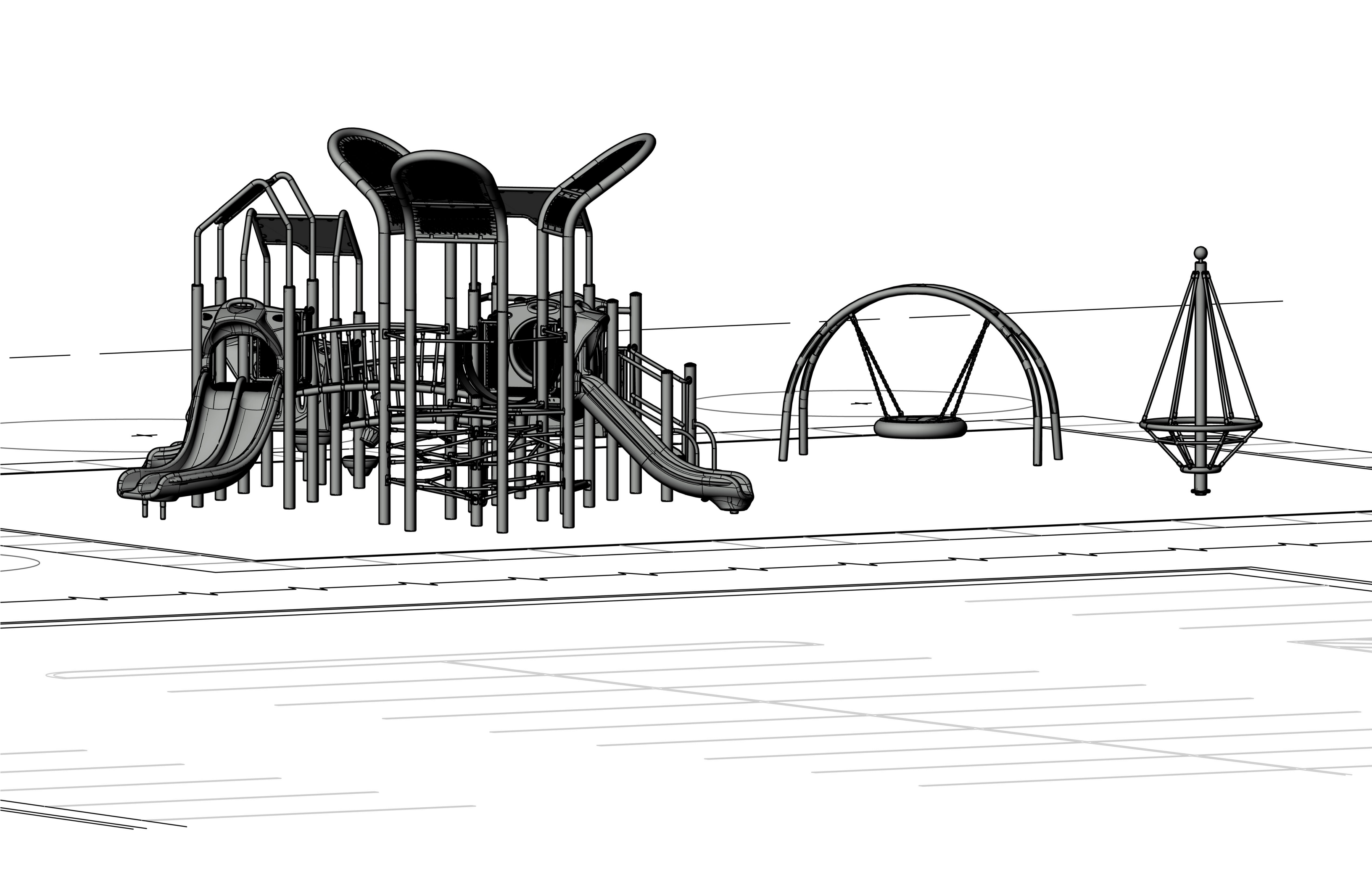
Let's
BUILD
Some
THING!

garrett
PARKS+PLAY™











Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

QUOTE

Date	Quote #
03/30/2026	21895
Exp. Date	07/30/2026

Shipping Address

Clinton City
2267 N 1500 W
Clinton, UT 84015

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
Playground Structure	Powerline Park Playground New Playground By Playworld Design # 26-18429A Powerline Park Theme	1	93,632.00	93,632.00
Installation	Installation of Playground Equipment	1	24,966.00	24,966.00
Surfacing	Poured In Place Safety Surfacing Power/Electric Theme Up to 3,265 SQFT	1	83,615.00	83,615.00
Freight	Freight Combined with Mobilization	1	7,286.00	7,286.00
Construction Services	Removal and Disposal of Existing Playground Site Prep, Base and Compaction for Surfacing Reference UT State Contract PA4281 **City Tax Exemption Required at Time of Order**	1	8,392.00	8,392.00
			SUBTOTAL	
			TAX	
			TOTAL	\$217,891.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or merit@bigTrec.com.

We thank you for your business.



Powerline Park

Clinton City, Utah

26-18429A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Black	 Graystone	 Gray-Black	 Gray
 Yellow	 Sky	 Blue-Yellow	
 Azure	 Yellow	ROPE	
		 Black	



BIG T RECREATION
11618 S. State Street #1602
Draper, UT 84020

EQUIPMENT SIZE:
32'6" X 26'8" X 11'4"

USE ZONE:
68' X 48'

AREA: 3,264 Sq. Ft. PERIMETER: 232 Ft.

FALL HEIGHT:
8 Ft.

USER CAPACITY: 76 AGE GROUP: 5-12

ADA SCHEDULE	Total Elevated Play Activities: 11		
	Total Ground-Level Play Activities: 8		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	6	3	3
Provided	11	8	5

✓ ASTM F1487-21
✓ CPSC #325



PROJECT NO:
26-18429A

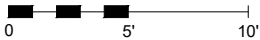
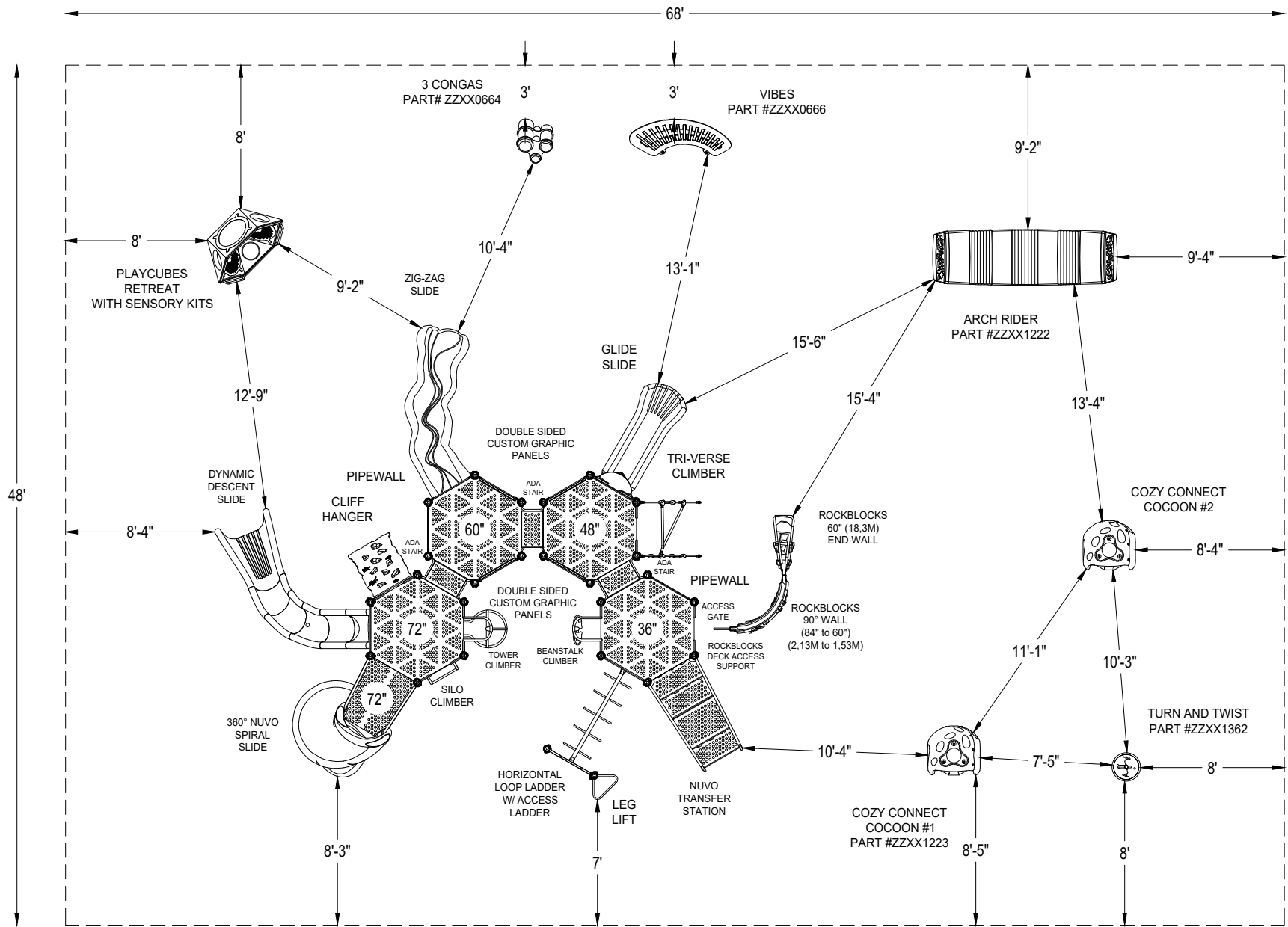
SCALE:
1/8"=1'-0"

DRAWN BY:
CHIP ZECHMAN

Paper Size

DATE:
20-MAR-2026

B



*PLAYGROUND SUPERVISION REQUIRED

POWERLINE PARK

CLINTON CITY, UT



Powerline Park

Clinton City, Utah

26-18429A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Black Yellow Azure	Graystone Sky Yellow	Gray-Black Blue-Yellow	Gray
		ROPE	
		Black	



Powerline Park

Clinton City, Utah

26-18429A

Sales Representative



Equipment Manufacturer



POST & COMPONENT

- Black
- Yellow
- Azure

ROTOMOLD PLASTIC

- Graystone
- Sky
- Yellow

2-COLOR PLASTIC

- Gray-Black
- Blue-Yellow

ROPE

- Black

PLASTISOL

- Gray



Powerline Park

Clinton City, Utah

26-18429A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Black Yellow Azure	Graystone Sky Yellow	Gray-Black Blue-Yellow	Gray
		ROPE	
		Black	



Powerline Park

Clinton City, Utah

26-18429A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
Black Yellow Azure	Graystone Sky Yellow	Gray-Black Blue-Yellow	Gray
ROPE			
Black			



Powerline Park

Clinton City, Utah

26-18429A

Sales Representative



Equipment Manufacturer



POST & COMPONENT	ROTOMOLD PLASTIC	2-COLOR PLASTIC	PLASTISOL
 Black	 Graystone	 Gray-Black	 Gray
 Yellow	 Sky	 Blue-Yellow	
 Azure	 Yellow		
		ROPE	
		 Black	

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	July 28, 2026
CONSENT AGENDA	X
BUSINESS AGENDA	
RECOGNITION	
PETITIONER(S):	Trevor Cahoon, City Manager
TYPE OF VOTE:	Ro
SUBJECT:	First Amendment to Solid Waste Collection Agreement - Recycling Services

RECOMMENDATION: Approve the First Amendment to the Solid Waste Collection Agreement with Robinson Waste Services, Inc. to add residential recycling collection services and extend the existing solid waste collection agreement for five years.

SUMMARY:

Clinton City currently contracts with Robinson Waste Services, Inc. for residential solid waste collection services. The proposed First Amendment would add residential recycling collection services beginning August 17, 2026, and would extend the current solid waste collection agreement for an additional five years.

The amendment keeps the same general terms of the current agreement while adding recycling pickup as a new service. The agreement includes an annual rate adjustment tied to the Western CPI for garbage collection, along with the existing fuel surcharge provisions.

Staff believes the proposed rate is favorable and will help the City keep residential garbage and recycling rates fairly steady over the next five years. At the conclusion of the five-year term, the City anticipates going through a formal bid process for future solid waste and recycling collection services.

Approval of the amendment allows Clinton City to add recycling collection in a cost-effective manner while maintaining continuity with the City's existing solid waste collection provider.

FISCAL IMPACT:

The proposed amendment is anticipated to help stabilize residential garbage and recycling rates over the five-year contract extension. No immediate General Fund impact is anticipated.

