



Sandy City Council Office

CYNDI SHARKEY | AT-LARGE

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O | 801.568.7141

February 5, 2021

In accordance with, Utah Code 52-4-207(4) Open and Public Meeting Act, I have determined that to protect the health and welfare of Sandy citizens, an in-person City Council meeting, including attendance by the public and the City Council is not practical or prudent.

Considering the continued rise of COVID-19 case counts in Utah, meeting in an anchor location presents substantial risk to the health and safety of those in attendance because physical distancing measures may be difficult to maintain in the Sandy City Council Chambers.

The Center for Disease Control states that COVID-19 is easily spread from person to person between people who are in close contact with one another. The spread is through respiratory droplets when an infected person coughs, sneezes or talks and may be spread by people who are non-symptomatic.

It is my intent to safeguard the lives of Sandy residents, business owners, employees and elected officials by meeting remotely through electronic means without an anchor location.

Council Office staff are hereby authorized and directed to include a copy of the above notice with each City Council agenda.

Cyndi Sharkey, Chair
Sandy City Council



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Meeting Agenda

City Council

Brooke Christensen, District 1
Alison Stroud, District 2
Kristin Coleman-Nicholl, District 3
Monica Zoltanski, District 4
Marci Houseman, At-large
Zach Robinson, At-large
Cyndi Sharkey, At-large

Tuesday, February 9, 2021

5:15 PM

Online Meeting

Web address to view complete packet: <http://sandyutah.legistar.com>

The February 9, 2021 Sandy City Council Meeting will be conducted via Zoom Webinar.

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_CeB-SH1ERF2Cz_NFNu3voQ

After registering, you will receive a confirmation email containing information about joining the webinar.

Or listen by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 436 2866 or +1 301 715 8592

Webinar ID: 892 6949 7629

Passcode: 119673

In addition to participating in the meeting through Zoom, citizen's may also use eComment to send their comment directly to the City Council Members. EComment will close one hour prior to the beginning of the meeting. Please click on the appropriate eComment link below to submit your comment.

5:15 Council Meeting

Prayer / Pledge of Allegiance

Non-voting Items

Agenda Planning Calendar Review & Council Office Director's Report

Council Member Business

Mayor's Report

CAO Report

Legislative Report

Information Items

1. [21-057](#) Administrative Services recommending that the Council receive a presentation on the Comprehensive Financial Sustainability Plan

 Attachments: [General Fund CFSP Presentation](#)
2. [21-058](#) Human Resources is recommending that the Council receive a presentation on the Compensation Plan including the most recent Compensation Study

 Attachments: [CC Compensation Presentation_Feb9'21](#)
3. [21-060](#) Council Member Robinson requesting discussion on Council meeting policy concepts.

 Attachments: [Policy Proposal Memo](#)

Voting Items

Consent Calendar

4. [21-056](#) Approval of the January 26, 2021 Minutes

 Attachments: [January 26, 2021 Minutes](#)

Council Items

5. [21-050](#) Waste Management Request to Address Cost Increase of Curbside Recycling Collection

 Attachments: [Click here to eComment on this item](#)
 [Staff Memo](#)
 [WM Letter](#)
 [Resolution 21-09c](#)
 [2019 contract renewal approval](#)
 [Waste Management 2015 signed contract](#)

After 6:00 Time Certain Items and Public Hearings

Time Certain Items

6. [21-059](#) General Citizen Comments

Attachments: [Click here to eComment on this item](#)

This is the time set aside for the public to comment on any City business that is NOT already listed on the agenda . If you wish to comment on business that IS listed on the agenda please follow the eComment link to that agenda item or participate live and comment during that agenda item. Public comment will occur no sooner than 6:00 PM. Each speaker is allowed three minutes. Citizens wishing to comment must access the meeting via the Zoom Webinar link above. The call-in number is for listening only.

Adjournment



Staff Report

File #: 21-057, **Version:** 1

Date: 2/9/2021

Agenda Item Title:

Administrative Services recommending that the Council receive a presentation on the Comprehensive Financial Sustainability Plan

Presenter:

Jason Burningham, Lewis, Young, Robertson, and Burningham, Inc.
Brian Kelley, Administrative Services Director

Recommended Action and/or Suggested Motion:

This presentation is informational and preparatory for upcoming budget discussions. No action is necessary at this time.



COMPREHENSIVE FINANCIAL SUSTAINABILITY PLAN

SANDY CITY, UTAH GENERAL FUND FINANCIAL PLAN

WORK SESSION DISCUSSION WITH CITY COUNCIL

FEBRUARY 2021



MODEL ASSUMPTIONS

- ❑ MODEL ASSUMES 2021 BUDGETED REVENUES AND EXPENSES
- ❑ FUTURE ASSUMPTIONS (2022-2025) REGARDING PRIMARY REVENUES:

	FY 2022	FY 2023	FY 2024	FY 2025
Property Tax	1.50%	1.50%	1.50%	1.50%
Sales Tax	2.50%	2.50%	2.50%	2.50%
Franchise Tax	-1.00%	-1.00%	1.00%	1.00%
Motor Vehicle Fee	-0.65%	-0.65%	-0.65%	-0.65%
Licenses & Permits	1.25%	1.25%	1.25%	1.25%
State Road Funds	3.50%	3.50%	0.50%	0.50%
Charges for Service	2.00%	2.00%	2.75%	2.75%

Historic (2000 – 2021)	Historic 10-Year	Historic 3-Year
4.29%	4.82%	10.52%
2.50%	3.68%	3.76%
3.61%	-0.13%	-7.14%
-0.23%	0.50%	3.64%
4.63%	6.22%	17.84%
0.00%	2.92%	10.06%
8.43%	13.21%	-3.39%

MODEL ASSUMPTIONS

□ ASSUMPTIONS REGARDING PRIMARY EXPENDITURES:

▣ Annual Base Increase Assumptions (Due to Inflation & Natural Growth)

Base % Increase/Decrease	2022	2023	2024	2025
Personnel	3.00%	3.00%	2.50%	2.50%
Materials & Supplies	1.00%	1.00%	1.00%	1.00%
External Services	2.50%	2.50%	1.50%	1.50%
Internal Services	8.00%	8.00%	2.00%	2.00%
Equipment & Improvements	8.00%	8.00%	1.00%	1.00%
Capitalized Internal Services	6.67%	6.25%	5.88%	5.56%

Historic (2000 – 2021)	Historic 10-Year	Historic 3-Year
3.82%	3.20%	3.90%
2.35%	1.92%	0.62%
3.41%	-0.62%	-11.57%
0.18%	4.96%	12.51%
-1.54%	-7.48%	-11.32%
0.00%	5.82%	7.06%

- ▣ **Personnel:** Conservative Estimate Based on Recent City Efforts to Manage Personnel Lower than Historic Rates
- ▣ **Materials & Supplies:** Modeled Based on Slight Increase
- ▣ **External Services:** Conservative Estimate Based on Historic 20-Year Cost; Lower Because of Recent 3-Year Drop in Cost
- ▣ **Internal Services:** Increase Needed to Catch Up with Operational Costs Related to Fleet (parts and fuel), Risk Management, and IT.
- ▣ **Equipment & Improvements:** Increase Needed to Catch Up with Delayed Equipment Needs
- ▣ **Capitalized Internal Services:** Based on Adding funds to Catch up to Rising Fleet Replacement Costs. This Does not Account for Recouping Fleet Replacement Cuts in FY 2021.

MODEL ASSUMPTIONS

❑ ASSUMPTIONS REGARDING ADDITIONAL O&M EXPENDITURES:

- ▣ New O&M Expenditures are Based on the 2021 Budget
- ▣ Inflationary Increase: 3.00%
- ▣ Model Includes Other One-Time O&M Expense Increases in 2021-2025

MODEL ASSUMPTIONS

❑ ASSUMPTIONS REGARDING CAPITAL IMPROVEMENT PLAN (CIP):

Revenues	2021	2022	2023	2024	2025
CIP Expense	\$27,307,723	\$67,423,629	\$21,108,388	\$17,804,331	\$17,239,153
Other Funding Sources (Grants, Impact Fees, Road Funds, Etc.)	27,307,723	28,616,788*	9,194,858	6,903,029	14,188,758
General Fund Need	\$ -	\$38,806,841	\$11,913,529	10,901,302	3,050,394

*2022 Funding Sources Include Contingency Funds and Nonguaranteed Grants

▣ Major CIP Impacts on General Fund Include:

- ▣ Parks and Recreation Building, Alta Canyon Recreation Center
- ▣ New Public Works Building
- ▣ Fire Station #31
- ▣ Monroe Street Extension and Improvements

SCENARIO ANALYSIS

■ Scenario 1: Baseline Analysis

- No Property Tax Increase
- Inclusion of New O&M and CIP
- No New Debt

Comparison of Revenues and Expenses

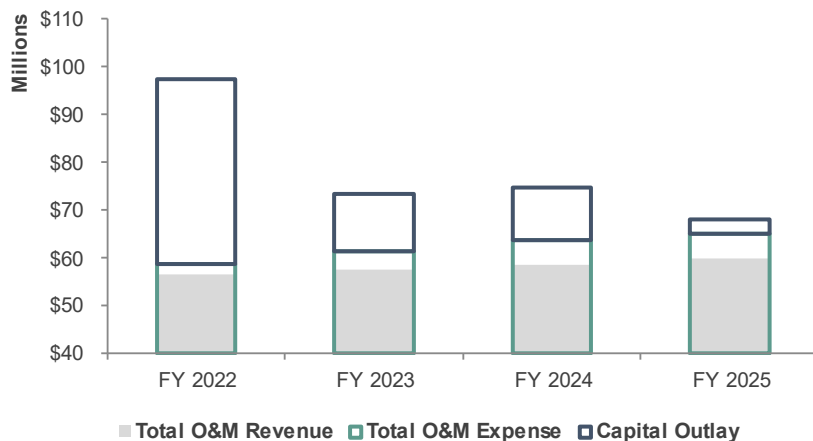
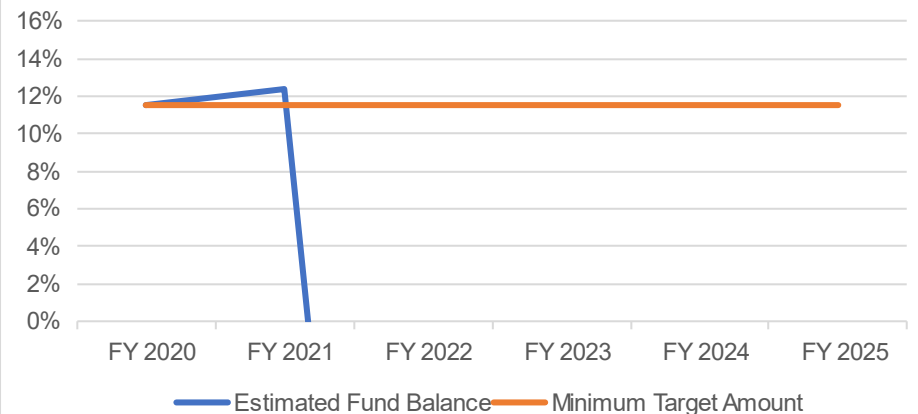


Illustration of Fund Balance as % of O&M Revenue



SCENARIO ANALYSIS

■ Scenario 2: Pay-as-You-Go

- 386% Property Tax Increase Needed to Mitigate Funding Gap in 2022
- Inclusion of New O&M and CIP
- No New Debt