ATTACHMENTS:

- First Amendment to Solid Waste Collection Agreement

RESOLUTION NO. 21-26

A RESOLUTION OF THE CLINTON CITY COUNCIL APPROVING THE FIRST AMENDMENT TO THE SOLID WASTE COLLECTION AGREEMENT BETWEEN CLINTON CITY AND ROBINSON WASTE SERVICES, INC., AUTHORIZING THE ADDITION OF RESIDENTIAL RECYCLING COLLECTION SERVICES AND EXTENDING THE TERM OF THE AGREEMENT.

WHEREAS, Clinton City and Robinson Waste Services, Inc. entered into a Solid Waste Collection Agreement effective September 13, 2022, for the collection of residential solid waste within the City; and

WHEREAS, the City Council has determined that providing residential recycling collection services will benefit the residents of Clinton City and further the City's waste management goals; and

WHEREAS, the proposed First Amendment adds residential recycling collection services beginning August 17, 2026, while extending the existing solid waste collection agreement for an additional five-year term; and

WHEREAS, the First Amendment maintains the existing contractual framework, includes annual rate adjustments tied to the Western Consumer Price Index and existing fuel surcharge provisions, and is anticipated to help stabilize residential garbage and recycling rates during the extended term; and

WHEREAS, the City Council finds that approval of the First Amendment is in the best interest of the health, safety, and welfare of the residents of Clinton City.

WHEREAS, the City Council recognizes that this First Amendment provides a cost-effective means of adding residential recycling collection services while maintaining continuity of service for residents, and further anticipates conducting a competitive procurement process for residential solid waste and recycling collection services upon expiration of the five-year extension.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CLINTON CITY, UTAH, AS FOLLOWS:

Section 1. Approval. The First Amendment to the Solid Waste Collection Agreement between Clinton City and Robinson Waste Services, Inc., attached hereto as **Exhibit A**, is hereby approved.

Section 2. Authorization. The Mayor is authorized to execute the First Amendment on behalf of Clinton City, together with any non-substantive revisions approved by the City Attorney that do not materially alter the intent of the agreement.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Clinton City Council this 28th day of July, 2026.

CLINTON CITY

Marie Dougherty, Mayor

ATTEST:

City Recorder

FIRST AMENDMENT TO SOLID WASTE COLLECTION AGREEMENT

THIS FIRST AMENDMENT to the Solid Waste Collection Agreement ("First Amendment") is entered into effective as of 17th Day of August (the "Effective Date") by and between Robinson Waste Services, Inc. ("Contractor") and Clinton City ("City").

A. The parties entered into that certain Solid Waste Collection Agreement effective 13th day of September 2022 ("Contract"), pursuant to which Contractor provides waste services to City.

B. The parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that the Agreement is amended as follows:

1. Section 4, Page 1: The parties agree that effective August 17, 2026, the existing Municipal Solid Waste (MSW)/trash collection services are hereby extended for an additional five (5) years.

In addition, effective August 17, 2026, the parties agree to add residential recycling collection services as a new service under the Agreement.

The term for both services shall commence on August 17, 2026, and continue for five (5) years unless otherwise terminated in accordance with the terms of the Agreement. The parties further agree that any extension beyond the term shall be effected on a bilateral basis and shall be subject to the mutual consent and best interests of both parties.

Existing residents shall have sixty (60) day opt-out period following the commencement of this Agreement. This program will hereafter be a mandatory program for all residents. City may grant exceptions for residents seeking to opt-out to those who demonstrate a financial hardship, reside in a townhome, apartment, or other high-density housing as determined by the City. Participation shall be mandatory for all new residents after the commencement date of this Agreement, subject to the same exceptions. Should existing residents who were approved for opt-out status move to a different address within City boundaries such residents shall retain their opt-out exception at their new address at the request of City.

2. Section 1.0, Definitions, sub-section 1.15, Recyclables, Page 6: The parties agree that the following definition is added to this section.

"Recyclable Material. Recyclable Material consists of any material or substance at Customer Locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass."

3. Section 2.0, Scope of Work, Pages 6-7: The parties agree that

"The work under this Contract shall include all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the contract Documents. The major item of work is weekly collection of solid waste and every other week collection of Recyclable Materials from all residential units in the City, Collection of solid waste from any residential unit larger than four units or from any commercial or private industrial establishment is not part of this Contract. The Contractor is free, subject to any agreement privately entered into between the Contractor and others, to collect any other solid waste. The Contractor has no claim to the commercial solid waste within the City. Work under this contract includes collection of refuse from all City facilities. If requested by the City, Christmas tree collection, spring and/or fall clean-up collections will also be required but separate remuneration shall be set for these services.

The parties agree that recycling collection is in the best interest of the city and that the contractor will begin providing recycling collection services at the onset of the new contract term.”

4. Section 5.00, Materials Collected, sub-section 5.01, Materials Collected, Page 8: The parties agree that the Contractor shall collect residential solid and Recyclable Materials as defined in this document. The following rates are applicable **effective August 17th, 2026**. Rates below will be subject to an annual price adjustment and monthly fuel surcharge as indicated by the existing Agreement.”

Service	Monthly Rate Per Cart
1st MSW Container	\$5.99
2nd MSW Container	\$1.84

Participation Level	Recycling Container (Per Cart / Month)
80% and Above	\$3.672
70-79% and Below	\$4.056

5. Section 19.00, Recyclables, Page 14: The parties agree that

“If the Services include recycling, City shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and not place items in any recycling container that may make the Recyclable Materials unsuitable for recycling or decrease the value of the Recyclable Materials. City agrees that Contractor in its sole discretion may determine whether any load of Recyclable Materials is contaminated and may refuse to collect it or may collect it but charge City for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

6. Capitalized Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this First Amendment, this First Amendment shall prevail.

7. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the second date set forth below.

CLINTON CITY

ROBINSON WASTE SERVICES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	Tuesday, July 28, 2026				
CONSENT AGENDA	X	BUSINESS AGENDA		RECOGNITION	
PETITIONER(S):	Brooke Mitchell – Parks and Recreation Director				
TYPE OF VOTE:	ROLL CALL	X	VOICE		
SUBJECT:	Open Space and Trails Mowing Equipment Recommendation				
RECOMMENDATION:	Lease a tractor to mow the open space and trails throughout the City				

FISCAL IMPACT: We would sign a contract to lease a tractor for the summer months or purchase a new tractor.

SUMMARY: The tractor used to mow the City's open space and trails became non-operational at the end of May when it unexpectedly broke down. The tractor was not budgeted for and has been cut out of the budget for several years, therefore the Parks Division is requesting direction from the City Council regarding the replacement of the tractor used to mow weeds and maintain the City's open space and trail area. The current tractor, a 1977 Case enclosed-cab, is no longer operational and is beyond the point where continued investment is fiscally responsible.

Our mechanic has determined that the necessary repairs cannot be completed in-house because the department does not have the specialized equipment required to access the failed components. Repairing the tractor would require an overhead hoist to remove the section of the tractor containing the damaged parts, requiring the equipment to be transported to an outside repair facility. A preliminary verbal estimate for the repair exceeds \$10,000.

While repairing the tractor may restore it to working condition, it is important to recognize that the equipment is nearly 50 years old. Investing significant funds into machinery of this age carries considerable risk, as additional mechanical failures are likely to occur. Continued repairs could result in ongoing expenses with no guarantee of long-term reliability, making further investment an inefficient use of City resources.

Staff evaluated three potential options for maintaining the City's open space and trail areas:

1. **Purchase a new tractor.** This would provide a long-term solution but would require a substantial upfront capital investment, in addition to future maintenance, repairs, and replacement costs.

2. **Lease a tractor during the mowing season.** Leasing would provide dependable, modern equipment without the long-term maintenance responsibilities associated with ownership. This option also allows City staff to mow when conditions require rather than relying on an outside contractor's availability, providing greater flexibility in responding to weed growth, weather conditions, and public concerns.
3. **Contract with a private mowing service.** Hiring a contractor would eliminate the need to own equipment; however, scheduling would depend on the contractor's availability. During peak growing seasons, delays could result in weeds becoming overgrown before mowing can occur, reducing the appearance of City properties and potentially creating fire and nuisance concerns.

After evaluating these options, staff believes leasing a tractor is the most practical and cost-effective solution. Leasing provides reliable equipment without the financial burden of major repairs or long-term maintenance while allowing City staff to maintain control over mowing schedules. This flexibility ensures that open spaces and trails can be maintained promptly, helping reduce fire hazards, improve aesthetics, and provide a higher level of service to the community.

Staff recommends pursuing a seasonal tractor lease as the most efficient and fiscally responsible approach to maintaining the City's open space and trail areas while avoiding additional investment in equipment that has reached the end of its useful life.

ATTACHMENTS: Bids to lease or purchase a tractor to mow the City's open space and trails.



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513-2789 US
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Logan Allred
Stotz Equipment
2060 W Hwy 132 Nephi, UT 84648

Prepared For

Prepared By

Logan Allred
Stotz Equipment
2060 W Hwy 132
Nephi, UT 84648
lallred@stotzeq.com

Quote Id 2360587

Creation Date 09-Jul-2026

Expiration Date 08-Aug-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2025 John Deere 5105M Utility Tractor 19BGPY Contract: UT Grounds Maintenance Equip MA4727 (PG 3A CG 22)	\$127,855.00	\$99,087.57	1	\$99,087.57
New 2026 John Deere 5120M Utility Tractor 19DGPY Contract: UT Grounds Maintenance Equip MA4727 (PG 3A CG 22)	\$132,211.00	\$102,463.47	1	\$102,463.47
Equipment Total				\$201,551.04

Quote Summary

Total Selling Price	\$201,551.04
Total Taxable Equipment Fees	\$0.00
Sub-total	\$201,551.04
*Total Non-Taxable Equipment Fees	\$0.00
Rental Applied	\$0.00
Total Amount Due	\$201,551.04
Down Payment	\$0.00
Balance Due	\$201,551.04

Salesperson : X _____

Accepted By : X _____



1640 WEST MAIN STREET
TREMONTON UTAH, 84337
435-257-7000
www.buttarstractor.com

GOVERNMENT EQUIPMENT RENTAL AGREEMENT

DATE: 07/17/2026
BUSINESS/CITY/COUNTY: Clinton City
ADDRESS: 2267 North 1500 West
CITY: Clinton
STATE/ZIP: Utah, 84015
PLACE OF USE: _____
CONTACT: Brooke
PHONE: 801-645-5576
EMAIL: b.mitchell@clinton.utah.gov
COMPANY PURCHASE ORDER #: _____
CONTRACT TERM: 1 YEAR ____ 2 YEAR ____ 3 YEAR ____ 4 YEAR ____

EQUIPMENT TO BE RENTED

RENTAL RATE: \$ 1,200.00 X 4 MONTHS
RENTAL TOTAL
TERM(S)/AMOUNT: 4 months / \$ 4,800.00
YEAR: 2024
MAKE: New Holland
MODEL: Powerstar 75
SERIAL NUMBER: ELRT4075 ARAN00014
ORDER NUMBER/VEHICLE NUMBER: _____
ORDER DATE: _____
ATTACHMENT MAKE: _____
ATTACHMENT MODEL: _____
ATTACHMENT SERIAL NUMBER: _____
ATTACHMENT ORDER NUMBER/VEHICLE NUMBER: _____
ATTACHMENT ORDER DATE: _____
DATE DELIVERED: 07/21/2026 RECEIVED BY: _____
DATE RETURNED: 11/21/2024 RECEIVED BY: _____
STARTING HOURS: 100.5 ENDING HOURS: _____
MSRP (INSURANCE): _____

*CUSTOMER AGREES TO A MINIMUM OF 150 ENGINE HOURS (250 HOURS MAX) USE ON MACHINERY OR AGREES TO PAY AN HOUR SHORTAGE FEE OR OVERAGE FEE. \$40.00 PER HOUR CHARGE MAY APPLY.

ACCEPTED BY: _____ DATE: _____

RENTAL TERMS AND CONDITIONS

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his own cost and expense. He shall keep the equipment in a good state of repair, normal wear and tear excepted.
2. The RENTER shall pay the OWNER full compensation for replacement for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The OWNER's invoice for replacement or repair is conclusive as to the amount RENTER shall pay under this paragraph for repair or replacement.
3. The RENTER shall not remove the equipment from the address of the RENTER or the location shown herein as the place of use of the equipment without prior written approval of the OWNER. The RENTER shall inform the OWNER upon demand of the exact location of the equipment while it is in the RENTERS's possession.
4. The equipment shall be delivered to RENTER and returned to OWNER at the RENTER's risk, cost and expense. If a periodic rental rate is charged by OWNER, rental charges are billed to the RENTER for each period or portions of the period from the time the equipment is delivered to RENTER until its return. If a term rental rate is charged by OWNER, rental charges are billed to the RENTER for the full term even if the equipment is returned before the end of the term. If the equipment is not returned during or at the end of the term, then the rental charges shall continue on a full term basis for any additional term or portion thereof until the equipment is returned.
5. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
6. The RENTER shall allow OWNER to enter RENTER's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If the RENTER is in default of any of the terms and conditions of this agreement, the OWNER, and his agents, at the RENTER's risk, cost and expense may at any time enter the RENTER's premises where the rented equipment is stored or used at all time and recover the rented equipment.
7. The RENTER shall not pledge or encumber the rented equipment in any way. The OWNER may terminate this agreement immediately upon the failure of RENTER to make rental payments when due, or upon RENTER's filing for protection from creditors in any court of competent jurisdiction.
8. The OWNER makes no warranty of any kind regarding the rented equipment, except that OWNER shall replace the equipment with identical or similar equipment if the equipment fails to operate in accordance with the manufacturer's specifications and operation instructions. Such replacement shall be made as soon as practicable after RENTER returns the non-conforming equipment.
9. RENTER indemnifies and holds OWNER harmless for all injuries or damage of any kind for repossession and for all consequential and special damages for any claimed breach of warranty.
10. The RENTER shall pay all reasonable attorney and other fees, the expenses and costs incurred by OWNER in protection of its rights under this rental agreement and for any action taken OWNER to collect any amounts due the OWNER under this rental agreement.
11. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.
12. The RENTER agrees that any form of tobacco or electronic cigarettes use is prohibited inside rental machinery.
13. The RENTER agrees to clean the machinery before being returned or will be charged a minimum \$150.00 cleaning fee.

RENTAL TERMS AND CONDITIONS ACCEPTED

BY: _____ **DATE:** _____



Build Summary

\$85,457
Estimated Net Price

M Series

M5-091HDC12-1

4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS
*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE

Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
80 Amp Alternator Cab
12V 900 CCA Battery
SAE Gross HP: 92.5
Engine Net HP: 85.5
Max . PTO HP: 76
Cab @ 2600 Engine RPM
ROPS @ 2400 Engine RPM

EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS: 2400 rpm
Cab: 2600 rpm
Power Steering: 5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES

(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total standard)

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24" Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24" Behind: 7275 lbs
2 External Lift Cylinders

TRANSMISSION

8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS

LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

ULTRA GRAND CAB II

4-post, ROPS Certified
RH & LH Doors
Tinted Glass Doors and Windows
In-roof window
Tilt Steering Wheel
Dual Level Air Conditioning & Heater
Front and Wiper/Washer

Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

LIGHTING

2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights
2 Rear Halogen Worklights

TIRES AND WHEELS

Tires and wheels are not included in base tractor.

Front Sun Visor
Retractable Seat belt
LH & RH Side Mirrors
Radio Ready Cab
Steps, Left and Right Side
Interior Dome Light
12V - 30-Amp 2 Wire Coupler
12V - 3 Pin 30-Amp Coupler
12V - Outlet
Cup Holder
Instructor Seat Ready
Horn

SAFETY EQUIPMENT

Flip-Up PTO Shield
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

STANDARD EQUIPMENT INCLUDED

M5-091HDC12-1 M5-091HDC12-1 - 4WD TRACTOR W/12-SPEED, HYDRAULIC SHUTTLE & CAB

F-TIRE 320/85R24 R1W GOODYEAR OPTRAC R-TIRE 460/85R30 R1W GOODYEAR OPTRAC CAST \$7,714	AMR8557A,AMR8514B
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Base Model Price	\$75,762
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KUBOTA ADD-ONS

REAR WINDOW WIPER KIT W/WASHER \$330	M7649
--	-------

INSTRUCTOR SEAT KIT/M5 CAB TRA PNF \$782	M9129
--	-------

INSIDE MIRROR KIT FOR M5 CAB TRACTOR PNF \$63	M9128
---	-------

AIR RIDE SEAT SUSPENSION UPGRADE KIT \$775	M9270
--	-------

M5 AIR RIDE SEAT WIRING HARNESS PNF \$31	M9205
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PRICING SUMMARY

Base Model	\$75,762
Kubota Add-Ons	+ \$9,695
Land Pride Add-Ons	+ \$0
Tax	See Dealer for Pricing
Freight	See Dealer for Pricing
KTAC PDI	See Dealer for Pricing
Labor/Assembly	See Dealer for Pricing
Total MSRP	\$85,457

Estimated Net Price	\$85,457
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This List Price configuration program is for informational purposes only. Price on this sales quote is an estimate and is subject to being increased. Payment assumes the MSRP of your selected equipment and accessories, the length of term you have selected and any applicable special A.P.R. program. Not Included: *Taxes, shipping; handling, surcharges, assembly charges, destination, freight and/or delivery charges.

Not all models are available to order. Contact your dealer for available inventory stock or future availability.



FLEET FINANCING & MANAGEMENT

Prepared for: City of Clinton, Utah

July 22nd, 2026



Requested Equipment & Pricing Options

Pricing is determined based on the order value, unless otherwise specified.

REQUESTED:

- Vehicle #1 - 2024 Case IH Farmall 110A, Tier 4B, Cab, MFD (4WD), 16x8 Power Shuttle
 - o Option 1: Five Year \$1 Buyout @Mileage not specified (Monthly)
- Vehicle #2 - Kubota M5-091HDC12-1, 4WD, Cab (EROPS), 12-Speed Hydraulic Shuttle
 - o Option 1: Five Year \$1 Buyout @Mileage not specified (Monthly)

FINANCE OPTIONS

Vehicle #1 - 2024 Case IH Farmall 110A, Tier 4B, Cab, MFD (4WD), 16x8 Power Shuttle

Option 1: Five Year \$1 Buyout @Mileage not specified

Monthly - 60 payments at \$1,920 per Month

2031 balance of \$1

Vehicle #2 - Kubota M5-091HDC12-1, 4WD, Cab (EROPS), 12-Speed Hydraulic Shuttle

Option 1: Five Year \$1 Buyout @Mileage not specified

Monthly - 60 payments at \$1,809 per Month

2031 balance of \$1

- 1)** Interest rates and pricing assume a minimum of \$100,000 in financed vehicles/equipment. Final payments and interest rates may vary based on total financed amount.
- 2)** If applicable, equipment pricing quoted is based on upfitter's best estimate. Final pricing is determined after all equipment is ordered and labor for installation is completed. Once financing is finalized, any variance in final equipment price must be paid in full by the client. Please budget accordingly.
- 3)** The financing options listed above indicate whether pricing is based on order pricing or off-the-lot pricing. Order pricing is typically more cost-effective but requires factory lead time (generally 2-6 months, but may vary based on availability and market conditions). Off-the-lot pricing reflects vehicles sourced from dealer inventory for faster delivery and may result in higher payments. A revised proposal can be provided upon request.
- 4)** Finance options above represent per-vehicle pricing.
- 5)** The financing options listed above are valid for 30 days.

Next Steps

1. Complete and return the Acceptance Form below to UFS.
2. Complete and return the Credit Application provided by UFS.
3. UFS submits to Bank for underwriting and approval.
4. Bank issues lease documents through E-Sign. Customer must verify the date the resolution was adopted.
5. Customer/Insurance Agent must provide proof of insurance to Bank/UFS.
6. Once items 1-5 are completed, vehicle delivery is scheduled.

Acceptance

- ☐ I have reviewed the attached Terms and Conditions and request Unified Fleet Services to pursue underwriting and approval of a commitment for the described lease agreement with the following quantities:

Accepted this ____ day of _____, 2026

(Entity Name)

Federal Tax ID#: _____

By: _____

Printed Name: _____

Title: _____

Authorization: Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel, and agents as well as its participants and assigns. Lessee authorizes Lessor to contact Lessor' funding partners, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

Confidentiality: Except as required by law, the proposal and its terms and conditions will not be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know because of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

Additional Terms

- This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.
- **Client-Owned Equity:** UFS leases are structured so that the client retains 100% ownership from the start and retains 100% of the equity proceeds from sale. Vehicles are sold through high-efficiency channels to maximize value.
- **Profit Return:** All net proceeds from vehicle sales, after applicable closing costs, are returned to the client. This differs from traditional fleet services that retain resale profits. Proceeds may be returned as a check to the client, credit on account or applied to existing lease principal balance.
- **Early Termination:** Clients may exit early simply by paying the stated payoff amount on the lease. No additional administrative fees apply. Traditional rule of 78s does not apply.
- **Liquidation Fees:** The greater of \$500 or 10% of the vehicle's sales value — will apply to cover resale costs. Liquidation fees apply if Unified liquidates the equipment and it is NOT replaced with new leased vehicles or equipment or if existing surplus equipment is liquidated by Unified. There is no obligation to use Unified to liquidate vehicles.
- **Renewal Options:** Clients may renew, purchase the vehicle, or initiate a replacement lease. UFS can advise on the best timing based on projected equity and market trends.
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor may result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Unified Fleet Services, LLC and their assignees, financial partners and related and the transaction funded on ALL proposals within 30 days of this proposal. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. Should there be a significant change in market rates at any time prior to funding of the transaction, Unified Fleet Services, LLC and their assignees and partners reserves the right to adjust the Interest Rate quoted above.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.

Jayden

This is the tractor quoted to Clinton City.
It is new but is aged inventory built in 2024.

Cable

Item	Qty	Description	Origin	List Price
1		PRICELIST 024 CJ		
		CONTRACT CONT004496 CO Inv 0% 12 Mo		
		COMMERCIAL MODEL FARMALL 110A TIER 4B -FARMALL 110A TIER 4B/FINAL PRO	MX	
		EMISSIONS TIER 4B -TIER 4B TIER 4B		
		MODEL PRO.110 -FA.PRO110		
		TRACTION 4WD -MFD		
		VERSION CAB -Cab		
		Base machine price		107,712.00
		PACKAGES XF4704X -Econ Cab EZ Package		5,164.00
		HIGH VISIBILITY WINDOW 391126 -Less High-Visibility Window		
		OPERATOR STRUCTURE #1 391610 -Cab With Fixed Front Screen		
		REAR WIPER & WASHER 330642 -Rear Wiper/Washer - Cab		334.00
		WORK LAMPS 336924 -4 Front and 4 Rear Cab Lights		324.00
		EXTREMITY LIGHTING 391206 -Std Less Extremity Light Pkg.		
		INSTRUCTOR SEAT 391127 -No Instructor Seat		
		SEAT 336923 -Air Suspension Seat w/Swivel		1,155.00
		CREEPER or Interlock 390266 -Less Creeper For 8+8		
		SPEED 391266 -19 MPH/30 KPH		
		TRANSMISSION 330061 -16x8 With Power Shuttle		2,500.00
		AUX RAMS 336784 -Hyd Lift - 1 Int & 1 Ext Cyl		869.00
		REAR HITCHES/DRAWBAR 392905 -Swinging Drawbar Less Clevis		
		DRAWBAR AND 3 POINT HITCH 390351 -Cat 2 Flex Links MDC		
		REAR REMOTES 429472 -2 Bosch RR Flow Ctrl		
		FRONT WHEELS AND TIRES 8267724 -13.6R28 (340/85R28) R1W Maxam		1,239.00
		REAR AXLE 390331 -Heavy-Duty Flange Axle		
		REAR WHEELS AND TIRES 8367123 -18.4R34 (460/85R34) R1W Singl		585.00
		FRONT FENDERS 390860 -Less Front Fenders		
		LOADER BRACKETS 390819 -Less Loader Ready_		
		FUEL TANK 391270 -Fuel Tank With Guard		
		FRONT BALLAST 390215 -Less Front Carrier and Weights		
		ALTERNATOR 390505 -120 AMP Alternator.		
		RADIO 392295 -Radio_		300.00
		Dealer Net		108,116.00
Discounted Selling Price \$91500				
HTS : 8701941000				
ECCN:				

Clinton City

Quote

Date 07/14/2026
 Prepared By JEREMY FLESCH
 Dealer / Quote # 040355 / 554367

Tractor Leases

"Buyer(s)": (Legal Name(s) and Address)

ROY FARMALL 110 A

UT

Phone :

"Seller": (Dealer's Legal Name and Address)

VALLEY IMPLEMENT & MOTOR CO., INC.