Comparison of Revenues and Expenses

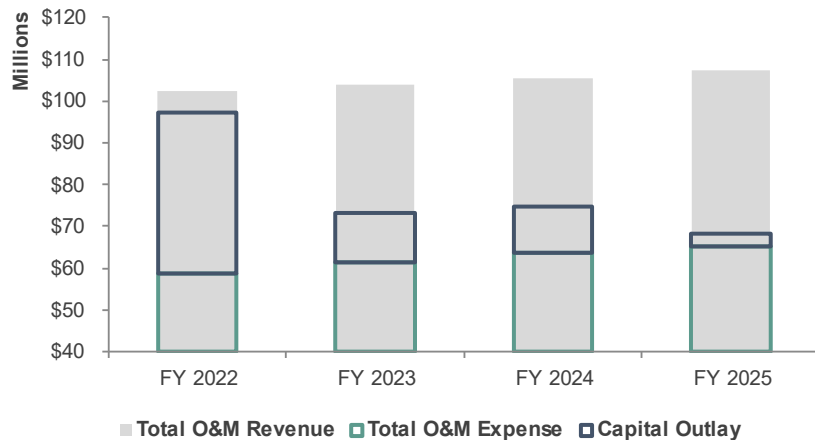
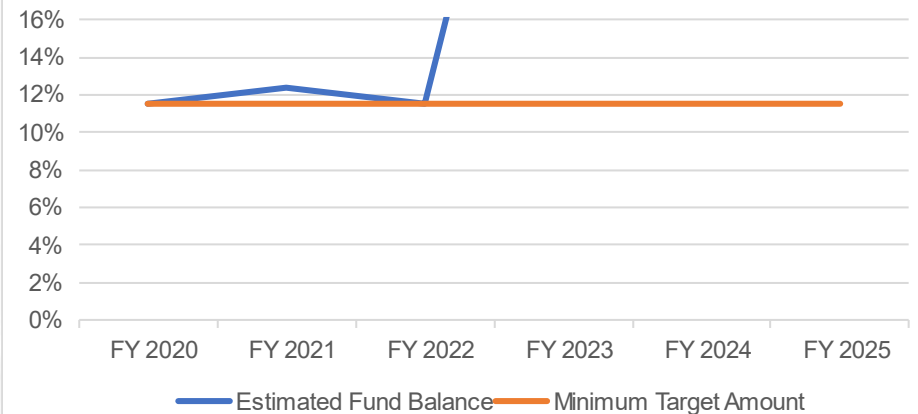


Illustration of Fund Balance as % of O&M Revenue



SCENARIO ANALYSIS

■ Scenario 3: Pay-as-You-Go & Debt Financing

- Property Tax Increases Needed to Mitigate Funding Gap, Assuming New Debt

	2022	2023	2024	2025
Property Tax Increase Needed	38%	17%	14%	0%

- Inclusion of New O&M and CIP
- Including New Debt in 2022, 2023, and 2024
- Though unlikely, this is what would need to happen to maintain fund balance and fund 100% of the CIP

Comparison of Revenues and Expenses

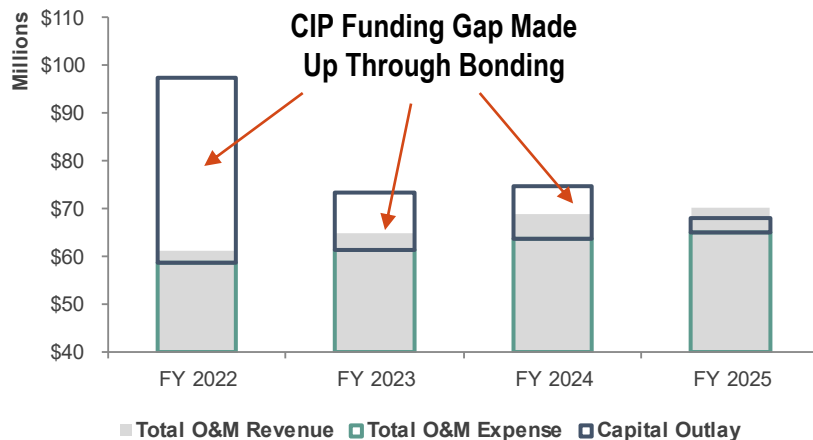
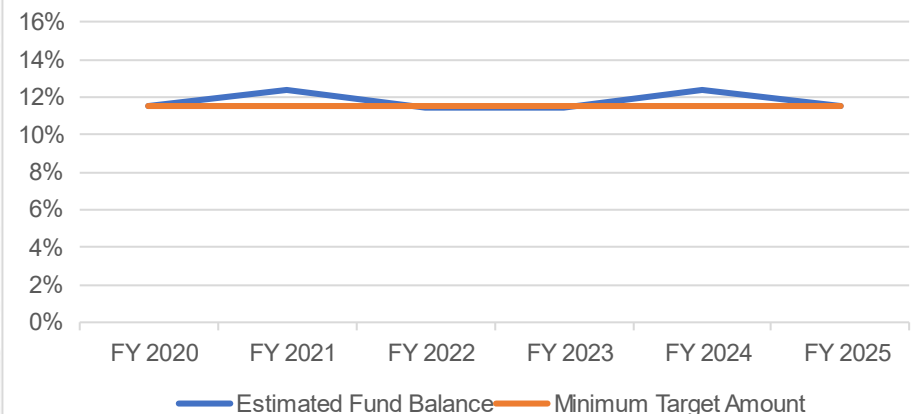


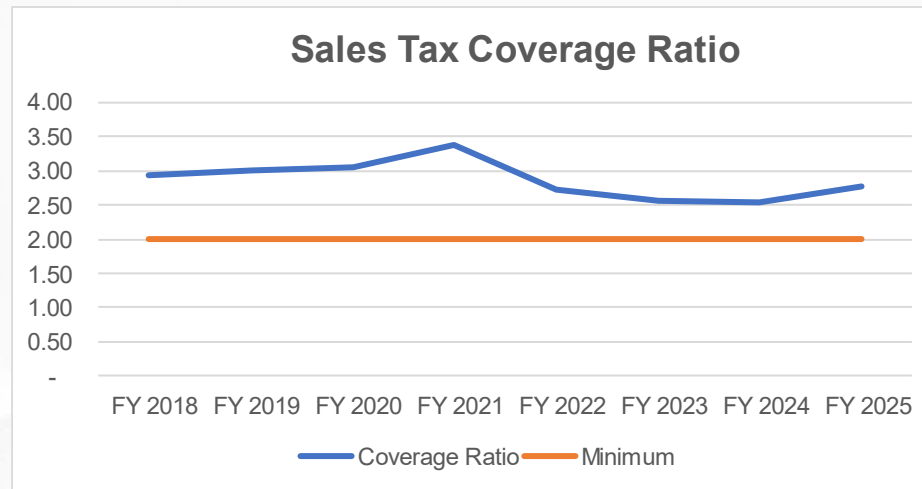
Illustration of Fund Balance as % of O&M Revenue



SCENARIO ANALYSIS

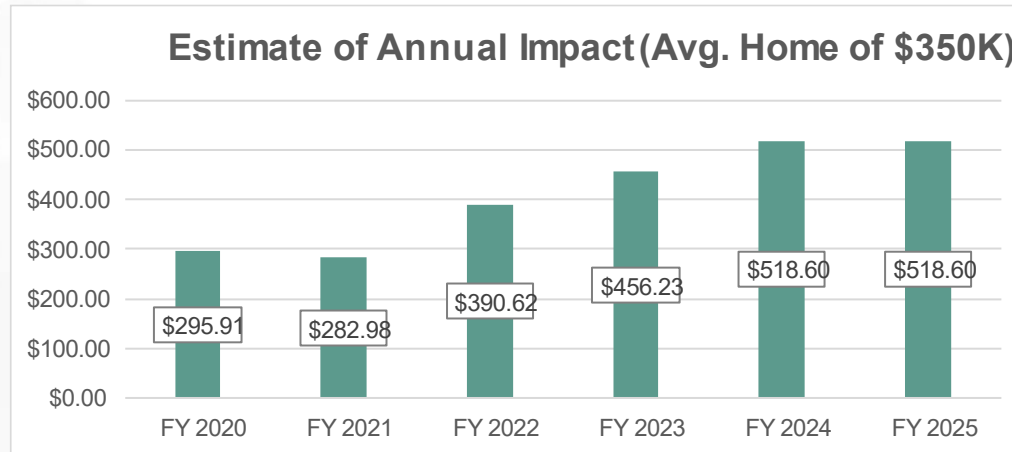
- **Scenario 3: Pay-as-You-Go & Debt Financing**
 - Bonding Assumptions

Potential Bonds	2022	2023	2024
Rate	3.5%	3.5%	3.5%
Years	25	25	25
PAR Amount of Bonds	\$40,000,000	12,000,000	11,000,000
Cost of Issuance	2%	2%	2%



SCENARIO ANALYSIS

■ Scenario 3: Pay-as-You-Go & Debt Financing



	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Needed General Fund Property Tax Revenues	2,118,833	-	4,494,187	2,780,142	2,685,454	-
Average Home Value	\$420,000	\$420,000	\$420,000	\$420,000	\$420,000	\$420,000
Taxable Value	\$231,000	\$231,000	\$231,000	\$231,000	\$231,000	\$231,000
Certified Tax Rate (General Operations)	0.001086	0.001281	0.001225	0.001712	0.002009	0.002291
General Tax Levy Increase	0.000195	(0.000056)	0.000487	0.000297	0.000282	-
Combined Levy	0.001281	0.001225	0.001712	0.002009	0.002291	0.002291
Combined Tax Bill	\$295.91	\$282.98	\$395.47	\$464.08	\$529.22	\$529.22
Annual Increase	\$55.67	(\$12.93)	\$112.49	\$68.61	\$65.14	\$0.00
Monthly Increase	\$4.64	(\$1.08)	\$9.37	\$5.72	\$5.43	\$0.00
Percent Increase	23.2%	-4.4%	39.8%	17.3%	14.0%	0.0%

CONCLUSION

▣ Next Steps

- ▣ **Prioritization of Operational and Capital Needs**
- ▣ Identify Additional Funding Needs and Sources
- ▣ Evaluate Funding Options
- ▣ Refine Scenarios
- ▣ Establish Action Plan

CONTACT INFORMATION

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Staff Report

File #: 21-058, **Version:** 1

Date: 2/9/2021

Agenda Item Title:

Human Resources is recommending that the Council receive a presentation on the Compensation Plan including the most recent Compensation Study

Presenter:

Katrina Frederick, Human Resources Director

Recommended Action and/or Suggested Motion:

This presentation is informational and preparatory for upcoming budget discussions. No action is necessary at this time.



COMPENSATION PLAN

Agenda



COMPENSATION
PLAN

COMPENSATION PLAN GUIDING PRINCIPLES

- 1) Appropriate Pay Ranges
- 2) Appropriate Pay for Individual Employees
- 3) Fiscal Responsibility

- 1) Appropriate Pay Range
 - a) Market Competitiveness
 - b) Economic Indicators (e.g., Consumer Price Index, Unemployment Rate)

- 2) Appropriate Pay for Individual Employees
 - a) Paying employees appropriately for individual contribution
 - b) Progression through salary ranges
 - c) Step and Grade pay plan for Police and Fire

- 3) Fiscal Responsibility
 - a) Available revenues
 - b) Service and staffing levels
 - c) Public sentiment
 - d) Regulatory compliance (i.e., Affordable Care Act)

“

“It is the policy of the Sandy City Council to establish a compensation plan to **attract and retain highly skilled and talented employees** in all positions, to motivate these employees to perform well, and to create inducements both through basic compensation and fringe benefits for these employees to remain with Sandy City for productive periods of service.”