213 WEST 800 NORTH

PRESTON ID 83263

Phone : (208) 852-0430

EQUIPMENT AND TRADE-IN DETAILS

N / U	EQUIPMENT DESCRIPTION	MODEL	IDENTIFICATION NO. (PIN)	HOURS
N	Case IH Farmall 100A Tractor	110A PRO	CT02883M	10

"TRADE-IN EQUIPMENT" MAKE	SERIES	MODEL	IDENTIFICATION NO. (PIN)	HOURS	GROSS ALLOWANCE (In Dollars)	SECURED DEBT DUE (In Dollars)	NET TRADE-IN ALLOWANCE (In Dollars)

CONTRACT / LEASE QUOTE DETAILS	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
Quote Type	Lease-Mu					
Solve For	Payment					
Sales Program	987 - 0001					
Term in Months	36					
APR %	7.05					
Frequency	Monthly					
Payment Structure	N					
Skip Months						
Split Rates	N					
Effective Date	07/14/2026					
Interest / Lease Start Date	07/14/2026					
First Payment Date	08/14/2026					
Sale / Lease Price						
Cash Down Payment	\$ 0.00					
Net Trade-In	\$ 0.00					
Sales Tax	\$ 0.00					
PDI Insurance	\$ 0.00					
PPP	\$ 0.00					
Admin Fee	\$ 300.00					
Other Charges	\$ 0.00					
Official / Filing Fee	\$ 34.00					
Amount Financed / Lease Price						
Purchase Option	\$ 54,593.91					
# Advance Payments	1					
Irregular Advance	\$ 0.00					
Annual Hourly Usage	300					
Excess Usage Rate/Hr	\$25.00					
Estimated Payment *	\$ 1,462.87					
Total Cost To Own						

* Plus applicable taxes.

Roy Yardley 435 757 7433

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	July 28, 2026				
CONSENT AGENDA	X	BUSINESS AGENDA		RECOGNITION	
PETITIONER(S):	Dave Williams (Public Works Department)				
TYPE OF VOTE:	ROLL CALL		VOICE	X	
SUBJECT:	Well #2 Electrical Connection – Bid Award				
RECOMMENDATION:	Council award the Well #2 Electrical Connection Project to Black and McDonald for \$59,968.00.				

FISCAL IMPACT: \$59,968.00 total award. The project is partially funded by the Bureau of Reclamation with a 50% local match that amounts to \$29,984.00. The local match will be paid from the Water Impact Fee Account.

SUMMARY: In order to provide three phase power to the new well, an electrical conduit needs to be installed from 2300 North to the well site. Rocky Mountain Power will install the electrical lines but is requiring the City to install the conduit. We sent the project out to 7 contractors that perform this work. We received two bids back as follows:

Black and McDonald: \$59,968.00

BML Services: \$78,541.00

We recommend awarding the contract to Black and McDonald.

ATTACHMENTS: Bid Tabulation

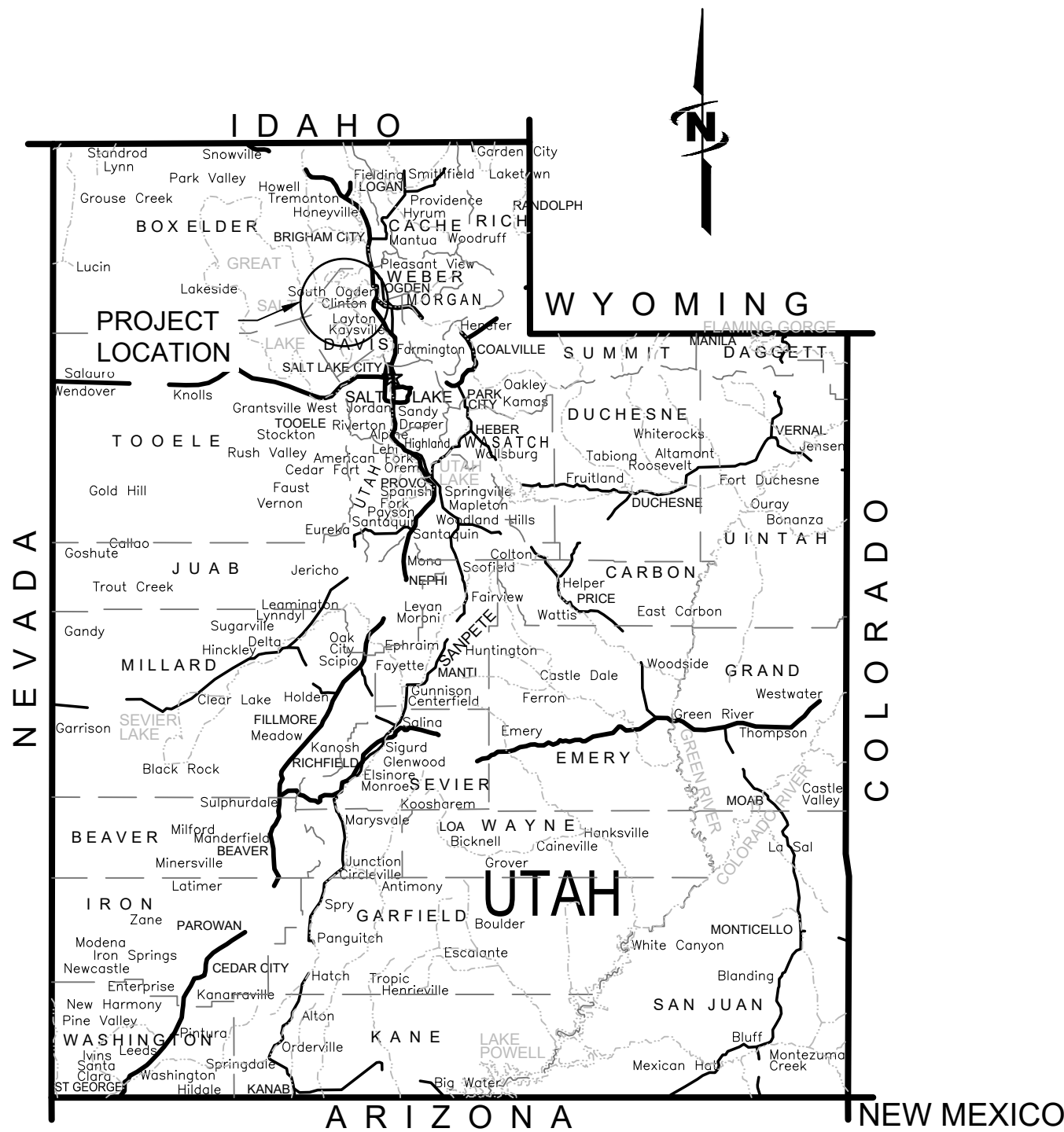
WELL #2 ELECTRICAL CONDUIT INSTALLATION

CLINTON CITY

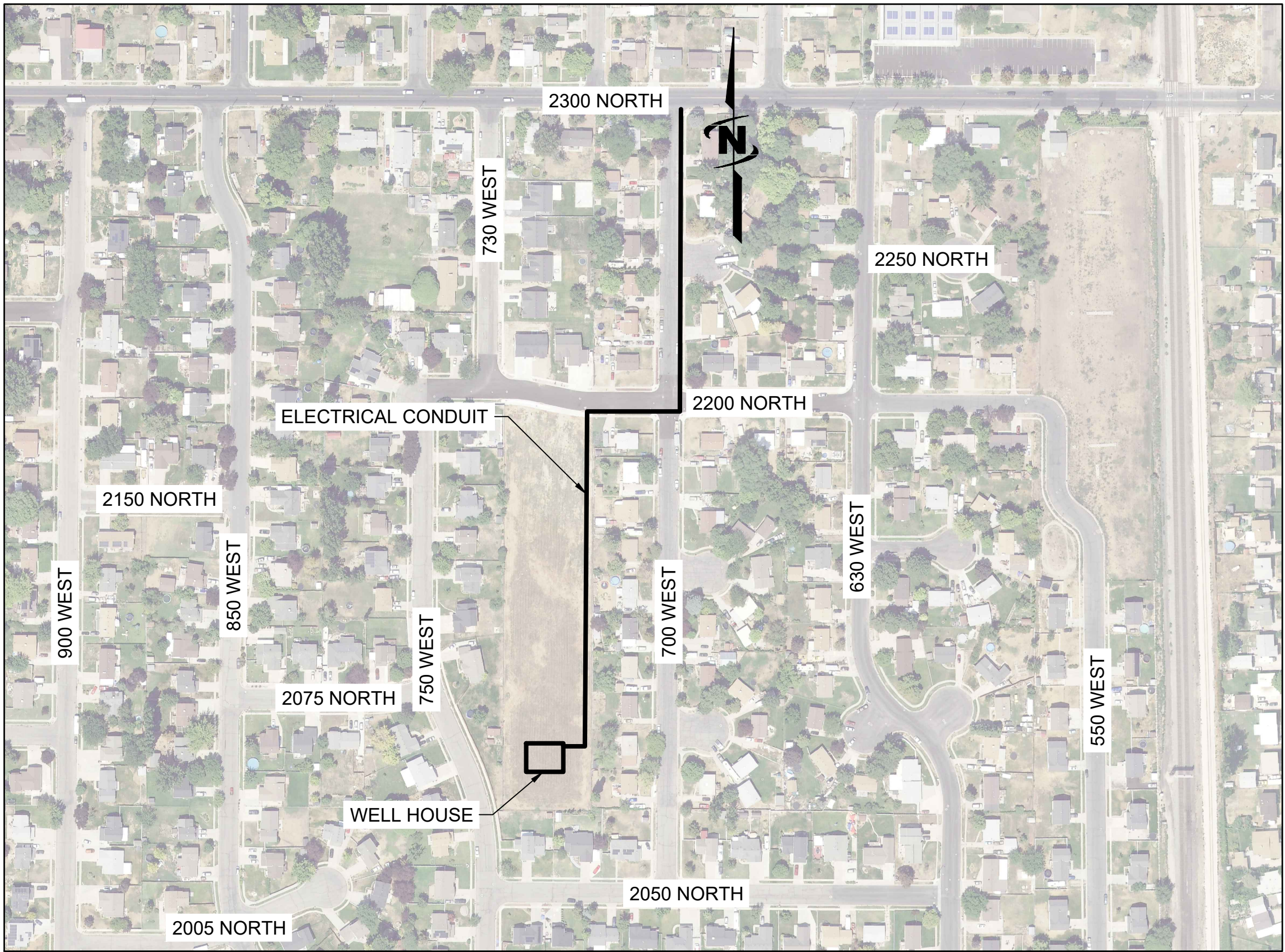
MAY 2026

BID SET

INDEX OF SHEETS	
GENERAL	
G-001	COVER SHEET
G-002	CIVIL NOTES
G-003	STANDARD LEGEND
G-004	STANDARD LEGEND
CIVIL	
CU-201	ELECTRICAL CONDUIT PLAN VIEWS
CU-202	ELECTRICAL CONDUIT PLAN VIEWS
CD-501	ELECTRICAL CONDUIT DETAILS



AREA MAP



VICINITY MAP



PROJECT NO. 55-24-035



J-U-B ENGINEERS, INC.

466 North 900 West, Kaysville, UT 84037
p 801 547 0393 w www.jub.com



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

REUSE OF DOCUMENTS

J-U-B grants to CLIENT a nonexclusive, non-transferable license to use the Drawings, Specifications and/or Contract Documents (Documents) as follows:

CLIENT may make and retain copies of the Documents for reference, but J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B. The Documents are not intended for use in creating dtm for grading or earthwork, survey staking layout (unless specifically identified as such in the documents), or property boundary layouts.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

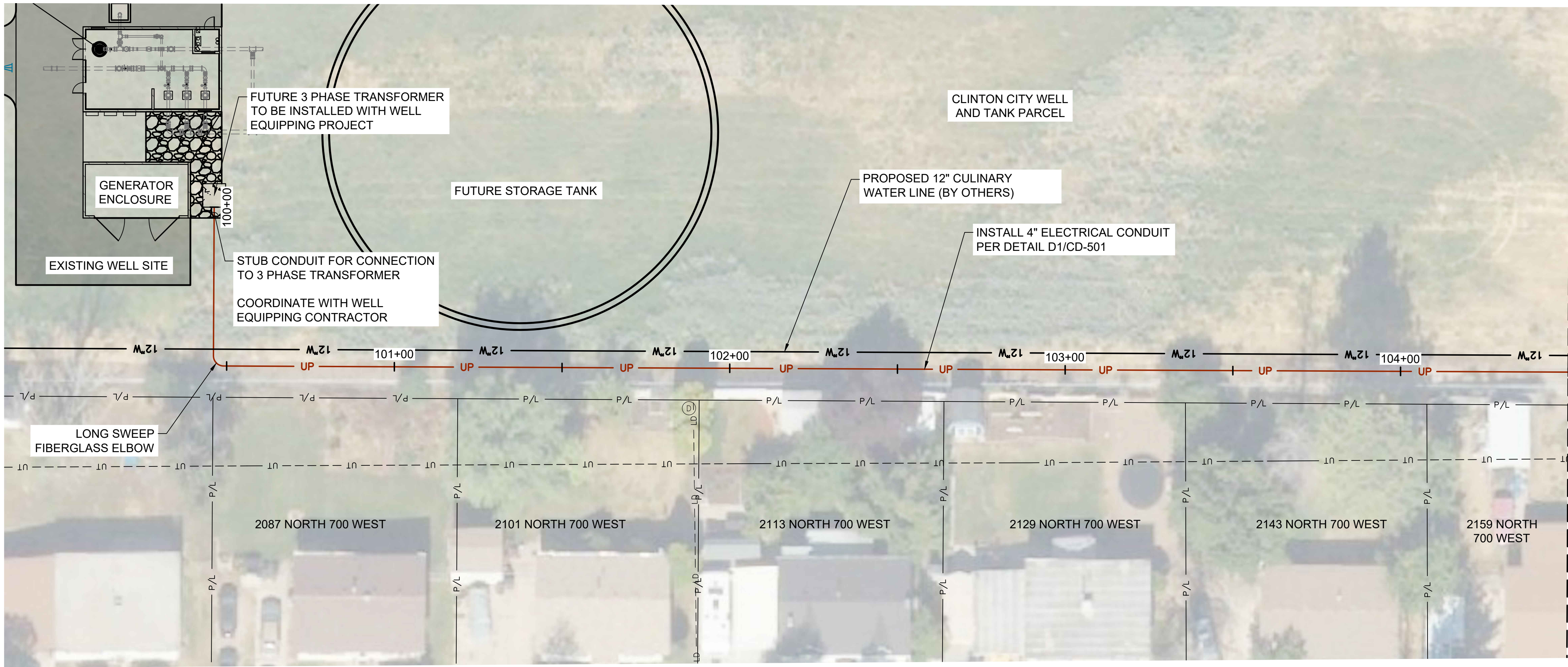
If the Documents are provided in electronic format, the electronic documents are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com

LAST UPDATED: 5/18/2026

SHEET NUMBER:

G-001

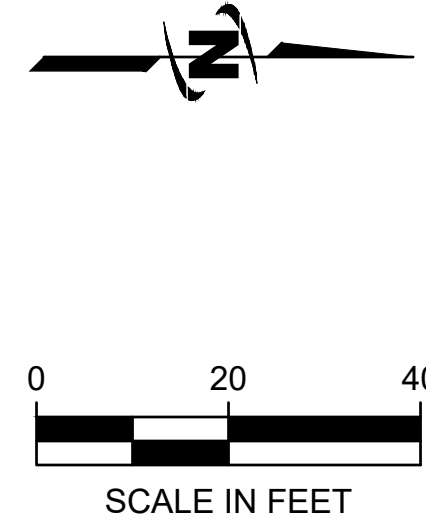
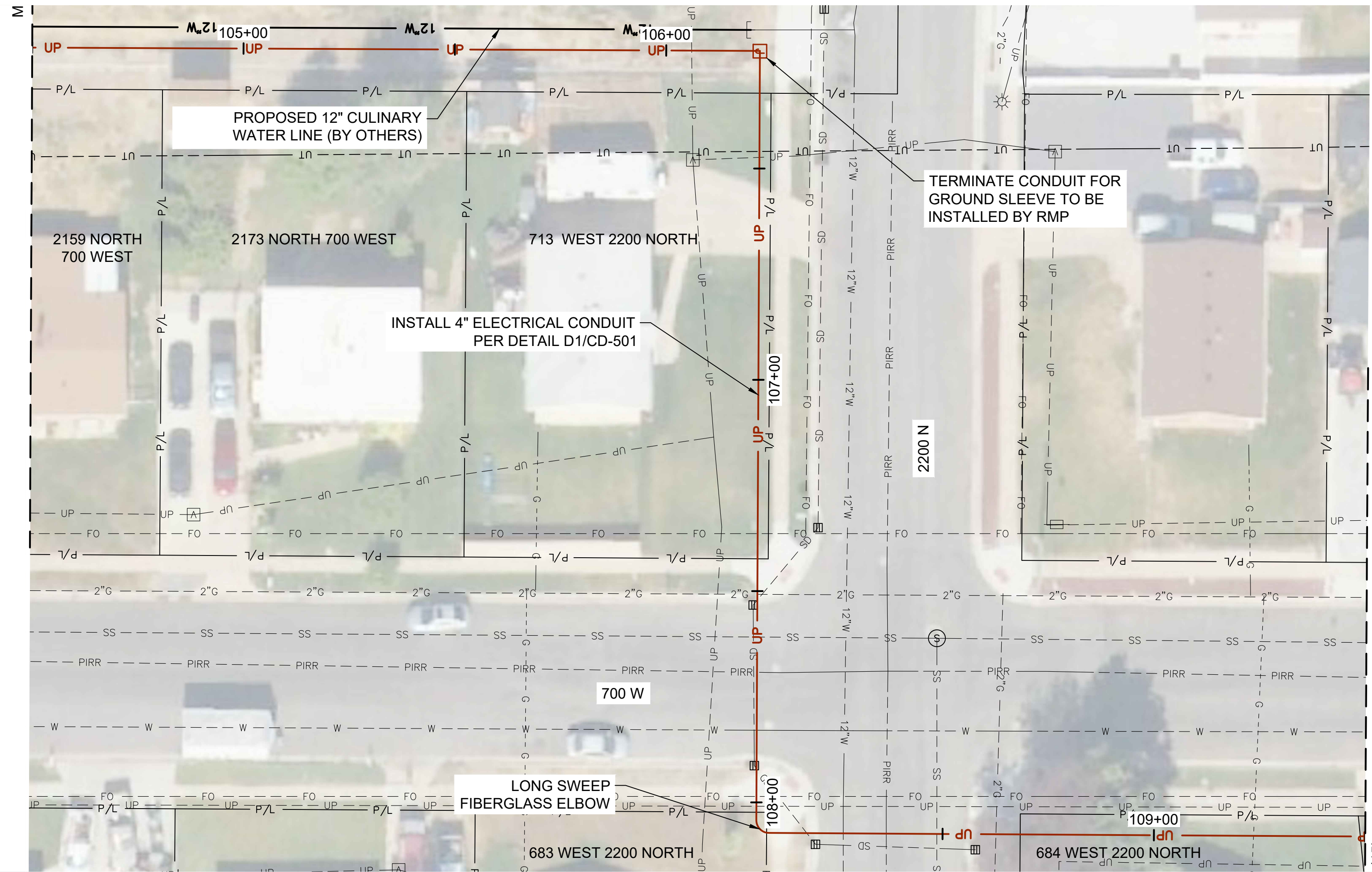
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SEE BELOW
MATCHLINE STA. 104+50.00

NOTES

1. ALL WORK TO BE COMPLETED ACCORDING TO CLINTON CITY AND ROCKY MOUNTAIN POWER STANDARDS.
2. CONDUIT TO BE INSTALLED WITHIN 7 FOOT PUBLIC UTILITY EASEMENT.
3. CONTRACTOR TO PROVIDE A SINGLE CONTINUOUS FLAT PULL LINE CAPABLE OF WITHSTANDING 1,000 LBS OF TENSION. INSTALLED WITH 6-FT OF EXTRA LINE EXTENDING FROM EACH OF THE CONDUIT. SECURE PULL LINE INSIDE THE ENDS & CAP BOTH ENDS OF THE CONDUIT.
4. FIBERGLASS LONG SWEEP ELBOWS REQUIRED AT ALL SWEEP LOCATIONS. NON-FACTORY BENDS ARE NOT ALLOWED.
5. CONTRACTOR RESPONSIBLE FOR ALL LANDSCAPE AND SURFACE RESTORATION.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, INC.
466 North 900 West
Kaysville, Utah 84037

Phone: 801.547.0393
www.jub.com

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NO.	REVISION	DESCRIPTION	BY	DATE

ELECTRICAL CONDUIT INSTALLATION CLINTON CITY CORPORATION

4-INCH ELECTRICAL CONDUIT PLAN VIEWS

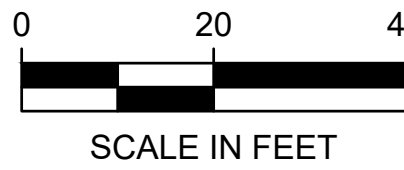
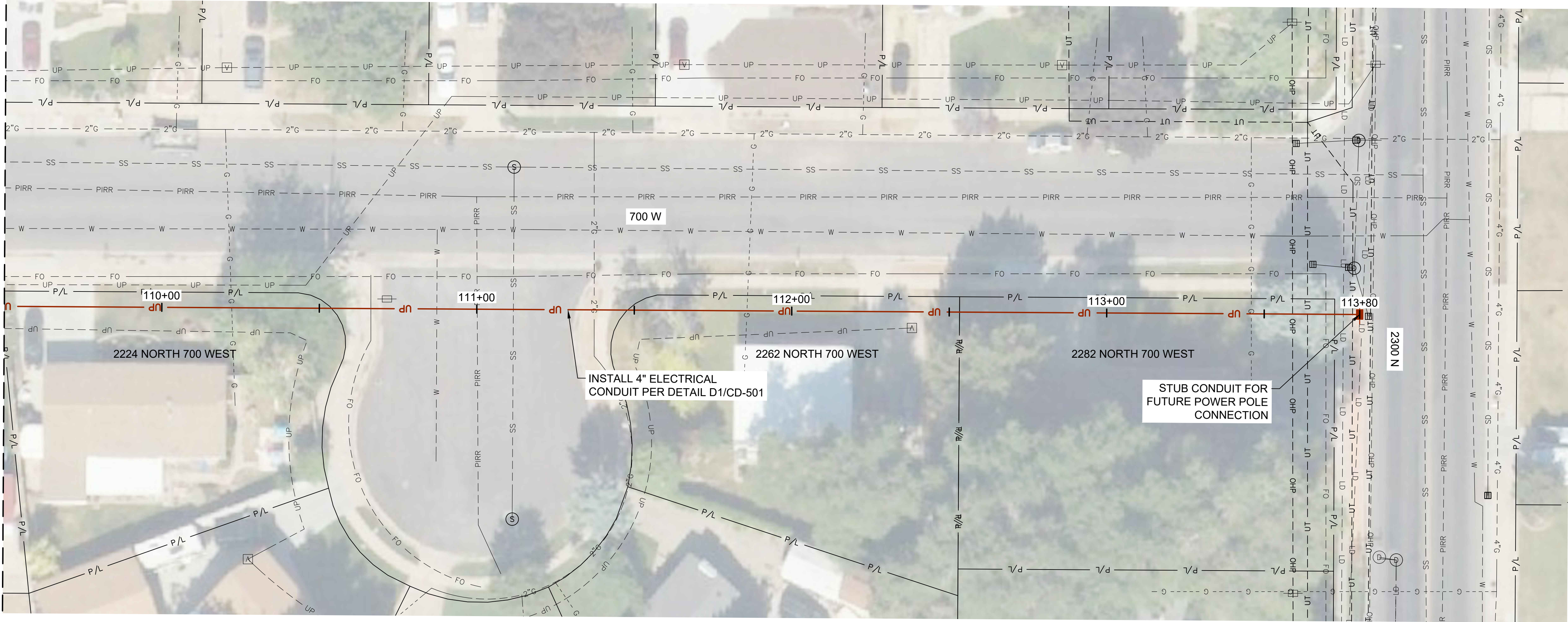
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LAST UPDATED: 5/18/2025

SHEET NUMBER:

CU-201

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MATCHLINE STA. 109+50.00
SEE SHEET CU-201