- *City Council Policy on Compensation*

“

“Salary ranges, which are internally equitable and competitive in the job market and are structured utilizing a system of continuing job evaluation and **periodic surveys** of the entities on the comparison group. When compared to the comparison group average, Sandy City city-wide and individual pay band minimum pay and maximum pay should be **at or near 100 percent.**”

- City Council Policy on Compensation

**COMPENSATION
PLAN**

PAY PLAN COMPONENTS

- Pay increases take effect July 1 each year
- Components of pay plan can include:
 - 1) On-going Pay
 - a) COLA increase using economic indicators (*as needed*)
 - b) Market increase using salary survey (*as needed*)
 - c) Performance Evaluation Increase / Step Increase
 - 2) One-time Pay
 - a) Performance Incentive
 - b) Topped Out Evaluation Incentive

**COMPENSATION
PLAN**

COMPENSATION STUDY

□ Sources of Data

- 1) Internal information
- 2) Economic data
- 3) Nation-wide public & private sector surveys
- 4) Public sector comparison group using a Utah League of Cities & Towns Cluster

1) Internal Information

□ Employee Turnover

Annual City Turnover	2012	2013	2014	2015	2016	2017	2018	2019	2020
Total separations for the City	27	29	59	61	35	58	86	52	55
Number of employees at year-end	481	491	484	486	494	501	489	513	515
Total percent turnover	5.61%	5.91%	12.19%	12.55%	7.09%	11.58%	17.59%	10.14%	10.68%

1) Internal Information (continued)

□ Employee Turnover

2020 Turnover by Reason for Leaving				
	Involuntary	Voluntary	Retirement	Total
Police	1	6	5	12
Public Utilities	1	6	1	8
Public Works	1	4	2	7
Parks & Recreation	1	2	3	6
Fire	3	1	1	5
Administrative Services	1	3	1	5
Community Development	0	1	2	3
Justice Court	0	3	0	3
City Attorney	1	1	1	3
CAO/Mayor/Admin	0	2	0	2
City Council	0	0	1	1
RDA/Economic Development	0	0	0	0
TOTAL	9	29	17	55
2012-2019 AVERAGE	10.6	28.0	12.3	50.9

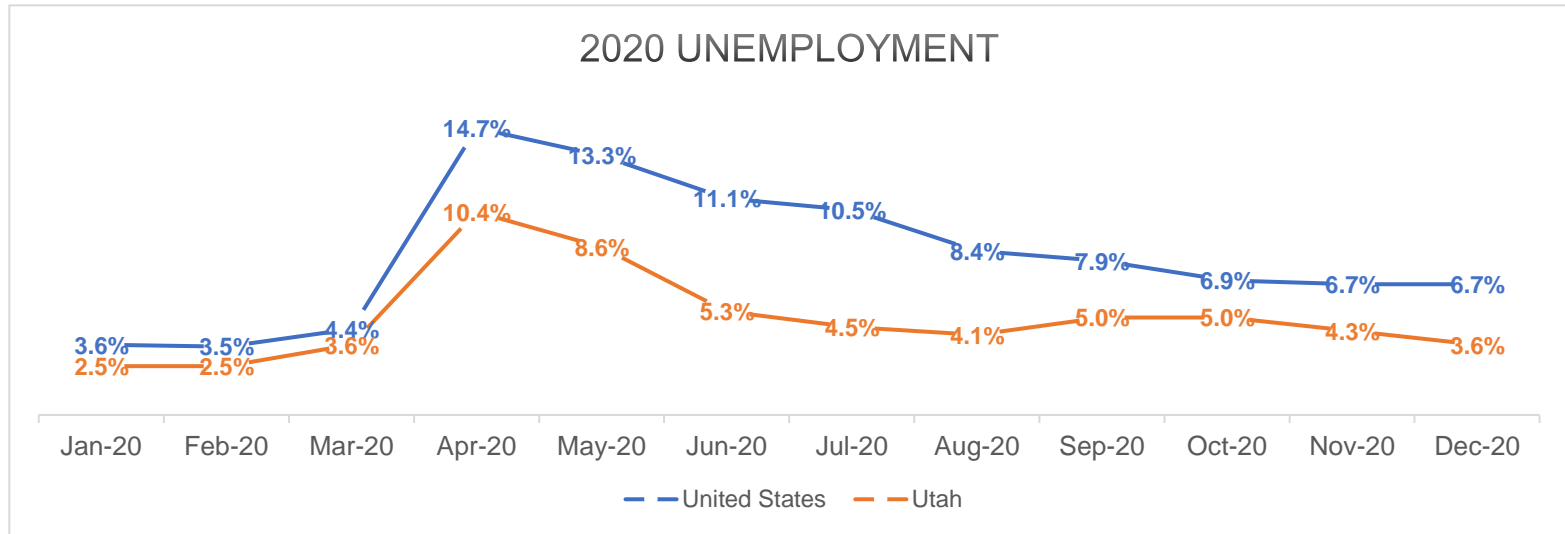
2) Economic Data

a) Consumer Price Index (CPI)

	Salt Lake City	United States
2019	2.1	1.8
2020	-0.3	1.2
2021 (projected)	1.4	2.0
2022 (projected)	2.9	2.5

**Data Source: Moody's Analytics*

□ Economic Data b) Unemployment Rate



3) Nation-wide Public & Private Sector Surveys

- *Salary Budgets*

- *2020 surveys show actual salary budget increases were less than what was projected at the beginning of the year due to COVID-19. Projected average salary budget increases ranged from 2.5% - 3.3%. Actual average budget increases in 2020 ranged from 2.5% - 3.0%.*
- *Expectations for 2021 salary budgets are similar to 2020 numbers. Survey responses ranged from 2.1% - 2.9%*

“

“According to the survey, all employee groups other than executives are projected to receive salary increases of 2.6% in 2021. Those include management; exempt, non-management; and non-exempt salaried and hourly employees. Executives are projected to receive slightly smaller increases (2.5%) next year [2021].”

- *Willis Towers Watson*

“

“The projected recovery to an average 2.6% merit increase next year indicates that employers are optimistic about an economic recovery in 2021 and hope to restore some lost pay as a result.”

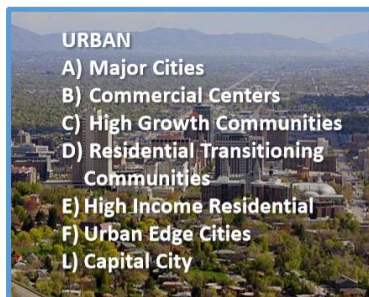
- *Salary.com*

“

“The survey also found two in three employers (66%) are planning to award annual performance bonuses next year [2021] while less than one in 10 (8%) don't expect to do so. The remaining 26% are undecided.”

- Willis Towers Watson

4) Public sector comparison group using a Utah League of Cities & Towns Cluster



	Cluster Name	Description	No. of Cities	Example City
A	Major Cities	Largest population base, minimal growth, established communities, large commercial centers	10	Provo, St. George
B	Commercial Centers	Larger population, significant commercial and industrial regional centers, growing communities,	22	Cedar City, Taylorsville
C	High Growth Communities	Communities with highest growth rates, high household income, low commercial	9	Saratoga Springs, Bluffdale
D	Residential Transitioning	Modest commercial property, increasing growth, many transitioning communities	31	Nibley, Santaquin
E	High Income Residential	Highest median household income, moderate growth, low commercial	18	Highland, Fruit Heights
F	Urban Edge Cities	High per capita commercial and industrial property, moderate population size and population growth	15	North Logan, South Ogden
G	Resort Communities	Low population, high commercial property, high per capita revenue	7	Park City, Alta
H	NR/Mining Based	Older, low growth rural communities, small commercial property	23	Duchesne, Price
I	Old Established Communities	Older communities, low or declining population, some commercial component	19	Lewiston, Manti
J	Traditional Agricultural	Traditional agricultural communities, primarily residential with increasing population, some growing commercial element	30	Ephraim, Nephi
K	Small Towns	Smallest population, older established communities with low or declining growth, low commercial property	66	Hatch, Scofield
L	Capital City	Economic center of the state	1	Salt Lake City

Compensation Study

	Cluster Name	Description	No. of Cities	Example City
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Sandy City's Comparison Group	
Cluster A: Major Cities	Draper Layton Murray Ogden Orem Provo Sandy St. George West Jordan West Valley City
Additional Entities	Salt Lake City (Cluster L) Unified Fire Authority Unified Police Department

Compensation Study

Sandy City

FY 2021 Total Compensation Study

Summary of MIN, MAX, & ACT. AVG.

Percent difference for total compensation value of comparison group

No.	Position Title	Band	Min	Max	Act. Avg.
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- ✓ Salary survey includes a sampling of 44 positions
- ✓ 62% of employees are represented
- ✓ All departments are represented
- ✓ All pay bands are represented

Compensation Study

Sandy City

FY 2021 Total Compensation Study

Summary of MIN, MAX, & ACT. AVG.

Percent difference for total compensation value of comparison group

No.	Position Title	Band
		2 Clerical & Laborer
		3 Crew Leader, Admin Support & Technician
		4 Supervisor, Professional, First Response & Public Safety
		5 Manager
		6 Department Director & CAO

Compensation Study

Sandy City

FY 2021 Total Compensation Study

Summary of MIN, MAX, & ACT. AVG.

Percent difference for total compensation value of comparison group

<u>No.</u>	<u>Position Title</u>	<u>Band</u>	<u>Min</u>	<u>Max</u>	<u>Act. Avg.</u>
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Min = Bottom of the pay range

Max = Top of the pay range

Act. Avg. = Average pay of all
employees in that position



Compensation Study

Sandy City FY 2021 Total Compensation Study Summary of MIN, MAX, & ACT. AVG.

Percent difference for total compensation value of comparison group

No.	Position Title	Band	Min	Max	Act. Avg.
1	DEPUTY FIRE CHIEF	5	45.75%	3.82%	11.30%
2	BATTALION CHIEF	5	28.06%	7.90%	13.40%
3	FIRE CAPTAIN	5	19.70%	12.72%	15.41%
4	FIRE ENGINEER	4	-5.80%	4.11%	5.34%
5	PARAMEDIC	4	0.65%	7.38%	1.76%
6	FIREFIGHTER/EMT	4	4.46%	13.08%	5.13%



Compensation Study

Sandy City FY 2021 Total Compensation Study Summary of MIN, MAX, & ACT. AVG.

Percent difference for total compensation value of comparison group

No.	Position Title	Band	Min	Max	Act. Avg.
7	POLICE CAPTAIN	5	14.10%	-2.57%	3.75%
8	POLICE LIEUTENANT	5	14.46%	-1.72%	2.82%
9	POLICE SERGEANT	5	11.23%	2.91%	4.27%
10	POLICE OFFICER	4	2.49%	0.00%	-0.64%

Compensation Study

Sandy City

FY 2021 Total Compensation Study

Summary of MIN, MAX, & ACT. AVG.

Percent difference for total compensation value of comparison group

No.	Position Title	Band	Min	Max	Act. Avg.
11	CHIEF ADMINISTRATIVE OFFICER	6	-10.52%	-8.83%	-0.71%
12	DEPARTMENT HEAD AVERAGE	6	7.28%	1.28%	10.72%
13	SENIOR CIVIL ATTORNEY	5	-1.23%	-0.44%	5.92%
14	CITY ENGINEER	5	-1.40%	-7.47%	-9.64%
15	JUSTICE COURT ADMINISTRATOR	5	0.58%	-2.21%	-13.11%
16	CITY TREASURER	5	8.50%	6.82%	15.69%
17	PLANNING DIRECTOR	5	0.40%	0.25%	4.78%
18	CHIEF BUILDING OFFICIAL	5	3.10%	1.14%	-6.33%



Compensation Study

No.	Position Title	Band	Min	Max	Act. Avg.
19	SENIOR PROSECUTOR	5	3.39%	1.27%	14.83%
20	LONG RANGE PLANNING MANAGER	5	7.40%	4.68%	2.31%
21	FIELD OPERATIONS MANAGER	5	9.09%	5.76%	17.90%
22	PARKS DIVISION MGR/SUPERINTENDENT	5	-3.58%	-5.74%	-2.71%
23	NETWORK ADMINISTRATOR	5	-1.75%	-6.30%	-9.18%
24	PW STAFF ENGINEER I/II	4	-9.31%	-7.79%	-13.35%
25	ACCOUNTANT II	4	-0.47%	-2.01%	-4.33%
26	PURCHASING AGENT	4	0.36%	-3.07%	-2.08%
27	HR ANALYST	4	3.01%	-0.50%	-9.55%
28	PLANS EXAMINER	4	-1.62%	-6.65%	2.41%
29	PLANNER	4	3.52%	1.27%	-0.51%
30	PARK GROUNDS AREA SUPERVISOR	4	0.68%	-0.80%	-6.34%

Compensation Study

No.	Position Title	Band	Min	Max	Act. Avg.
31	PROFESSIONAL BUILDING INSPECTOR	4	-1.19%	0.33%	-0.59%
32	PARALEGAL II	4	3.66%	3.42%	19.63%
33	FLEET TECHNICIAN	3	-1.99%	-4.05%	-2.41%
34	WATER OPERATOR	3	-2.85%	-1.24%	0.99%
35	MAINT. CREW LEADER (CITY WIDE)	3	-3.21%	-6.54%	-9.55%
36	EXECUTIVE ASSISTANT	3	-1.94%	-2.17%	10.62%
37	ANIMAL SERVICES OFFICER	3	3.83%	-1.30%	7.25%
38	STREET MAINTENANCE WORKER I & II	3	-2.60%	-2.36%	0.25%
39	PARKS MAINTENANCE WORKER I & II	3	3.05%	0.00%	5.78%

Compensation Study

No.	Position Title	Band	Min	Max	Act. Avg.
40	UTILITY BILLING CLERK	2	-0.89%	-3.49%	-6.56%
41	METER TECHNICIAN	2	-0.47%	-1.51%	-1.29%
42	RECORDS SPECIALIST (POLICE)	2	1.79%	-0.86%	4.15%
43	JUSTICE COURT CLERK	2	-6.37%	-6.06%	-4.72%
44	ADMINISTRATIVE ASSISTANT	2	-1.91%	-2.21%	7.29%

Compensation Study

Sandy City, Utah Pay Scale - Budget FY 2021 Executive Summary

Comparison cities include Ogden, Orem, Provo, West Valley, Murray, Salt Lake City,
St. George, West Jordan, Draper, Layton, Unified Fire & Unified Police

* Unified Fire and Police are only used in comparisons for sworn positions

** Information is based on data reported to the Wasatch Compensation Group

City to Market Ratio

Band	% of Min, Max & Act. Avg. Below Group Average	% of Min, Max & Act. Avg. At or Above Group Average	Positions
2	80%	20%	Clerical & Laborer
3	62%	38%	Crew Leader, Admin Support & Technician
4	49%	51%	Supervisor, Professional, First Response & Public Safety
5	31%	69%	Manager
6	50%	50%	Department Director & CAO
Total	48%	52%	



Compensation Study

Sandy City, Utah Pay Scale - Budget FY 2021 Executive Summary

Comparison cities include Ogden, Orem, Provo, West Valley, Murray, Salt Lake City, St. George, West Jordan, Draper, Layton, Unified Fire & Unified Police

* Unified Fire and Police are only used in comparisons for sworn positions

** Information is based on data reported to the Wasatch Compensation Group

City to Market Ratio

BAND	MIN.	MAX.	ACT. AVG.	POSITIONS
2	0.98	0.95	0.99	Clerical & Laborer
3	0.98	0.96	0.99	Crew Leader, Admin Support & Technician
4	1.02	1.03	1.01	Supervisor, Professional, First Response & Public Safety
5	1.13	1.04	1.07	Manager
6	1.00	0.99	1.06	Department Director & CAO
City-Wide Weighted Avg.	1.03	1.01	1.01	



Compensation Study

Sandy City, Utah Pay Scale - Budget FY 2021 Executive Summary - All Positions

City to Market Ratio

BAND	MIN.	MAX.	ACT. AVG.
2	0.98	0.95	0.99
3	0.98	0.96	0.99
4	1.02	1.03	1.01
5	1.13	1.04	1.07
6	1.00	0.99	1.06
City-Wide Weighted Avg.	1.03	1.01	1.01

Sandy City, Utah Pay Scale - Budget FY 2021 Executive Summary - Non-Sworn Positions

City to Market Ratio

BAND	MIN.	MAX.	ACT. AVG.
2	0.98	0.95	0.99
3	0.98	0.96	0.98
4	1.00	0.99	0.98
5	1.01	1.00	1.01
6	1.00	0.99	1.06
City-Wide Weighted Avg.	0.99	0.97	0.99

Compensation Study

Sandy City, Utah Pay Scale - Budget FY 2021 Executive Summary - All Positions

City to Market Ratio

BAND	MIN.	MAX.	ACT. AVG.
2	0.98	0.95	0.99
3	0.98	0.96	0.99
4	1.02	1.03	1.01
5	1.13	1.04	1.07
6	1.00	0.99	1.06
City-Wide Weighted Avg.	1.03	1.01	1.01

Sandy City, Utah Pay Scale - Budget FY 2021 Executive Summary - Non-Sworn Positions

City to Market Ratio

BAND	MIN.	MAX.	ACT. AVG.
2	0.98	0.95	0.99
3	0.98	0.96	0.98
4	1.00	0.99	0.98
5	1.01	1.00	1.01
6	1.00	0.99	1.06
City-Wide Weighted Avg.	0.99	0.97	0.99

**COMPENSATION
PLAN**

BENEFIT PROJECTIONS

Health Plan

- The City's health insurance provider is PEHP. The FY 2022 renewal is expected to be 4% - 5% which equates to a \$240,000 - \$300,000 premium increase.
- The SCOPE Clinic provider is Onsite Care. We anticipate a 7% increase to clinic costs in FY 2022 which equates to a \$36,000 increase.

Dental Plan

- ☐ The City's dental insurance provider is Ameritas. The dental plan is self-funded. In FY 2022, we anticipate an \$80,000 increase.

Retirement Plan

- ☐ There are no anticipated rate increases for Utah Retirement Systems.

Other Benefits

- ☐ Workers Compensation: Anticipate a small increase.
- ☐ Employee Assistance Program: Anticipate a small increase.

**COMPENSATION
PLAN**

**FY 2022 COMPENSATION PLAN
KEY ISSUES**

Key Compensation Plan Issues

Benefits

- We are working on finalizing renewals. Projected health plan renewal anticipated at 4%-5% which equates to a \$240,000 - \$300,000 premium increase.

Key Compensation Plan Issues

Pay Plan

- Fiscal year-to-date turnover and other savings equates to a 0.88% savings over the current year's personnel budget. This savings will net against any increases. Additional turnover savings may occur.
- Estimate to fund the police and fire step and grade pay plan is \$710,000.
- Salary survey data indicates market increases will be needed for some non-sworn bands to be competitive with comparison cities.

THANKS!

Any questions?



Staff Report

File #: 21-060, **Version:** 1

Date: 2/9/2021

Agenda Item Title:

Council Member Robinson requesting discussion on Council meeting policy concepts.

Presenter:

Council Member Robinson

Description/Background:

Please see the attached memo.

Recommended Action and/or Suggested Motion:

No action required.

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL

FROM: COUNCIL MEMBER ROBINSON

SUBJECT: COUNCIL MEETING POLICY

DATE: FEBRUARY 5, 2021

CC: MIKE APPLGARTH

I appreciated the Chair's request for a review of our Council meeting policies. Our brief discussion touched on some of the areas where the policies we have largely inherited from our predecessors no longer adequately clarify Council practice. In the hope of stimulating further discussion, and with the goal of helping to refine our policies so they better serve as a fair and predictable guide to Council business, I propose that we consider the following three concepts.

1. **We should amend the Rules of Procedure to require annual review, adjustment if necessary, and readoption of the Rules annually at the first Council meeting of each year.** This will help ensure that our meeting rules are current, that all Council Members have a shared understanding of their applicability and provide predictability in meeting procedure to City staff and the public.
2. **Require staff to explicitly title Council Member sponsored agenda items to indicate whether an item is a first or second "pass" per our legislative procedures.** Although staff often uses language along these lines such as, "Council Member introducing" or "Council Member requesting/recommending," we can provide clarity to members, staff, and the public by more clearly indicating whether an item is a first introduction or second reading of an item previously discussed now ready for Council final action.
3. **Segregate our agendas again into weekly alternating Work Sessions and Business Sessions.** From my perspective, the mixture of voting and non-voting items *on the same agenda* is key source of confusion. We are encountering ambiguous territory when the Council desires to take a vote on something initially scheduled as "information" or "non-voting." We debate whether we can vote, and if so, whether our rules for public comment apply. The same dilemma applies to items pulled from the Consent Calendar. In addition, many of our voting items are

occurring late into the evening as they occur after information items. I have heard concerns from residents and staff who wonder why we spend so much time on “non-voting” issues. This has caused me to also question if we could be more efficient and deliberate with our time and by consequence, the public’s time.

As we initially intended at this time last year, and attempted until the pandemic curtailed physical meetings, Work Sessions will include all “information” and/or “non-voting” items. It is a chance for the Council to engage in deeper discussion amongst ourselves, with Administration, and staff. My thought is that the Work Session could begin at 6 PM at which time we would have a Citizen Comment period before diving into the agenda items. This way the continuity of the Work Session discussion is not broken or pressed by time-constraints.

Business Sessions would include our customary standing reports and all items that require a Council vote. We should continue our standard practice of beginning these meetings at 5:15 and maintain our 6 PM Citizen Comment section. This way, open public comment always falls on at the same time each Tuesday. We should continue to welcome public comment on each voting item. With our recently enhanced communication efforts and social media presence (which we did not have at this time last year), we should have no trouble communicating the details of each meeting. In addition, staff can add individual eComment links to all agenda items to make it easy for residents to submit written comments on any item of their choosing.

I look forward to the feedback of my Council colleagues on these suggestions. As we drive toward consensus on these or alternative policy improvements, I am happy to work with staff to create the necessary technical amendments for Council review.



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Staff Report

File #: 21-056, **Version:** 1

Date: 2/9/2021

Approval of the January 26, 2021 Minutes

Motion to approve the minutes as presented.



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Meeting Minutes

City Council

Brooke Christensen, District 1
Alison Stroud, District 2
Kristin Coleman-Nicholl, District 3
Monica Zoltanski, District 4
Marci Houseman, At-large
Zach Robinson, At-large
Cyndi Sharkey, At-large

Tuesday, January 26, 2021

5:15 PM

Online Meeting

5:15 Council Meeting

Council Chair Cyndi Sharkey welcomed those in attendance.

Chair Sharkey read a statement regarding the continuation of virtual City Council meetings without an anchor location.

Roll Call

Present: 7 - Council Member Alison Stroud
Council Member Kristin Coleman-Nicholl
Council Member Zach Robinson
Council Member Monica Zoltanski
Council Member Marci Houseman
Council Member Cyndi Sharkey
Council Member Brooke Christensen

Council Staff:

Mike Applegarth, Executive Director
Dustin Fratto, Assistant Director
Liz Theriault, Policy & Communications Analyst
Tracy Cowdell, Council Attorney
Christine Edwards, Council Clerk

Administration:

Mayor Kurt Bradburn
Matt Huish, CAO
Lynn Pace, City Attorney
Evelyn Everton, Deputy Mayor
Kim Bell, Deputy CAO
Bruce Cline, Fire Chief
Greg Severson, Police Chief
Dan Medina, Parks & Recreation Director
Tom Ward, Public Utilities Director
Mike Gladbach, Public Works Director
James Sorenson, Community Development Director
Brian Kelley, Finance Director

Prayer / Pledge of Allegiance

Council Member Housman offered the prayer.

Matt Huish, CAO, led the Pledge.

Non-voting Items

Agenda Planning Calendar Review & Council Office Director's Report

Mike Applegarth, Executive Director, updated the Council on upcoming agenda items.

Council Member Business

Council Member Houseman expressed appreciation to the staff in Economic Development and Communications for their efforts with promoting the Shop Sandy program. She also gave an update from the Central Wasatch Commission.

Council Member Robinson gave a shout out to the staff at Alta Canyon Recreation Center for their efforts running the facility during the pandemic and he encouraged residents to go to Alta Canyon. He also requested an update on the city's glass recycling program which has been in place about a year.

Council Member Monica Zoltanski thanked the Police Department for their presentation last week and expressed appreciation to the Police for their proactive approach and service to the City. She also thanked Mayor Bradburn for his service to the community.

Council Member Alison Stroud spoke about the upcoming Sandy Arts Guild event and invited the public to attend.

Mayor's Report

Mayor Bradburn expressed his commitment to Sandy City. He gave an update on the Covid-19 vaccination site located at the Mountain America Expo Center. He encouraged residents to go to the City's website to find links and important information and updates.

CAO Report

Matt Huish, CAO, briefed the Council regarding the vaccination of city first responders in Police and Fire. He also updated the Council on the upcoming Citizen Award event, Smart City campaign, and an award received by Ms. Bell.

Nick Duerksen, Economic Development Director, gave an update on Macey's grocery store closing. The Council requested a presentation related to grocery trends in the city.

Legislative Report

Evelyn Everton, Deputy Mayor, briefed the Council on the legislative issues coming up in this current legislative session. She provided an overview and discussed the potential impact to the City. She invited the Council Members and residents to the February 6th mid-session update which will run from 9 am to 11 am.

Council questions followed.

Voting Items

Consent Calendar

Approval of the Consent Calendar

A motion was made by Zach Robinson, seconded by Alison Stroud to approve the Consent Calendar. The motion carried by a unanimous voice vote.

1. 21-033 Approval of the January 12, 2021 Minutes

Attachments: [January 12, 2021](#)

Item approved.

Council Items

2. 21-031 Council Member Houseman recommending adoption of Resolution 21-07C authorizing participation in the Utah Well Being Survey.