NOTES

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ELECTRICAL CONDUIT INSTALLATION
CLINTON CITY CORPORATION

4-INCH ELECTRICAL CONDUIT PLAN VIEWS

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JUB PROJ. #: 55-24-035
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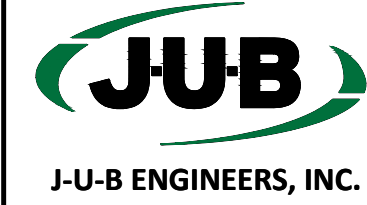
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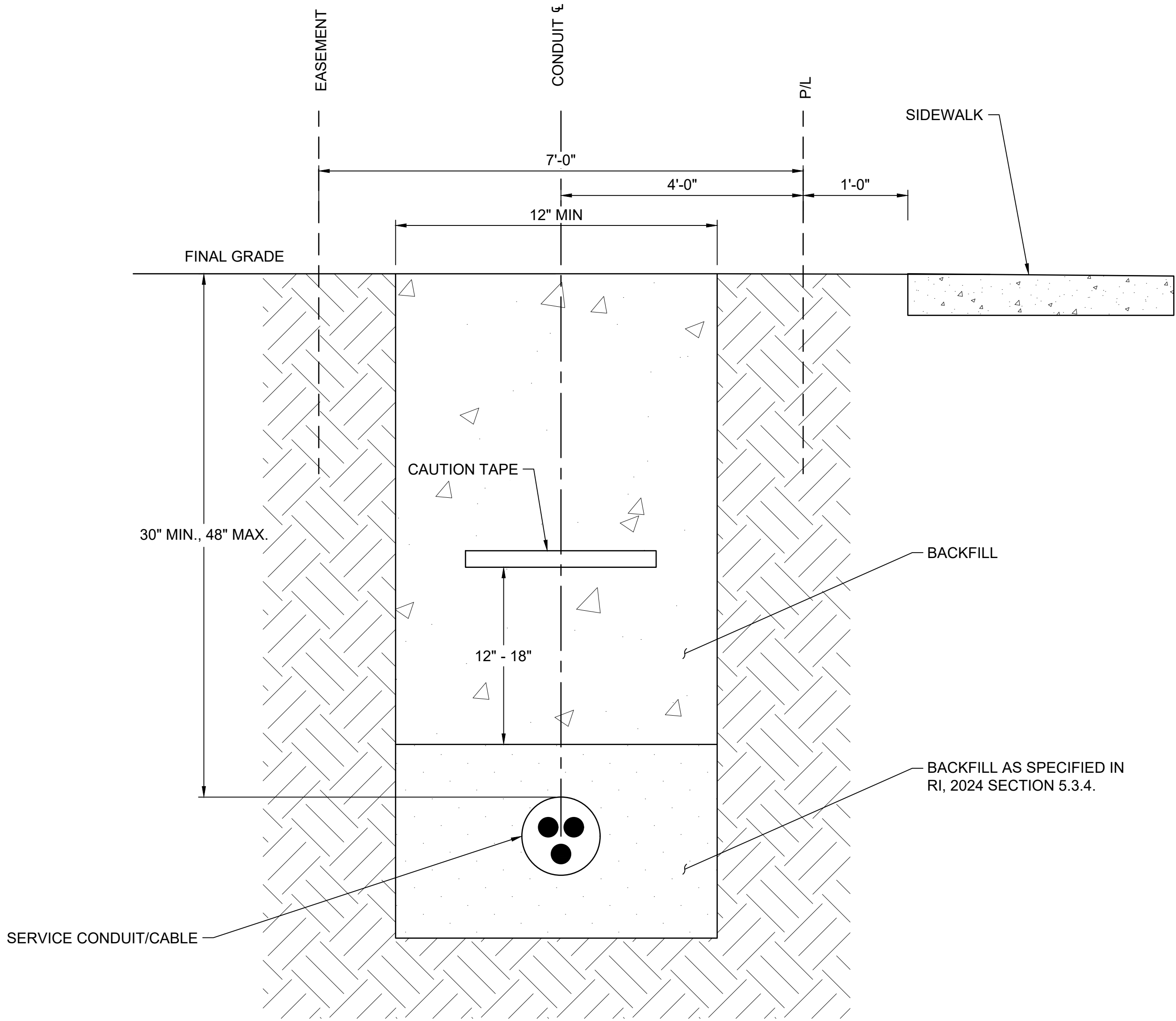
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D1 SERVICE TRENCH DETAIL
N.T.S.



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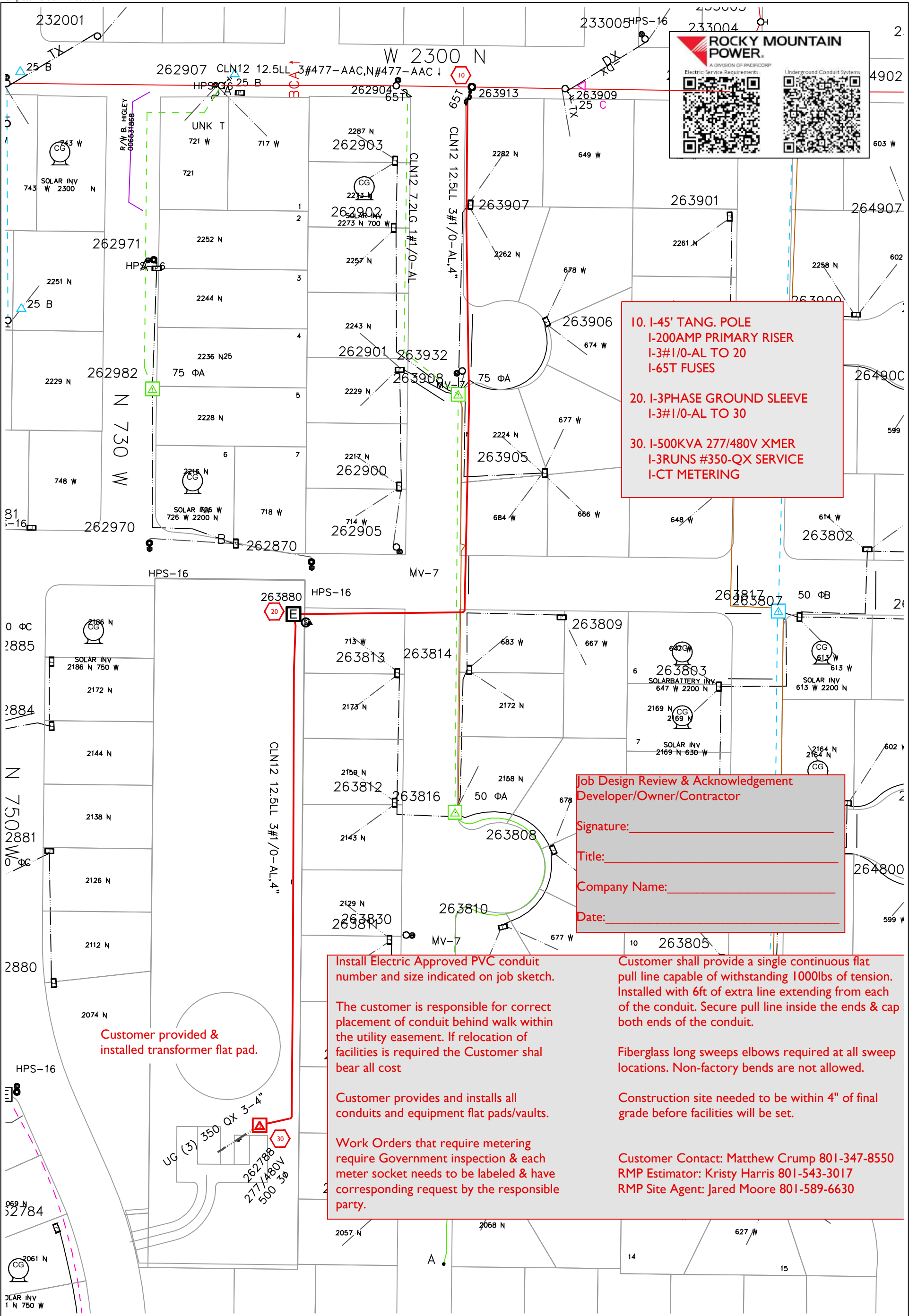
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NO.	DESCRIPTION	BY	DATE

ELECTRICAL CONDUIT INSTALLATION
CLINTON CITY CORPORATION
ELECTRICAL CONDUIT DETAILS

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LAST UPDATED: 3/31/2025

SHEET NUMBER:
CD-501

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ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

Electric Service Requirements



Underground Conduit Systems



10. I-45' TANG. POLE
I-200AMP PRIMARY RISER
I-3#1/0-AL TO 20
I-65T FUSES
20. I-3PHASE GROUND SLEEVE
I-3#1/0-AL TO 30
30. I-500KVA 277/480V XMER
I-3RUNS #350-QX SERVICE
I-CT METERING

Job Design Review & Acknowledgement
Developer/Owner/Contractor

Signature: _____

Title: _____

Company Name: _____

Date: _____

- Install Electric Approved PVC conduit number and size indicated on job sketch.
- The customer is responsible for correct placement of conduit behind walk within the utility easement. If relocation of facilities is required the Customer shall bear all cost
- Customer provides and installs all conduits and equipment flat pads/vaults.
- Work Orders that require metering require Government inspection & each meter socket needs to be labeled & have corresponding request by the responsible party.
- Customer shall provide a single continuous flat pull line capable of withstanding 1000lbs of tension. Installed with 6ft of extra line extending from each of the conduit. Secure pull line inside the ends & cap both ends of the conduit.
- Fiberglass long sweeps elbows required at all sweep locations. Non-factory bends are not allowed.
- Construction site needed to be within 4" of final grade before facilities will be set.
- Customer Contact: Matthew Crump 801-347-8550
RMP Estimator: Kristy Harris 801-543-3017
RMP Site Agent: Jared Moore 801-589-6630

Foreman		Emp #	Job Start Date		  I OF I		
CC#	WO# / REQ#	Map String	Job Complete Date				
11456	007570935	11205002.0					
Customer: CLINTON CITY Address: 725 W 2200 N # WELL CLINTON, UT 84015			Circuit CLN12	Post Jobs RQII Posted	EST ID# PI3198	Print Date 3/27/2026	Scale 1" = 100'

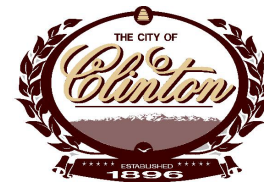
Bid Tabulation

Client: Clinton City
Project: Well #2 Electrical Connection
Project # 55-24-035
Date: June 30, 2026



				Engineer's OPC		Black And McDonald		BML Services	
Item #	Description	Unit	Estimated Quantity	OPC - Unit Price	OPC - Total Price	Bid Unit Price 1	Bid Total Price 1	Bid Total Price 3	Bid Total Price 32
1	Mobilization	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00
2	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 850.00	\$ 850.00	\$ 300.00	\$ 300.00
3	Install 4" Electrical Conduit	LF	1,380	\$ 50.00	\$ 69,000.00	\$ 41.00	\$ 56,580.00	\$ 50.85	\$ 70,173.00
4	Install 4" Fiberglass Sweep	EA	6	\$ 800.00	\$ 4,800.00	\$ 173.00	\$ 1,038.00	\$ 678.00	\$ 4,068.00
Total Bid Price				\$ 82,800.00		\$ 59,968.00		\$ 78,541.00	

**CLINTON CITY COUNCIL WORK SESSION MINUTES
2267 N 1500 W Clinton UT 84015**



Date: July 14, 2026

Time: 6:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015

Staff present: City Manager Trevor Cahoon, Fire Chief Jason Poulsen, Public Works Director Dave Williams, Finance Director Cory Christensen, Police Chief Shawn Stoker, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor.

1. CALL TO ORDER

Mayor Marie Dougherty called the work session to order at approximately 6:00 p.m. Council Members present included Dane Searle, Jennifer Christensen, and Spencer Arave. Adam Larsen attended electronically. Chris Danson was excused.

2. TUF STREET IMPROVEMENT DISCUSSION

Mayor Dougherty opened the discussion by explaining that the Transportation Utility Fee (TUF) had been placed on the work session agenda at the request of Councilmember Jennifer Christensen following the previous Council meeting. She stated that the purpose of the discussion was to identify Council concerns and determine what information staff should obtain through the upcoming Zions Public Finance study before any decisions are made. She noted that the study is expected to take approximately two months and that the discussion would help staff identify the information the Council needs before considering implementation.

Mayor Dougherty also conveyed comments and questions submitted by Councilmember Chris Danson, who was unable to attend the work session. She explained that Councilmember Danson asked the Council to consider whether a Transportation Utility Fee should ultimately be viewed as a long-term funding source or whether, following the required statutory review period, roadway maintenance could eventually transition to property tax funding. He also questioned whether street maintenance is more appropriately funded through property taxes or through a dedicated Transportation Utility Fee. These questions served as the basis for much of the Council's discussion regarding long-term funding strategies and the appropriate funding mechanism for transportation infrastructure.

Mayor Dougherty

Mayor Dougherty encouraged Council members to discuss the issues they wanted addressed through the upcoming study and asked what information would help them make an informed decision. She suggested that, if legally permissible, the City consider developing a multi-year Transportation Utility Fee schedule that would provide residents

with predictable, incremental increases rather than significant one-time adjustments. She stated that publishing a long-term funding roadmap would improve transparency and allow residents to understand how the City intends to meet its roadway maintenance obligations over time.

The Mayor further emphasized the importance of establishing a reasonable level of service for the City's street system before determining fee levels. She stated that the previously discussed forty-year pavement replacement cycle appeared to represent a practical balance between accepted engineering practices and the City's financial limitations. She also stressed that public education would be essential so residents understand the need for a dedicated transportation funding source and how future rates would be determined.

In response to Councilmember Danson's questions, Mayor Dougherty shared her opinion that relying solely on future property tax increases to replace the Transportation Utility Fee would not be sustainable given the City's numerous General Fund obligations. She noted that transportation infrastructure represents an ongoing responsibility and that a dedicated fee would likely provide a more stable long-term funding source.