Attachments: [Click here to eComment on this item](#)

[Resolution 21-07C](#)

[Utah Wellbeing Survey Project Description](#)

[Wellbeing Survey Draft 2021 Sandy Version 1-7-20](#)

[Project Description Website](#)

[ULCT Podcast](#)

[Resolution 21-07C Signed](#)

Council Member Houseman recommended to the Council, to approve Resolution 21-07C, allowing the City to participate in the Utah Well Being Survey.

Public Comment:

Chair Sharkey invited the public to comment. Dustin Fratto provided instruction on how to participate in the public comment.

Mr. Steve Van Maren expressed concern with the methodology and the use of the city's survey list which may be too limited of a sample size to be utilized for this survey.

Public comment closed.

Council discussion and comments followed.

Following the motion, the Council moved to Item 6 on the Agenda, Time Certain Items and Public Hearings: General Citizen Comments.

A motion was made by Marci Houseman, seconded by Cyndi Sharkey, to adopt Resolution 21-07C authorizing participation in the Utah State University WellBeing survey project... The motion carried by the following vote:

- Yes:** 4 - Alison Stroud
Kristin Coleman-Nicholl
Marci Houseman
Cyndi Sharkey
- No:** 3 - Zach Robinson
Monica Zoltanski
Brooke Christensen

3. 21-032 Public Works Department recommending adoption of Resolution 21-05C authorizing the execution of an interlocal cooperation agreement between Trans Jordan Landfill and Sandy City for the waste transfer station.

Attachments: [Click here to eComment on this item](#)

[Council Presentation - Trans Jordan](#)

[Fact Brief Transfer Station](#)

[Sandy City Lease Agreement](#)

[21-05c Resolution- Trans Jordan Landfill Agreement \(003\)](#)

[Resolution 21-05c Signed](#)

Mike Gladbach, Public Works Director, presented on the Sandy City and Trans Jordan Waste Transfer Station Land Agreement. Jaren Scott and Craig Hall with Trans Jordan participated with the presentation. He reviewed the purpose, timeline, costs and background information behind the building and use of the waste transfer facility and the cooperative agreement with Trans Jordan. Mr. Gladbach spoke about the benefits to Sandy City residents resulting from establishing a Waste Transfer Station in Sandy City.

Council Member questions and comments occurred throughout the presentation.

Public Comment:

Public Comment closed.

A motion was made by Kristin Coleman-Nicholl, seconded by Brooke Christensen, to adopt Resolution 21-05C authorizing the execution of an interlocal cooperation agreement between Trans Jordan Landfill and Sandy City for the waste transfer station for the long-term collection and transfer of solid waste to the landfill... The motion carried by the following vote:

Yes: 7 - Alison Stroud
Kristin Coleman-Nicholl
Zach Robinson
Monica Zoltanski
Marci Houseman
Cyndi Sharkey
Brooke Christensen

4. 21-034 City Attorney presenting draft ordinance establishing campaign contributions limits as directed by the City Council.

Attachments: [Click here to eComment on this item](#)

[Elections-Campaign Contribution Limits Text--Exhibit A](#)

[21-02 Ordinance-Election Campaign Contribution Limits](#)

Lynn Pace, City Attorney, presented to the Council a draft of the ordinance amending Title 2 of the revised ordinances of Sandy City, adding provisions regarding campaign contribution limits. He provided a legal perspective and case history regarding campaign contribution limits and made recommendations related to an effective date for this ordinance.

A motion was made by Monica Zoltanski, seconded by Brooke Christensen, to approve Ordinance #21-02 with an amendment to make the effective date immediately.

Public Comment:

Chair Sharkey invited the public to comment. Dustin Fratto provided instruction.

Mr. Steve Van Maren expressed support of campaign limits and thought the limits in the proposed ordinance were reasonable.

Ms. Katie Johnson thought this would be good for Sandy and expressed support of this ordinance.

Public comment closed.

A lengthy Council discussion on the motion followed.

Council Member Robinson offered a friendly amendment to reset the \$2,500 campaign contribution limit following the Primary Election for the General Election. Council Member Zoltanski declined this friendly amendment.

Council Member Robinson offered a friendly amendment to make the effective date as of February 1, 2021. Council Member Zoltanski accepted this amendment, making the effective date for this Ordinance of February 1, 2021.

A motion was made by Monica Zoltanski, seconded by Brooke Christensen, to call to question the Council debate on Agenda Item 4.... The motion failed by a vote of 5 - 2 with Alison Stroud, Kris Nicholl, Marci Houseman, Cyndi Sharkey, Brooke Christensen opposed.

Council discussion continued following the vote on the motion to call to question.

The Council unanimously agreed to a 5 minute recess at approximately 8:28 pm. Council reconvened at 8:33 pm and moved to Item 5 on the Agenda.

A motion was made by Monica Zoltanski, seconded by Brooke Christensen to approve Ordinance #21-02, an ordinance amending Title 2, "elections" of the revised ordinances of Sandy city by adding new provisions regarding campaign contribution limits with an effective date of February 1, 2021....The motion failed by the following vote:

Yes: 3 - Zach Robinson
Monica Zoltanski
Brooke Christensen

No: 4 - Alison Stroud
Kristin Coleman-Nicholl
Marci Houseman
Cyndi Sharkey

5. 21-035 Council Member Zoltanski introducing a proposal to amend Sandy City's campaign contribution disclosure procedures to coincide with vote by mail elections.

Attachments: [Click here to eComment on this item](#)

[Memo on campaign disclosure prior to mailed ballots](#)

Council Member Zoltanski introduced a proposal to amend Sandy City's campaign contribution disclosure procedures to coincide with vote by mail elections.

Lynn Pace, City Attorney, clarified to the Council the current city ordinance and how the ordinance will be applied going forward as it relates to the timing of when financial disclosures are required to be filed. Mike Applegarth further explained the timing of the financial disclosure filing requirements.

Council had an extensive discussion on the agenda item.

Public Comment:

Ms. Brooke D'Sousa expressed support for transparency and is in favor of this amendment to the ordinance.

Mr. Steve Van Maren supports the change to the ordinance.

Public comment closed..

A motion was made by Monica Zoltanski, seconded by Brooke Christensen, to direct the City Attorney to develop a draft ordinance amending Sandy's disclosure deadline as discussed... The motion carried by the following vote:

Yes: 7 - Alison Stroud
Kristin Coleman-Nicholl
Zach Robinson
Monica Zoltanski
Marci Houseman
Cyndi Sharkey
Brooke Christensen

After 6:00 Time Certain Items and Public Hearings

Time Certain Items

6. 21-036 General Citizen Comments

Attachments: [Click here to eComment on this item](#)

Dustin Fratto invited the public to comment.

Mr. Steve Van Maren had an inquiry for Mr. Huish.

Public Comment closed.

Council moved to Item 3 on the Agenda.

Adjournment

The Council unanimously agreed to adjourn at approximately 9:19 pm.



Staff Report

File #: 21-050, **Version:** 1

Date: 2/9/2021

Agenda Item Title:

Waste Management Request to Address Cost Increase of Curbside Recycling Collection

Presenter:

Mike Gladbach, Public Works Director

Blake Leonelli, Waste Management

Frank Santiago, Waste Management

Description/Background:

Please review the attached documents.

Recommended Action and/or Suggested Motion:

The Council should discuss and make a determination regarding which of the options listed in the letter from Waste Management and/or the Staff Memorandum it wishes to pursue.

Motion to Adopt Option 1: Motion to adopt Resolution 21-09C authorizing the Administration to negotiate and execute an amendment to the Residential Solid Waste Collection Service Agreement with Waste Management to continue weekly recycling and to increase the recycling component of the monthly home rate by no more than \$2.45 per month per resident; to extend the contract to June 30, 2024; and to change the Consumer Price Index adjustment calculation from CPI-U to CPI-WST.

Motion to Adopt Option 2: Motion to adopt Resolution 21-09C authorizing the Administration to negotiate and execute an amendment to the Residential Solid Waste Collection Service Agreement with Waste Management to change the program from weekly collection to biweekly collection; to reduce the monthly home rate by no less than \$0.29 per month per resident; to extend the contract to June 30, 2024; and to change the Consumer Price Index adjustment calculation from CPI-U to CPI-WST.

Motion to Adopt Option 3: No motion/action is necessary. By taking no action no changes will be made to the current contract and it will expire on November 30, 2021. While not necessary, the Council may make a motion directing staff not to amend or renew the current Solid Waste Collection Service Agreement with Waste Management.



DEPARTMENT OF PUBLIC WORKS

Tom Dolan
Mayor

Byron Jorgenson
Chief Administrative Officer

Rick Smith
Director

MEMORANDUM

February 2, 2021

To: City Council
From: Director, Public Works Department
Subject: Waste Management Request to Address Cost Increase of Curbside Recycling Collection

BACKGROUND

The Residential Solid Waste Collection Service Agreement (the “Agreement”) between WM and Sandy City has an initial four (4)-year term which ended on November 30, 2019 and may be extended for up to two (2) additional two (2)-year terms. WM and the City previously agreed to extend the Agreement term by two years, meaning the current term is scheduled to expire on November 30, 2021.

In February of 2019, WM and the City partially addressed these recycling issues in the way of a “Value Share” program. As discussed at that time, WM would need additional relief to offset the increased costs related to providing recycling services. WM proposed reducing the recycling services from every week to every other week for a rate reduction or an increase to the curbside recycling rate. On July 7, 2020, the Sandy City Council verbally elected not to reduce recycling services to every other week.

ANALYSIS

On February 1, 2021, Waste Management submitted a letter to the Public Works Director proposing that Sandy City consider three (3) options to address the increased costs to collect recycling.

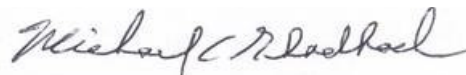
1. Continue weekly recycling and increase the recycling component of the Monthly Home Rate by \$2.45 per month per resident from \$3.54 to \$5.99.
2. Change the program from weekly collection to biweekly collection and reduce the Monthly Home Rate by \$0.29 per month per resident from \$3.54 to \$3.25.
3. Make no changes and have Waste Management continue current service per current agreement until expiration on November 30, 2021, with no extension/renewal.
4. If Option 1 or 2 is selected, change the Consumer Price Index adjustment calculation from CPI-U (represents all commodities) to CPI-WST (represents the index for waste).
5. If Option 1 or 2 is selected, extend the contract to June 30, 2024.
 - a. This addresses the second extension of the contract. The first extension runs out November 30, 2021.
 - b. This would allow us to synchronize the contract with our fiscal year.

STAFF RECOMMENDATION

Options 1 and 2 are mutually beneficial and we recommend approval of either one. In addition, acceptance of one of these options will eliminate the uncertainty of bidding when we can continue to provide a stable service to our residents through June 2024. Other reasons for continued service with Waste Management:

1. Sandy City values its successful partnership with Waste Management.
 - Waste Management generously provides no cost service for City events such as the July 4th celebration.
 - They provide no cost waste and recycling services for City buildings and parks.
 - Waste Management is a sponsor of the Sandy City Amphitheater.
2. Waste Management will conduct a 100% waste and recycling container audit. Since 1999 when service began, the cans have not been audited. By improving the accuracy of the can count, we expect Waste Fund revenues to increase.
3. Residents receive a premium service from employees who care.
4. Managers consistently resolve service issues in a timely manner.
5. Strong communications team with access to data and resources for education.

Reviewed by:



Michael C. Gladbach, P.E.
Public Works Director



WASTE MANAGEMENT OF UTAH, INC.

8652 South 4000 West
West Jordan, UT 84088

February 1, 2021

Michael Gladbach
Public Works Director
Sandy City
8775 S 700 W
Sandy City, Utah 84070

Re: Request to Extend and Increase Price

Dear Mr. Gladbach:

It has been a pleasure serving the citizens of Sandy City for the past several years. Waste Management of Utah, Inc. (WM) sincerely values your patronage and looks forward to continuing our partnership.

The Residential Solid Waste Collection Service Agreement (the "Agreement") between WM and Sandy City states the initial four (4)-year term, which ended on November 30, 2019, may be extended for up to two (2) additional two (2)-year terms. WM and the City previously agreed to extend the Agreement term by two years, meaning the current term is scheduled to expire on November 30, 2021.

WM desires to extend the Agreement to June 30, 2024, provided the recycling component of WM's rate is increased.

In February of 2019, WM and the City partially addressed these recycling issues in the way of a "Value Share" program. As we discussed at that time and many subsequent times, WM would need additional relief to completely offset the increased costs related to providing recycling services. WM proposed either reducing the recycling services from every week to every other week for a rate reduction or accept an increase to the curbside recycling rate. On July 7, 2020, the Sandy City Council verbally elected not to reduce recycling services to every other week.

Based on the above, WM would like to review all options once again, and if either option 1 or 2 is accepted, extend the Agreement to June 30, 2024. An extension to this date would allow Sandy City to move its waste collection contract with us to the Sandy City Fiscal Year cycle.

Option 1. Increase the recycling component of the Monthly Home Rate effective July 1, 2021 by \$2.45 from \$3.54 to \$5.99. This will make the weekly recycle rate commensurate with the trash rate. The costs associated with providing weekly recycling are nearly identical to trash pick-up.



WASTE MANAGEMENT OF UTAH, INC.

8652 South 4000 West
West Jordan, UT 84088

Option 2. Change the recycling program from a weekly collection to a biweekly collection. This would reduce the recycling component of the Monthly Home Rate from \$3.54 to \$3.25. As discussed during the July 2020 meeting with the City Council, WM would assist with marketing and implementing this change including providing 96-gallon containers for residents that make this request.

Option 3. Make no changes and have WM continue to provide service per the current Agreement until it expires on November 30, with no extension.

With either option WM would like to change the CPI language from point to point West Urban to an annualized WST. Over the years this has been very difficult to calculate and a more standardized CPI indicative to the Waste industry would be preferred.

Options 1 and 2 are mutually beneficial and would enable the continuation of a successful partnership. If the City agrees to either Option 1 or Option 2 of WM's proposed Agreement term extension, Waste Management will conduct a 100% waste and recycling can audit that will ensure the accuracy of all databases. Please confirm your decision in writing, so that we can process an amendment to the agreement or proceed as directed. If you have any additional questions, I can be reached at (801) 716-0210.

Sincerely,

Blake Leonelli
Public Sector Solutions

Residential Service	2020 Rate
First Trash Container	\$ 6.28
Additional Trash Containers	\$ 3.24
First Recycle Container	\$ 3.54
Additional Recycle Container	\$ 2.81
Roll Off	\$181.51

RESOLUTION #21-09 C

A RESOLUTION AUTHORIZING CHANGES TO THE RESIDENTIAL SOLID WASTE COLLECTION SERVICE AGREEMENT WITH WASTE MANAGEMENT OF UTAH, INC. TO ADDRESS COSTS RELATED TO RECYCLING SERVICES

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City, State of Utah, finds and determines as follows:

WHEREAS, the City Council has reviewed Sandy City's solid waste collection services;

WHEREAS, City Council has determined that an amendment to the Residential Solid Waste Collection Service Agreement with Waste Management of Utah, Inc. is the best way to meet the community's needs for service affordability, reliability, and excellence;

WHEREAS, City Council desires to authorize administration to negotiate and execute an amendment to the Residential Solid Waste Collection Service Agreement with Waste Management of Utah, Inc. to either increase the monthly home rate for recycling services or revise the scope of work to decrease the frequency of recycling collection.

WHEREAS, after due consideration, the City Council of Sandy City has determined this action to be in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah:

1. It does hereby approve the attached proposal authorize the administration to negotiate and execute an amendment to the Residential Solid Waste Collection Service Agreement with Waste Management of Utah, Inc. to:

- ☐ Increase the "Monthly Home Rate; or
- ☐ Revise the collection schedule decreasing the frequency of collection from weekly to bi-weekly,

while maintaining excellent service.

2. The Hon. Kurt Bradburn, Mayor of Sandy City, is hereby authorized to execute the proposed change and take all other necessary steps on behalf of Sandy City Corporation and to act in accordance with its terms.

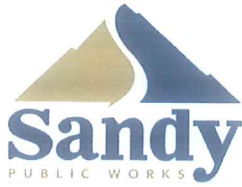
DATED this ____ day of _____, 2021.

Cyndi Sharkey
Sandy City Council

ATTEST:

City Recorder

RECORDED this ____ day of _____, 2021.



SANDY CITY PUBLIC WORKS

MICHAEL GLADBACH
PUBLIC WORKS DIRECTOR

KURT BRADBURN
MAYOR

MATTHEW HUISH
CHIEF ADMINISTRATIVE OFFICER

April 30, 2019

Blake Leonelli
Waste Management of Utah
8652 South 4000 West
West Jordan, UT 84088

RE: Waste Collection Contract Renewal

Dear Blake,

As required by the Residential Solid Waste Collection Service Agreement between Waste Management of Utah, Inc. and Sandy City effective November 30, 2015, Sandy City was notified during the month of March 2019 of the contract termination date and Waste Management, Inc. desire to exercise the first of two options to extend the agreement for two years.

Sandy City has reviewed the Contractor's service, costs, proposed pricing, and other indicators of the Contractor's ability to perform. We have determined, based on that review, to renew the agreement for an additional two years as requested. The two (2) year term will end November 30, 2021.

If you have any questions or wish to discuss this further I can be reached at 801-568-2968 or by email at mgladbach@sandy.utah.gov.

Thanks.

A handwritten signature in blue ink, appearing to read "Mathew Huish", with a large, stylized loop at the end.

Mathew Huish
Chief Administrative Officer

A handwritten signature in blue ink, appearing to read "Michael C. Gladbach", with a large, stylized loop at the end.

Michael C. Gladbach, P.E.
Public Works Director

**RESIDENTIAL SOLID WASTE
COLLECTION SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day November, 2015, by and between the following parties:

SANDY CITY, 10000 Centennial Parkway, Sandy, Utah 84070, a Utah municipal corporation, herein called the "**City**", and

WASTE MANAGEMENT OF UTAH, INC., a Utah corporation, whose local address is 8652 South 4000 West, West Jordan, Utah 84088, herein called the "**Contractor**".

PURPOSE. The parties enter into this automated residential solid waste collection agreement for the purpose of providing automated household solid waste collection, household recycling, dumpster, and curbside leaf collection services. The parties intend that the Contractor shall have the exclusive right, subject to the terms hereof, to provide residential solid waste collection and recycling services to single family residences and duplexes within the City's corporate boundaries during the term of this Agreement subject to the termination provisions. The parties understand that the City shall collect payments for services and for the cost of containers provided to its residents, and that it shall pay the Contractor for its services and containers provided hereunder. Contractor will provide services for single-family households and duplexes within Sandy City. Residential waste and recycling collection will be made in cans designed for automated collection, and shall use only containers that have been approved by the Director of Public Works. The parties are authorized to enter into this Agreement by Section 10-1-202, Utah Code Annotated.

TERM. This Agreement shall remain in effect for a period of approximately four (4) years from the date hereof, ending on November 30, 2019, unless terminated earlier pursuant to the terms of the Agreement.

The Contractor shall notify the City's Administrator and its Director of Public Works in writing during the month of March 2019 of the contract termination date, and of its request to renew the Agreement, if it wishes to do so. The initial four (4)-year term may be extended for up to two (2) additional two (2)-year terms sole option of the City, and with the concurrence of the Contractor. The City shall review the Contractor's service, costs, proposed pricing, and other indicators of the Contractor's ability to perform, in determining whether to extend the term of the Agreement, but the City shall have sole discretion to determine whether to extend the Agreement.

NOT BINDING ON FUTURE CITY COUNCILS. Pursuant to the provisions of Article XIII of the Utah Constitution, the parties hereto now desire to set forth the terms of their agreement in writing, provided, however, that nothing herein shall be construed to bind future councils of Sandy City contrary to the provisions of the Utah Constitution or the laws of the State of Utah.

CONSIDERATION. Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

DEFINITIONS. As used in this Agreement, the term “**Recyclable Materials**” means commonly used household products and materials designated by the City for collection for which recycling services and markets are readily available and commercially viable, and, which the parties agree shall be collected by the Contractor under this Agreement from City residents in the recycling containers provided by the Contractor for the purpose of recycling or reuse, including but not limited to newspapers, tin and aluminum cans, corrugated cardboard, colored cardboard, magazines, and certain kinds of consumer plastic. Commingled material which contains an unacceptable amount of non-Recyclable Materials may be deemed refuse.

As used herein, “**Landfill**” shall mean the Trans-Jordan Landfill at 10873 Bacchus Hwy, South Jordan, Utah, or such other location at which the Trans-Jordan Landfill shall be located.

As used herein, “**Excluded Waste**” shall mean waste that: (a) is prohibited from receipt at the Landfill (or, regarding Recyclable Materials, prohibited from receipt at the Recyclable Materials processing facilities) by state, federal or local law, regulation, rule, code, ordinance, order, license, permit or permit condition; or (b) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by City.

AUTHORIZATION. The parties are authorized to enter into this Agreement by Section 10-1-202, Utah Code Annotated.

SPECIFIC PROVISIONS

The foregoing are adopted as part of this Agreement.

1. **SCOPE OF WORK.** Contractor shall furnish all labor, fuel, trucks, equipment, containers, administration, and all other things required to complete its services hereunder, which shall consist of providing automated residential solid waste refuse and rubbish collection, removal and disposal services by transporting of such waste to the Landfill, automated Recyclable Materials collection including the removal, delivery, and processing of Recyclable Materials, on-demand dumpster services including delivery of the dumpster to residence, pick-up of the dumpster at residence, delivery of the waste materials to the Landfill, and return of the dumpster to the Sandy City Public Works facility, and an annual curbside leaf collection. A certain number of

residences shown in **Exhibit "B"** will be exempted from waste-collection and recycling services the Contractor will not collect waste or recycled materials from those residences. At some future time all or some of those residences may be added to the collection list. Annual leaf collection and dumpster services will be provided to all City residents including those on **Exhibit "B"**. All services shall be performed at the Contractor's expense, subject to the provisions which provide for payment to the Contractor for such services as provided herein. The Contractor shall not be responsible for services which are clearly the responsibility of the City, such as snow plowing, repair and maintenance of City streets.

(a) Services to Residents, Containers. More specifically, as a part of the contract price, the Contractor shall issue to each occupied Sandy residence which does not already have them, both a minimum 95-gallon automated solid waste collection container of good quality and durably made, as well as a minimum 60-gallon automated recycling container all of which shall be approved by the City's Director of Public Works. Individual residents may, at their option, choose to obtain additional automated solid waste or recycling containers, which will be issued at an additional monthly charge to that residence, and which must be kept and paid for by the resident for a minimum of six months. After having the solid waste or recycling container for six months, at the request of the resident, the container shall promptly be picked up by the Contractor. Such delivery and pick-up of containers shall be performed promptly by the Contractor as more fully set out herein. Except otherwise provided herein, collection of waste shall be made only through use of the automated waste collection containers and automated recycling containers provided to residences. Refuse in other containers need not be collected by the Contractor.

(b) Collection Schedule. Contractor shall collect both regular residential refuse and Recyclable Materials from each residence weekly, and on the same day of each week, except on Thanksgiving, Christmas, July 4th, and New Year's Day, in which weeks, following the holiday, collection service will occur one day later than normal for the balance of the week. The Contractor shall not provide collection services under this Agreement on Sundays.

(c) Trucks Used For Hauling to Landfill, Recycling Center. As a part of this contract, Contractor will provide trucks for all collection and transport of waste and recycling that are no more than 2 years old. During the term of this contract no trucks older than 6 years old will be used in either waste or recycling collection. These trucks must be used exclusively to collect waste and Recyclable Materials in Sandy City under this Agreement unless specifically approved in writing by the Director of Public Works. Trucks and equipment that are sub-standard, have a history of numerous or frequent breakdowns, or that are not kept clean and in good operating condition shall not be used in the performance of this contract. Contractor shall use its automated waste collection trucks and automated recycling trucks assigned to the Sandy City contract solely for use under this contract to collect the regular residential refuse and transport it to the Landfill and to collect Recyclable Materials and transfer them to the recycling center

chosen by the Contractor, without letting any trash or other material escape from the trucks. Any exceptions to the exclusive use of these trucks for Sandy City must be approved by addendum to this contract, and the City compensated based on actual cost of the additional use. Only in an emergency, for a very short duration, and with the written permission of the Public Works Director, may other trucks be used in the performance of this contract. Each truck used in this contract either for waste collection or collection of recyclable materials will carry a marking on at least both sides of the truck stating "Proudly Serving Sandy City" or a similar statement approved by the City.