Councilmember Dane Searle

Councilmember Searle expressed support for establishing a dedicated funding source for street maintenance. Drawing on experience from another community, he noted that while capital improvement fees have been used elsewhere, he believed a Transportation Utility Fee was a more appropriate mechanism for roadway funding. He stated that his primary concern was understanding how the City could realistically generate sufficient revenue to address both immediate deficiencies and long-term maintenance needs.

He supported developing a long-range funding roadmap for future councils and observed that delaying implementation would only increase costs because of inflation. He indicated that he would prefer to see the City work toward eliminating the current funding deficiency within approximately three to five years, subject to the financial analysis provided by the upcoming study.

Councilmember Jennifer Christensen

Councilmember Christensen stated that it would be important for residents to understand that any Transportation Utility Fee would be supported by documented need rather than serving as an arbitrary charge. She observed that although the fee could legally be reconsidered in the future, roadway maintenance represents an ongoing obligation and should be presented to the public as a long-term investment in the City's infrastructure.

She also agreed that the proposed forty-year replacement cycle represented a reasonable maintenance standard given the City's available resources and that dedicating the fee specifically to transportation improvements would provide transparency by clearly identifying the purpose of the revenue collected.

Councilmember Adam Larsen

Councilmember Larsen stated that before determining fee amounts, the Council should first establish the desired level of service for maintaining the City's streets. He recommended identifying the annual funding necessary to maintain that service level and then creating a phased implementation plan that gradually increases revenues until the City reaches its long-term funding objective. He felt this approach would provide residents with a clear understanding of both the City's transportation needs and the rationale behind future rate increases.

Councilmember Larsen also noted that dedicating transportation revenues specifically for roadway maintenance would help protect those funds from being redirected to other municipal priorities in future years, thereby creating a more stable and reliable funding source for transportation infrastructure.

Councilmember Spencer Arave

Councilmember Arave expressed support for utilizing a Transportation Utility Fee rather than relying solely on property taxes to fund street maintenance. He observed that a utility fee would require tax-exempt properties, which also use the City's transportation system, to contribute toward roadway maintenance. He further commented that a dedicated transportation fund would help ensure that roadway improvements remain a priority and are less likely to be deferred in favor of competing budget needs.

Council Consensus

Council members generally agreed that the Transportation Utility Fee study should provide:

- An analysis of the appropriate roadway level of service.
- Revenue required to sustain that level of service.
- Options for phased implementation over several years.
- Equivalent Residential Unit (ERU) calculations for residential and commercial properties.
- Revenue projections under various fee scenarios.
- Funding strategies to address both the existing maintenance backlog and long-term infrastructure preservation.

The Council agreed that no policy decisions should be made until the Transportation Utility Fee study is completed and reviewed. Staff was directed to proceed with the study and return with funding alternatives and recommendations for future Council consideration.

The meeting adjourned at 6:50 PM.

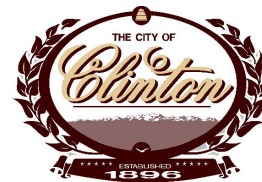
CLINTON CITY COUNCIL MEETING MINUTES

Date: July 14, 2026

Time: 7:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015

Mayor: Marie Dougherty



City Council: Spencer Arave, Jennifer Christensen, Chris Danson, Dane Searle.
Councilmember Adam Larsen attended electronically.

Staff: City Manager Trevor Cahoon, Police Chief Shawn Stoker, Fire Chief Jason Poulsen, Assistant Fire Chief Nick Jarvis, Code Enforcement Officer Tyler Andrews, Public Works Director David Williams, Parks and Recreation Director Brooke Mitchell, Parks Manager Benji Frye, Treasurer Steve Hubbard, Richard Brough, Sgt Ronnie Aldridge, Josh Rodriguez, Zach Tucker, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor

Attendees: Dereck Bauer, Alain Pages, Connie Valentine, Dan Tyler, Tammy Hubbard, Aaron & Camellia Malone, Daniel Martinez, Walter Ruiz

CALL TO ORDER

Mayor Dougherty called the meeting to order at 7:00 p.m.

The Pledge of Allegiance was performed by all those in attendance.

Councilmember Chris Danson provided an invocation.

ROLL CALL

Mayor Dougherty, Councilmembers Arave, Christensen, Danson and Searle were all present. Councilmember Larsen attended electronically

PUBLIC INPUT

Daniel Martinez, Clinton resident, addressed the Council regarding the recently adopted weed ordinance. He expressed concern with the amendment that reduced the maximum allowable weed height from ten inches to six inches for residential properties while allowing certain undeveloped properties to remain at a ten-inch standard. Mr. Martinez stated that he believes all properties should be held to the same standard and that providing an exception creates preferential treatment. He encouraged the Council to reconsider the provision.

Mayor Dougherty thanked Mr. Martinez for his comments and explained that the Council's intent was not to provide preferential treatment for developers, but to recognize the unique challenges associated with maintaining large undeveloped parcels. She noted that many of these properties are owned by long-time residents rather than developers and often require specialized equipment to maintain. Requiring these properties to be maintained at the same frequency as residential lots could create a significant financial burden.

City Manager Trevor Cahoon added that undeveloped properties vary greatly in size, ranging from small parcels to properties exceeding one hundred acres. Weather conditions and rapid vegetation growth can make continual maintenance difficult. He explained that the City strives to balance neighborhood appearance with reasonable enforcement expectations while continuing to work with property owners to maintain compliance. Mr. Cahoon noted that Code Enforcement maintains regular communication with owners of larger properties and that the ordinance is intended to provide flexibility while still allowing the City to address nuisance properties.

There being no additional public comments, Mayor Dougherty closed the Public Input portion of the meeting.

RECOGNITIONS

Fire Badge Pinning Ceremony

Fire Chief Jason Poulsen recognized Ty Andrews, who serves as both Code Enforcement Officer and as the Fire Marshal, for successfully completing the State Fire Inspector certification. Chief Poulsen noted that the certification is one of the most challenging in the fire service and congratulated Mr. Andrews for passing the examination on his first attempt.

Chief Poulsen explained that Mr. Andrews's dual role allows him to assist with approximately 250 annual fire inspections conducted throughout the City while continuing to support code enforcement responsibilities. Deputy Chief Jarvis participated in the badge pinning ceremony.

The Mayor and City Council congratulated Mr. Andrews on his accomplishment and thanked him for his service to Clinton City.

Police Officer Oath of Office

Police Chief Shawn Stoker introduced Officer Saddle Leist, the Clinton Police Department's newest police officer. Chief Stoker stated that Officer Leist is currently attending the police academy and has demonstrated exceptional performance throughout her training. He noted her previous military service in the United States Air Force and expressed confidence that she will be an outstanding addition to the department.

Chief Stoker administered the Oath of Office, after which Sergeant Ronnie Aldridge performed the badge pinning ceremony.

Councilmember Christensen expressed appreciation for all first responders, sharing a recent experience at a Fourth of July celebration where law enforcement officers immediately responded to a potentially dangerous situation without hesitation. She thanked emergency responders for their willingness to place themselves in harm's way to protect the public and welcomed Officer Leist to the Clinton Police Department.

Mayor Dougherty also expressed appreciation to all first responders for their dedicated service to the community.

New CERT Member Recognition

CERT Coordinator Connie Valentine introduced Camellia Malone and Aaron Malone as Clinton City's newest Community Emergency Response Team (CERT) members after successfully completing the eight-week CERT training program.

Ms. Valentine explained that CERT volunteers receive emergency preparedness training and assist residents during emergencies and disasters. Mayor Dougherty presented certificates recognizing their completion of the program.

Fire Chief Poulsen thanked the entire CERT organization for its assistance during the Fourth of July fireworks restrictions, noting that volunteers provided significant support by patrolling neighborhoods and assisting the Fire Department throughout the event.

Mayor Dougherty commended the volunteers for their willingness to serve the community and thanked them for dedicating their time to emergency preparedness.

Employee Service Awards

City Manager Trevor Cahoon recognized employees celebrating service milestones with Clinton City and thanked each of them for their dedication to the organization.

The following employees were recognized:

- Richard "Rich" Brough – 10 Years of Service
- Sergeant Ronnie Aldridge – 10 Years of Service
- Josh Rodriguez – 5 Years of Service
- Zach Tucker – 5 Years of Service
- Steve Hubbard – 25 Years of Service

Mr. Cahoon offered special recognition to Treasurer Steve Hubbard for his 25 years of dedicated service and congratulated him on his upcoming retirement. He thanked each employee for their commitment and contributions to Clinton City.

Mayor Dougherty expressed appreciation for all of the employees being recognized and thanked them for the positive impact they have on the organization and the community.

Meet the New Parks Manager

Parks and Recreation Director Brooke Mitchell introduced Benji Frye, the City's new Parks Manager.

Ms. Mitchell explained that Mr. Fry brings more than twenty years of parks management experience, including supervisory and management positions with Layton City and Clearfield City. She highlighted his extensive experience in park maintenance, budgeting, urban forestry, trail systems, and staff management, noting that he was selected from a highly qualified applicant pool.

Mr. Frye briefly introduced himself to the Council and community, sharing that he is originally from South Carolina and has worked in parks and recreation throughout his career after beginning as a seasonal employee. He discussed the support of his family and expressed appreciation for the warm welcome he has received since joining Clinton City. Mr. Frye stated that he looks forward to serving the community and working with City staff.

Mayor Dougherty welcomed Mr. Frye to Clinton City and thanked him for accepting the leadership position.

BUSINESS ITEMS

FINANCE REPORT, JUNE 2026

Finance Director Cory Christensen presented the financial report for the fourth quarter of Fiscal Year 2025-2026. He explained the report represents a preliminary year-end summary and advised the Council that several revenue and expenditure items had not yet been posted due to staffing vacancies, workload demands, and recent payroll processing issues. As a result, several revenue and expenditure categories reflected larger variances than would be shown in the final audited financial statements.

Mr. Christensen explained that several months of sales tax revenue, Class C Road Funds, gas tax revenue, ambulance revenue, administrative service fees, and the final payroll entries had not yet been recorded when the report was prepared. He stated that these items would substantially reduce many of the reported variances and that the City's year-end audit would present a more accurate picture of the City's financial position.

Mr. Christensen also explained that several special revenue funds show significant variances because the City's budgeting process requires the use of fund balance to be budgeted as revenue even though those funds have already been accumulated. Consequently, those variances are largely the result of accounting and budgeting requirements rather than actual financial concerns.

Councilmember Searle asked whether staff had any concerns regarding the City's financial position once the year-end adjustments were completed.

Mr. Christensen responded that he did not have any significant concerns. He explained that budget amendments adopted during the fiscal year have brought revenues and expenditures into alignment and he anticipates the City will finish the fiscal year very close to the amended budget while remaining within authorized spending limits.

The Council thanked Mr. Christensen for the report.

PUBLIC HEARING, ORDINANCE 26-05, CODE UPDATES TO TITLES 1 AND 2 OF THE CLINTON CITY CODE

Mayor Dougherty introduced Ordinance No. 26-05, explaining that the ordinance primarily consists of legislative updates to Titles 1 and 2 of the Clinton City Code. She stated that the proposed amendments updated statutory references, clarified administrative procedures, incorporated current provisions of the Utah Open and Public Meetings Act and the Government Records Access and Management Act (GRAMA), and adopted certain sections of Utah law by reference to reduce the need for future amendments when state law changes.

Mayor Dougherty explained that one provision of the ordinance proposed repealing Chapter 2-17, Municipal Term Limits. She reported that after the City adopted the ordinance in 2025, she had discussions with representatives of the Utah League of Cities and Towns, including its Deputy Director, a former Utah State Elections Director, who advised that municipal term limits may be subject to legal challenge because Utah law establishes the qualifications for municipal candidates. She noted that only a small number of Utah municipalities had adopted municipal term limits, no Utah case law exists on the topic, and differing legal opinions exist. She emphasized that the purpose of presenting the issue was to provide the Council with current legal guidance so it could determine whether to retain the ordinance, repeal it, or seek additional legal review before making a decision.

Prior to opening the public hearing, Councilmember Christensen asked who had been involved in the discussions with the Utah League of Cities and Towns. Mayor Dougherty explained that she had been the primary contact, with City Manager Trevor Cahoon participating in some discussions, and described how the issue came to her attention following the City's adoption of the term limits ordinance. She explained that after additional interest was expressed by Councilmembers and members of the public, she requested additional information from the League to present to the Council.

Councilmember Searle questioned why the matter was being presented during a regular Council meeting rather than first being discussed during a work session. Mayor Dougherty responded that she wanted to first determine the Council's interest in the issue before scheduling additional discussion, noting that the Council had several options available, including removing the provision from the ordinance, studying it further, or taking no action.