(d) Schedule. The schedule of collection routes will be determined each year before the anniversary date of this Agreement by written memorandum or letter signed by the parties' representatives. If the parties can't agree on these issues, then either party may request mediation as provided in Section 20 below. All of the services listed in this section will be provided at the rates set in Section 14.

(e) Service Request Response Time. In order to maintain an efficient and acceptable collection system, all requests for delivery or replacement of containers shall be responded to within two (2) City working days of the request. Complaints about service, including but not limited to, damaged container wheels on collection containers, damaged collection containers, etc., shall be responded to and resolved by Contractor within two (2) City working days from the receipt of the request. Missed pick-ups will be resolved within one working day of receipt of the complaint. Except in circumstances approved by the Director of Public Works, all missed pick-up complaints will be resolved by Contractor returning to the site and collecting material reported to be missed. Contractor will maintain a sufficient inventory of containers and parts as outlined in Section 18, and adequate personnel, including at least one full-time maintenance employee dedicated exclusively to service Sandy City under this Agreement, and equipment to meet this time requirement. Service requests not resolved within two (2) days, and missed pick-ups not resolved within one (1) working day, will be subject to a billing reduction equal to one (1) times the current daily rate paid by the resident for each day the complaint is not resolved. Contractor will keep a log of complaints including date received, date resolved, and provide updated status reports to Sandy on a daily basis. The Contractor shall provide copies of all logs of complaints and requests for service from Sandy residential customers to the City's Public Works Director on a daily basis. Complaints not resolved within the period required will be noted on the Contractor's monthly bill to Sandy, including the appropriate reductions as stated above.

(f) Dumpster Program. The Contractor will provide all City residents including those listed in **Exhibit "B"** an on-demand residential dumpster service. The Contractor shall supply at its sole cost all personnel, equipment, and fuel needed to provide this service, including all necessary trucks, dumpsters and drivers. The Contractor will be capable of providing a minimum of five (5) deliveries and pick-ups each day on Monday, Tuesday, Thursday, and Friday. The service

will include the delivery of a 30-yard-capacity dumpster to a residential location designated by the City, pick-up at that same location approximately 72 hours after delivery at a time designated by the City, transportation to, and dumping of contents at the "Landfill", then returning the dumpster to the Public Works facility, or another address designated by the City. The Contractor will provide a pool of at least ten (10) 30-cubic yard dumpsters, identified with a Sandy City logo, which may be stored at the Sandy City Public Works facility. The Contractor shall maintain reflective diamond grade tape readily visible in artificial light on all corners of the dumpsters.

(g) Curbside Leaf Collection Program. The Contractor will provide to all City residents including those listed in Exhibit B an annual curbside leaf collection program for all residents of the City. This service will be offered in the late fall each year, at a time designated by the City. The program will include a once-per-year curbside collection of leaves, bagged only, to be completed during a two-week period designated by the City, for all City residents north of 9400 South one week, and all City residents south of 9400 South another week.

(h) Glass Recycling Container. The Contractor will provide (1) one large glass recycling container at the Public Works facility located at 8775 South 700 West Sandy, Utah. This container will be provided and serviced as needed at no cost to the City. In the future the City may designate up to 3 additional location for glass recycling containers to be provided under the same conditions as the first.

(i) The Contractor may request permission from the City to use waste collection trucks dedicated to the City for the collection of a small number of residential only units not in the City. The City may, at its sole discretion, allow the Contractor to perform this collection in exchange for being compensated using the following formula:

For each week collected calculate the number of residential units collected times the yearly average tonnage per City residential unit divided by 52 and multiple that figure by the current tipping fee. In no case shall the total number of residential units collected outside the City exceed 100.

2. CONTRACT DOCUMENTS. The Contract Documents shall consist of the following documents, and this Agreement incorporates them as if fully set out herein:

- (a) This Residential Solid Waste Collection and Recycling Services Agreement;
- (b) The Instructions and Requirements to Proponents for Residential Solid Waste Collection and Disposal included in the Request For Proposal;
- (c) The Performance Bond;
- (d) The Insurance Certificates described in **Exhibit "A"**.

Any addenda to the foregoing documents agreed to and signed by the parties, as required in Section 15 of this Agreement, and incorporated into the Contract Documents.

In the event that there is a conflict between this Residential Solid Waste Collection and Recycling Services Agreement and any exhibits, attachments, or other documents referred to herein, including any of the other Contract Documents, then to the extent that it can reasonably be construed to do so, this Agreement shall control.

All provisions of the Contract Documents shall be strictly complied with.

3. SUBCONTRACT OR ASSIGNMENT. The Contractor shall not assign, transfer, or subcontract any interest or service in this Agreement, except the marketing and recycling of Recyclable Materials, without the prior written consent of the City, provided that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City. The City may not unreasonably withhold its approval of an assignment, transfer or subcontract. The Contractor may, at its option, contract for the sale of Recyclable Materials collected as a part of the City-wide recycling program included in this contract. Contractor shall take reasonable steps to insure that only marketable Recyclable Materials shall be collected, as directed by the City, and that all such materials collected will be marketed for recycling purposes, and collection of payment for the delivery thereof. In no case shall materials collected hereunder as Recyclable Materials be disposed of in the Landfill without the written approval of the Director of Public Works or the City Administrator. Under this provision Contractor will be allowed to dispose of any residual non-recyclable material collected in the recycling container in any lawful manner at the sole cost of the Contractor.

4. DISPUTES. Any dispute (except one arising out of an event giving rise to the City's notice of termination under Section 5 below) concerning a question of fact arising under this contract which is not disposed of by written agreement shall be decided by the City Public Works Director or his designated representative (herein called the "**Director**"), which decision shall be reduced to writing. A copy of said decision will then be promptly furnished to Contractor. The decision of the Director shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or which is not supported by substantial evidence and is appealed to the City's Chief Administrative Officer within 20 days of receipt of the Director's decision. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of its services and duties under Agreement.

This dispute clause does not preclude consideration of questions of law in connection with decisions provided for in the above paragraph. However, nothing in this Agreement shall be construed as making final the decision of the Chief Administrative Office on a question of law.

To the extent that this section conflicts with Section 5 below, Section 5 shall control.

5. DEFAULT, REMEDY AND TERMINATION. Upon the occurrence of one or more of the following events:

- (a) If Contractor substantially fails to perform any part of this Agreement;
- (b) If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of 72 hours;
- (c) If Contractor (i) shall become insolvent in a bankruptcy sense; (ii) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of 90 days; (iv) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of 90 days; (v) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of 90 days; (vi) shall be dissolved; (vii) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of 90 days; (viii) shall voluntarily suspend substantially all of its business operations; (ix) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) shall take action for the purpose of any of the foregoing,

Then the City may, after serving ten days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within 10 days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may, but shall not be required to, take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor upon notice communicated to the Contractor. The Contractor and the Contractor's bonding company shall be liable to the City for

any reasonable cost occasioned by the City in excess of the amount agreed for the service herein for up to three months. The City may complete the contract performance by itself or through a third party.

If the Contractor disputes the City's decision to terminate its services, it shall submit a written statement to the City of as much of the City's determination as it disputes, setting out in detail the reasons for which it disputes the City's determination. The resolution of the dispute shall then be made pursuant to the terms of Section 4 except that the City Administrator shall designate another person than the Director of Public Works to render a decision on the matter.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The City will give consideration to special circumstances involving Acts of God, or other circumstances beyond the control of the City or the Contractor.

6. LIABILITY. The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the services hereunder provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission or willful misconduct of the Contractor, or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except to the extent that the damages, loss or expense are caused by the negligence or willful misconduct of the City, its employees, agents or subcontractors.

7. INSURANCE. The Contractor shall maintain evidence of insurance with the City as specified in the request for proposal and **Exhibit "A"**. The Contractor shall provide the Director of Public Works with proof thereof before beginning services and within 60 days prior to the anniversary of this Agreement, and shall provide proof thereof upon request by the City's Director of Public Works or Risk Manager. The City Risk Manager reserves the right to increase the amounts of insurance maintained by the Contractor proportional to increases in caps to city government liability under the Utah Governmental Immunity Act or its successor statute, and to increases in the Consumer Price Index which exceed five percent in any year.

8. CONTROLLING LAW. This Agreement shall be construed in accordance with and enforced under the laws of the State of Utah. Any suit brought to enforce or set aside any part of this Agreement shall be brought in a Utah State Court located in Salt Lake County, unless the claims can only be heard in U.S. District Court, in which case the matter shall be tried in the U.S. District Court for the District of Utah located in Salt Lake County, Utah.

9. SAFETY. Contractor shall, at all times, take all reasonable steps to ensure the safe and prudent operation of all equipment and machinery in connection with this Agreement. Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, and orders relevant to its operation including but not limited to OSHA rules and regulations, Department of Motor Vehicle inspection and operation rules and regulations, EPA laws and regulations, etc. All equipment shall be properly maintained in good working order and in compliance with all applicable safety and motor vehicle regulations. Contractor shall take all reasonable precautions to protect the safety of all children, pedestrians, motorists, employees and any others that may be near the equipment and operations of the Contractor. Any accident, damage or injury, including (without limitation) damage to any City property or equipment, caused by or resulting to the Contractor's equipment or employees in the performance of this Agreement shall be immediately reported to the City, [and/or if reported to the Contractor by the City,] and Contractor shall take prompt remedial action to restore, repair or replace all damaged or ruined property; provided, however, Contractor will not be responsible for damage to driving surfaces due to the existence or weight of Contractor vehicles.(provided that (a) If the vehicle is within the legal weight limit and (b) If the loss of fluid from the vehicle has not softened the pavement such that the weight of the vehicle causes the pavement to sink.) In no case shall the Contractor knowingly collect, load, or transport any material designated as hazardous under federal, State, or local laws or ordinances. In the case of a spill Contractor will take reasonable action to insure that no materials picked up by Contractor under this Agreement enter the storm drain system. The City may immediately terminate this Agreement upon Contractor's failure to comply with the provisions of this paragraph.

10. WAIVERS. No action or failure to act or to enforce a breach of this Agreement by either of the parties, their officers, agents or employees, shall constitute a waiver of any right or duty afforded it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any subsequent breach except as may be specifically agreed in writing.

11. WORKING HOURS. Contractor, its subcontractors, agents and employees shall not work outside of normal work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday in performing work under this Agreement unless special prior arrangements for other hours have been requested and approved by the City. Contractor shall minimize noise disturbance to the surrounding neighborhoods by maintaining noise attenuation devices on all equipment sufficient to comply with all applicable laws, ordinances, and policies.

12. OBEY LAWS. Contractor shall obey all applicable laws and regulations of the United States, the State of Utah, and Sandy City in performing this Agreement. In the event that Contractor, or any of its employees are cited, sanctioned, etc., for violation of the law during the execution of the terms of this Agreement, including, but not limited to overweight violations, traffic violations, mishandling of waste, littering, illegal collection, loading, or knowingly

transporting hazardous waste, etc., the Contractor or its employees will be wholly responsible for any fees, fines, damages, or costs of any kind which may occur as a result of these violations, and shall not pass these costs in any way onto the City. Contractor may recover from the City costs associated with the proper clean-up and disposal of wastes illegally or improperly disposed of that the Contractor, using reasonable precautions and business practices, was unaware of at the point of service. The Contractor will assist the City with identifying the source of the waste material illegally and improperly placed in containers (used under this Agreement) for collection by the Contractor.

13. NOTICE. Any notice required or permitted hereunder to be given or transmitted between City and Contractor shall be in writing and either personally delivered or mailed postage prepaid by certified or registered U.S. mail, or sent by a recognized commercial rapid delivery courier, addressed as follows:

(a) Notice to Sandy City shall be given to the **Director of Public Works**, 8775 South 700 West, Sandy, Utah 84070, or such other address or person as the Director of Public Works shall direct in writing to the Contractor;

(b) Notice to Contractor shall be given to the **District Manager** at Contractor's address set out first above, or such other address or person as he shall direct in writing to the City.

Either party may, by notice to the other given as prescribed in this Section, change said address for any future notices which are mailed under this Agreement. Any notice which is mailed under this Agreement shall be effective upon its delivery.