Councilmember Arave shared that although he had not spoken directly with the League, he had conducted independent research, including reviewing Syracuse City's discussion of municipal term limits. He noted that Syracuse's legal counsel had expressed similar concerns regarding the legal uncertainty surrounding the issue and that, while the courts have not ruled on the matter, the available legal guidance suggested municipalities should proceed cautiously.

Councilmember Danson asked what research had been completed before Clinton originally adopted the term limits ordinance. Mayor Dougherty explained that the ordinance had been adopted on a relatively short timeline and acknowledged that there had been limited research specific to municipal term limits. She noted that while numerous studies exist regarding legislative and congressional term limits, there is very little research addressing municipal offices.

Councilmember Searle expressed his desire to hear directly from City Attorney Todd Godfrey before the Council considered repealing the ordinance. Mayor Dougherty advised that she had discussed the issue with the City Attorney earlier in the day and that, while legal arguments could be made on either side, he acknowledged the League's concerns regarding the legal uncertainty of municipal term limits.

Mayor Dougherty opened the public hearing at 8:06 p.m.

Daniel Martinez, a Clinton resident, commented that he agreed municipal term limits did not appear to be well suited for local government because they could unnecessarily limit the pool of individuals available to serve in elected office. He then asked how staff determines which legislative or administrative code changes are brought before the City Council for consideration. Specifically, he questioned who decides whether a proposed change is considered a routine administrative matter or one significant enough to warrant Council review and discussion.

Mayor Dougherty explained that agenda development is a collaborative process involving the Mayor, City Manager, and staff. She stated that matters involving policy, ordinances, resolutions, significant expenditures, or legal liability are brought before the City Council, while routine administrative matters are handled by staff in accordance with existing policy and state law. She emphasized that staff would not intentionally withhold significant policy issues from the Council and that the Council retains the authority to review and act on legislative matters.

City Manager Trevor Cahoon further explained that his role is to administer the policies adopted by the City Council, while the Mayor serves as the City's chief executive officer and oversees implementation of those policies. He stated that administrative decisions are generally handled by staff, but when a matter involves policy or the existing policy is unclear, staff consults with the Mayor and, when appropriate, brings the issue before the City Council for direction.

There being no additional comments, Mayor Dougherty closed the public hearing.

Following the public hearing, the Council continued its discussion regarding Chapter 2-17. Councilmembers expressed support for obtaining additional legal review before making a final decision regarding municipal term limits while also recognizing that the remaining amendments contained in Ordinance No. 26-05 consisted primarily of legislative updates and administrative housekeeping revisions.

Councilmember Christensen stated that she supported keeping the City's code current with legislative changes but believed the term limits issue had become a separate policy discussion that deserved additional consideration. She expressed concern that significant policy issues should be discussed with the Council earlier in the process and encouraged greater collaboration among the Mayor, Council, staff, legal counsel, and outside organizations before recommendations are presented. She stated that early collaboration would strengthen the Council's decision-making process and help ensure all viewpoints are considered before policy recommendations are finalized.

Mayor Dougherty thanked Councilmember Christensen for her comments and agreed that open communication and collaboration are important. She explained that staff routinely researches legislative issues and presents recommendations to the Council but emphasized that the Council is ultimately responsible for establishing City policy. She reiterated that staff's intent was not to advocate for or against municipal term limits but to present the current legal guidance, explain the potential risks, and allow the Council to determine how it wished to proceed. She stated that she welcomed continued discussion regarding ways to improve communication while maintaining an efficient legislative process.

Mayor Dougherty explained that the City's Rules of Procedure normally require ordinances receiving a public hearing to be considered for adoption at a subsequent meeting. She advised that if the Council wished to move forward with the remaining legislative updates while postponing only Chapter 2-17, it would first need to suspend the Rules of Procedure and amend the ordinance to remove the term limits chapter from consideration. She explained that this procedure would allow the Council to adopt the routine legislative updates without delaying them while additional legal review of the municipal term limits issue was completed.

Councilmember Arave moved to postpone consideration of Ordinance No. 26-05 until the July 28, 2026, City Council meeting to allow additional time for Council review and consideration. Councilmember Danson seconded the motion. During discussion, Councilmembers expressed a desire to move forward with the routine legislative updates while continuing the discussion regarding Chapter 2-17 separately.

Councilmember Christensen made a substitute motion to suspend the Rules of Procedure, amend Ordinance No. 26-05 by removing Chapter 2-17 (Municipal Term Limits), and consider the amended ordinance that evening. Councilmember Danson seconded the substitute motion. Following discussion, the substitute motion passed by roll call vote, with Councilmember Arave voting No and Councilmembers Christensen, Danson, Larsen, and Searle voting Yes.

The Council then adopted Ordinance No. 26-05, as amended, postponing discussion of Chapter 2-17 to the July 28 meeting. Councilmember Searle requested that City Attorney Todd Godfrey provide written confirmation of his legal opinion regarding municipal term limits before the Council considered the matter again. Mayor Dougherty agreed that the issue would return to the Council with additional legal input before any further action was taken.

FISCAL YEAR 2025-26 FRAUD RISK ASSESSMENT REPORT

Finance Director Corey Christensen presented the Fiscal Year 2025-2026 Fraud Risk Assessment, explaining that the assessment is completed annually as required by the Utah Office of the State Auditor. He stated that the assessment evaluates the City's policies, internal controls, and operational practices designed to reduce the risk of fraud. Each control is assigned a point value, resulting in an overall fraud risk score and risk category.

Mr. Christensen reported that Clinton City received a score of 305 points, placing the City in the Moderate Risk category, which is consistent with the City's assessment results over the past several years. He explained that while the City's policies and procedures generally remain consistent from year to year, staff continually reviews internal controls to determine whether existing processes can be strengthened or improved as staffing assignments and operational responsibilities evolve. He noted that Finance staff had already identified several internal processes that could be enhanced to further strengthen the City's internal controls.

Councilmember Danson asked for clarification on Question No. 6 on the Basic Separation of Duties Questionnaire, which indicated that periodic general ledger reports were not reviewed by someone other than the clerk and did not identify a mitigating control. Mr. Christensen explained that the City does have a control in place for that process but believed it could be strengthened. He indicated the omission of the mitigating control notation on the questionnaire was likely an oversight and would be corrected.

There were no further questions from the Council. Mayor Dougherty noted that the Fraud Risk Assessment was presented for informational purposes only and that no Council action was required.

CONSENT ITEMS

1. Award Bid on Pump House
2. Public Treasurer's Investment Fund Certification of Authorized Individuals Resolution
3. Approval of Minutes: June 23, 2026 City Council Work Session and City Council Meeting
4. Approval of Accounts Payable: None

Mayor Dougherty presented the Consent Agenda for Council consideration. She briefly reviewed each item, noting that the award of the Pump House Project construction contract was a significant capital project associated with the City's new well. She explained that MJM Construction submitted the lowest responsive bid in the amount of \$2,299,000 and that the project would be funded through previously identified funding sources, including a grant from the Bureau of Reclamation. She also noted that the pump house is the next phase

necessary to place the new well into service, with additional improvements, including a future storage tank, planned for completion.

Mayor Dougherty also explained that the Public Treasurer's Investment Fund certification was being updated to remove former employees and authorize the appropriate current staff members to access the City's investment accounts. The remaining consent items included approval of the meeting minutes and the monthly Accounts Payable.

Councilmember Searle commented that he was pleased to see seven contractors submit bids for the Pump House Project, noting that many public projects receive only one or two bids. He stated that the competitive bidding process provided greater confidence in the bid results. Mayor Dougherty agreed that the number of bids received was encouraging and strengthened confidence in the award recommendation.

MOTION: Councilmember Danson moved to approve the consent items. Councilmember Arave seconded the motion. All members voted in favor of the motion. The motion carried.

OTHER BUSINESS

Fireworks After-Action Discussion

At the request of the Mayor, Fire Chief Jason Poulson provided an overview of the City's Fourth of July fireworks operations. Chief Poulson reported that the City's planning efforts, including pre-event coordination, staff assignments, and deployment of Community Emergency Response Team (CERT) volunteers, contributed to a successful holiday weekend. He stated that residents generally complied with the City's fireworks restrictions, used appropriate safety precautions, and enjoyed the holiday responsibly. Chief Poulson reported that only two minor fire incidents occurred during the four-day fireworks period, one of which was extinguished before emergency personnel arrived. Based on historical call data and this year's results, he concluded that the City's approach to restricting fireworks in high-risk areas while allowing their use elsewhere was effective. He also noted that staff would review the fireworks restriction map and consider improvements to make it easier for residents to understand in future years.

Mayor Dougherty invited Council Members to provide comments regarding the City's response and to discuss potential considerations should the Governor issue a similar executive order for Pioneer Day.

Councilmember Christensen commended the planning efforts of City staff and stated that the restriction map appeared to be well thought out and appropriately targeted to higher-risk areas. She also expressed appreciation for the professionalism demonstrated by the Mayor and Fire Chief during public discussion surrounding the City's decision.

Councilmember Arave commented that he looked forward to seeing the economic impact of visitors purchasing fireworks within Clinton. Chief Poulson responded that while some visitors from neighboring communities came to Clinton to use fireworks in permitted

areas, there were very few issues. He noted that staff addressed one situation involving teenagers using fireworks in an inappropriate location, who voluntarily relocated after being contacted, and reported one arrest during the holiday period while assisting the Police Department.

Councilmember Larson thanked City leadership for carefully evaluating public safety while also considering the impacts on local businesses and residents. He stated that he appreciated the City's measured approach and its commitment to allowing residents to responsibly govern themselves where conditions safely permitted. Mayor Dougherty agreed, explaining that the City's decision was based on an analysis of local emergency conditions and available authority under the Governor's executive order. She stated that City officials concluded Clinton did not experience the extreme fire hazards or strained emergency resources that would warrant a broader prohibition and believed the City's approach appropriately balanced public safety with individual responsibility.

Councilmember Danson asked about future communication strategies should similar emergency restrictions be considered. Mayor Dougherty explained that the City released information promptly to provide residents and local businesses with advance notice, but unexpected media coverage created confusion regarding Clinton's actions. She noted that communication strategies would be evaluated and refined if similar circumstances arise in the future. City Manager Trevor Cahoon added that the situation resulted from several unique circumstances occurring simultaneously and agreed there were opportunities to improve future public communications while recognizing the challenges posed by rapidly changing statewide conditions.

Councilmember Christensen also asked whether the City should review its procedures for neighborhood street closures associated with block parties. Mr. Cahoon reported that staff had already begun reviewing the City's special event permitting process, including roadway closures, notification requirements, and interdepartmental coordination, with the goal of developing a clearer and more consistent process for future neighborhood events.

CITY MANAGER/DEPARTMENT HEAD REPORTS

CITY MANAGER REPORT

City Manager Trevor Cahoon informed the Council that he intended to begin scheduling periodic one-on-one meetings with each Councilmember to better understand their priorities, concerns, and interests. He explained that the purpose of the meetings was to strengthen communication and collaboration between the Council and staff.

COUNCIL REPORTS

Councilmember Christensen reported that the July Planning Commission meeting had been canceled and stated she would attend the next scheduled meeting. She also reported that she met with Youth City Council Advisor Tangy Daley regarding upcoming Youth City Council activities, including participation in the Fire Department Open House and planning for a banquet to recognize outgoing members and welcome new participants.

Councilmember Larson reported that he had no additional updates.

Councilmember Arave reported that he had no additional updates.

Councilmember Searle reported that business at the South Sewer District was proceeding normally and that Kasey Jensen had recently been introduced to the District Board. He also informed the Council that he would be attending a county commission conference in Tulsa, Oklahoma during the next Council meeting and planned to participate remotely via Zoom.

Councilmember Danson reported that Youth City Council applications for the upcoming year would be accepted beginning in August and encouraged interested youth to participate. He also reported that the Communities That Care program and Fat Cats' "Parents Empowered" activities had been postponed while scheduling adjustments were being made.

MAYOR'S REPORT

Mayor Dougherty discussed the value of establishing several City Council committees to allow more detailed discussion of specific topics before bringing recommendations to the full Council. She suggested creating committees for Heritage Days, Code Review, Audit, and Budget, explaining that smaller groups could review issues in greater depth, provide recommendations, and improve Council efficiency.

The Council discussed the purpose of advisory committees, emphasizing that committees would not make final decisions but would research issues, gather information, and return recommendations for consideration by the full Council. Councilmembers expressed support for using committees to facilitate more thorough discussion while maintaining transparency and ensuring final decisions remain with the City Council.

The Council agreed that the proposed committee structure should be discussed further during a future work session to determine committee assignments, responsibilities, and expectations before implementation.

ADJOURNMENT

The City Council meeting adjourned at approximately 8:56 pm.

Dated this 28th day of July 2026
/s/Lisa Titensor, Clinton City Recorder