14. COMPENSATION. The City shall pay to the Contractor the following fees for its services and containers provided hereunder:

(a) \$9.00 per month per residential unit for which Contractor provides waste collection, and Recyclable Materials collection during any part of a month, and an annual curbside leaf collection subject to any exceptions set out herein. This monthly rate is derived by adding the monthly rate of \$5.75 for automated waste collection, \$3.25 monthly rate for automated recycling, and no cost for the annual curbside leaf collection, together herein called the "**Monthly Home Rate**." The Monthly Home Rate shall be adjusted on the first anniversary of the contract pursuant to Subsection 14(f). The total monthly rate includes the payment for the purchase, replacement, and maintenance of all residential automated waste and recycling containers within Sandy City needed under the term of this Agreement, and in compliance with Section 18 of this Agreement. The Contractor shall use its best efforts to sell all Recyclable Materials collected separately from the general solid waste by the Contractor from residents under this Agreement which qualify for recycling. The Contractor shall pay the City fifty (50) percent of the gross receipts from the Recyclable Materials collected and sold, minus the processing cost, unless that net total is at or below \$0.00 in which case the City will not receive

any revenue, nor will it be billed for any costs associated with the collection and processing of the recyclable materials. If a negative marketable value for any particular commodity continues for an extended period of time the Contractor may request that the City suspend the collection of that specific recyclable material until the marketable value is again positive.

The Contractor will transport all such residual waste to the Landfill and pay the processing cost at its own expense.

In addition, the Contractor will supply Sandy City a complete monthly summary of transactions regarding all materials collected under this Agreement, including total waste and Recyclable Materials collected showing type and total, and the total residual material collected as "Recyclable Materials" and disposed of in the Landfill, and the total amount received for sale and delivery of Recyclable Materials. Contractor shall (??)The City and its agents shall have the right to inspect during business hours the Contractor's books of accounts, receipts, and other accounting records dealing with the pickup and handling of all Recyclable Materials picked up by the Contractor under this Agreement. [keep records for 3 yrs after creation of the record]

(b) Upon request, residents may receive additional automated waste collection or recycling containers from the Contractor. The City shall pay the Contractor \$2.97 per month for each additional waste collection container and \$2.57 for each additional Recyclable Materials collection container provided to a residence. Residents must pay for additional containers they request for a minimum of six months after receiving them. The Contractor shall repair all waste collection and recycling containers needing repair as requested by the City or a resident as outlined in Section 1(e). If the repair or replacement is required due to Contractor losing, damaging the container, or due to normal wear and tear of the Container, then the repair or replacement will be done at no cost to the customer or City. If the replacement is required because of damage clearly caused by a customer's obvious negligence or intentional damage, the Contractor may, at its option, bill the City for the cost of the container.

(c) Through the use of daily reconciliation sheets provided by the City to the Contractor, and by the Contractor to the City, a daily total of all residential waste and recycling containers in use in the City shall be generated. At the end of each month the City and the Contractor will discuss and compare figures on a month-end total container count used in the City under this Agreement in the event of a discrepancy the City's can count shall be used. The Contractor shall bill the City not more often than once each month based on the verified month-end container total. Invoices shall accurately set out the number of residences served for all or part of the month, the cost of containers provided to each resident, the number and type of container(s) provided, and a total for all services and containers provided for that month.

(d) The rate for the dumpster program will be \$129.00 for delivery, collection and dumping at the Landfill (not including the tipping fee which the resident shall pay in addition), then transportation of the dumpster back to either to the Sandy City Public Works facility, or to

another location designated by the City. The monthly billing amount will reflect the number of dumpsters serviced by the Contractor multiplied by the individual dumpster fee. The cost to the City for the annual curbside leaf collection program is incorporated into the Monthly Home Rate so no additional charge for that service will be reflected in the monthly billing.

(f) The parties shall adjust the fee payments made by the City to the Contractor under Section 14 (a), (b), and (d) above annually beginning on the first anniversary of this Agreement based upon changes, whether up or down, in the annual average Consumer Price Index for the previous 12-month period from October of the previous year to September of the current year calculated as set out below:

For All Urban Consumers, U.S. city average, All Items, U.S. Western Region ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending nearest, but at least sixty (60) days prior to, the Adjustment Date. At least thirty (30) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Using the U.S. city average for All Urban Consumers and the U.S. Western Region CPI as published by the Bureau of Labor Statistics for the 12 months previous to October of the current year, the City will calculate the difference between the CPI for the month of September from the previous year and the CPI for the month of September from the current year from both sources and the lower of the 2 rates will be used to calculate the rate adjustment for the current year, either up or down, which rate change shall be used in determining the November invoice for the current year.

(g) In addition, an increase or decrease in Monthly Home Rate may be made by the City's Public Works Director and the City's Chief Administrative Officer after disclosure to the City Council at a public meeting upon the written request of the Contractor or upon the City's initiative, and after notice to the Contractor, resulting from the following:

(i) Change in the Landfill or other collection facility used by the City for residential solid waste disposal. In such case, the City may adjust the Monthly Home Rate by the change in the cost of hauling waste collected under this Agreement to the new landfill as demonstrated by the Contractor; or

(ii) Any change in law, statute, rule, regulation, ordinance, order or requirement of any foreign, federal, state, regional or local government that is effective after the effective date of this Agreement which changes Contractor costs of providing services under this Agreement.

(h) Contractor will keep and make available to the City at any time requested by the Director of Public Works during business hours, a complete inventory of all containers within the City, including the number of containers provided by type.

(i) In addition to the service provided to residential units under this contract, the Contractor shall provide waste collection and recycling services to any and all City-owned facilities including but not limited to City Hall, all Sandy City Fire Stations, Parks and Recreation offices, all Sandy City parks, Public Utilities, and Public Works facilities, Sandy Senior Citizen Center, Sandy Cemetery, Sandy Amphitheater, Sandy Museum, Sandy Justice Courts, and River Oaks Golf Course and shop, and any other Sandy City facilities as requested by the Director at no cost to the City.

15. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by the parties.

16. SEVERABILITY. If any part of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining parts shall nonetheless remain in full force and effect.

17. IMPOSSIBILITY. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes (except that no strike by Contractor's employees shall prevent the City from making demand on Contractor's performance bond as otherwise provided for herein), riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval.

18. GARBAGE CONTAINERS. Contractor will, at its own expense, provide all dumpsters, waste collection and recycling containers used in this Agreement. Contractor will repair or replace any container that is defective, damaged or destroyed as provided under section 14 (b) of this Agreement. In addition to the containers placed at residents' homes, the Contractor at all times shall keep an inventory of both waste collection and recycling containers, wheels, and parts for 45 days of average distribution and replacement activity in the city, based on information provided by Sandy City Public Works.

19. COURTESY. The Contractor's officers and employees shall be courteous, polite, and professional in all contacts with City residents. Within seven business days after receiving notification of the misconduct of an employee, the Contractor shall take steps to reasonably assure that the misconduct does not recur, including disciplining the employee. For the cause

and at the City's request, the Contractor shall promptly remove an employee from providing services under this Agreement.

20. MEDIATION. In the event that the parties are unable to resolve a dispute which has arisen over the subject matter of this Agreement within 30 days of written notice of a dispute subject to this Section, then either party may notify the other that the matter shall be submitted to non-binding mediation by a mediator acceptable to both parties, the cost of which shall be borne equally by both parties.

21. TITLES AND CAPTIONS. The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

22. FOLLOW RULES. The Contractor shall strictly comply with all rules and regulations of the Landfill and of any other landfill or other collection facility to which it hauls and dumps materials under this Agreement, and shall take reasonable steps to assure that no waste is hauled under this Agreement which violates any laws, or to dump such waste at any landfill in violation of the law, or any rules or regulations of such landfill. The Contractor shall immediately report to the City Representative any waste picked up which violates any law, or any rules or regulations of any landfill or other collection facility to which the Contractor hauls waste hereunder, including the names and addresses of any persons who delivered such waste to the curb or to the Contractor for pickup and disposal or delivery.

23. PERFORMANCE BOND. The Contractor shall post before beginning services under this Agreement, and shall maintain during the term of this Agreement, a performance bond in the amount of not less than six times the Contractor's total monthly billing at the beginning of the Agreement, or in each year thereafter, six times the Contractor's total monthly billing in the month prior to the anniversary of the Agreement, unless the Residential Home Rate changes by less than ten percent between the month prior to the last anniversary in which an adjustment in the bond was made and the month preceding the anniversary of this Agreement, in which case the amount of performance bond shall not be adjusted. The bonding or insurance company shall have a Best's rating of not less than A-IX and be licensed to do business in the State of Utah. Notwithstanding the foregoing, the Public Works Director and the Chief Administrative Officer may elect not to increase the amount of the performance bond provided they notify the Contractor in a signed writing thereof.

24. NO THIRD-PARTY BENEFICIARIES. The parties do not intend that this Agreement benefit any third parties.

25. AUTHORITY. The individual signing on behalf of the Contractor hereunder certifies that he or she is authorized to sign this Agreement on behalf of the Contractor and to bind the Contractor to this Agreement by his signature.

WHEREFORE, the parties have entered into this Agreement on the day and year first set out above.

SANDY CITY


Tom Dolan, Mayor

ATTEST:


City Recorder



CONTRACTOR:

ATTEST:

By: 

Title: President

Title: _____

Three years

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)

County of Salt Lake)

SANDY CITY APPROVALS

Department 

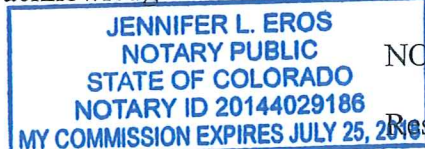
Risk Mgt. CMR

Budget BK

Legal Form 

Purchasing Compliance 12

On the 3 day of December, 2015, personally appeared before me and Scott Bradley, who did say that they are the (titles) Vice President and _____, respectively, of Waste Management of Utah, Inc., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.



NOTARY PUBLIC 

Residing in Arapahoe County, Colorado

My Commission Expires:

July 25, 2018

EXHIBIT "A" INSURANCE

"EXHIBIT A"

**INSURANCE, BONDS and INDEMNIFICATION REQUIREMENTS FOR
ENTITIES CONTRACTING WITH SANDY CITY FOR:
SOLID WASTE COLLECTION & RECYCLING, DUMPSTER AND LEAF COLLECTION
SERVICES (2015)**

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which arise out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's bid or proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. GENERAL LIABILITY: \$5,000,000 combined single limit per occurrence, personal injury and property damage. \$10,000,000 aggregate or other limits acceptable to the City. Must contain "Pollution Liability Endorsement." Broad Form Commercial General Liability is required (ISO 1993 or better). Personal Injury, Premises-Operations, Products-Completed Operations, Independent Contractors and Subcontractors.

2. AUTOMOBILE LIABILITY: \$5,000,000 per occurrence, \$5,000,000 aggregate, "Any Auto" coverage is required. Must contain "Pollution Liability Endorsement."

3. WORKER'S COMPENSATION: Worker's compensation statutory limits as required by the Workers' Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$300,000 per occurrence.

4. POLLUTION LIABILITY: In the amount of \$5,000,000 per occurrence or other limits acceptable to the City.

5. PERFORMANCE BONDS: In an amount no less than the value of 6 months compensation paid under the contract.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% limit of policy must be declared to and approved by Sandy City. At the option of Sandy City, either; (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or (2) the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. Professional Liability and Automobile Liability Coverages

A. Sandy City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

II. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Sandy City.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. INDEMNIFICATION / LIABILITY

Contracting party shall indemnify, defend and hold harmless the Customer, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fee, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of providing the goods and services provided to the City which may be occasioned by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
12/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1306000 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF UTAH 8652 SOUTH 4000 WEST WEST JORDAN UT 84088	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Indemnity Insurance Co of North America		43575
	INSURER C: ACE Property & Casualty Insurance Co		20699
	INSURER D: ACE Fire Underwriters Insurance Company		20702
	INSURER E:		
INSURER F:			

COVERAGES UTWJORDA CERTIFICATE NUMBER: 3971908

REVISION NUMBER: XXXXXXXX

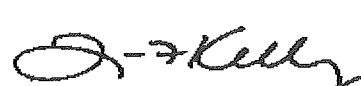
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C4814181A (AOS) WLR C4814182I (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: SOLID WASTE AND RECYCLING COLLECTION WAIVER OF SUBROGATION IN FAVOR OF SANDY CITY, ITS OFFICERS, OFFICIALS, EMPLOYEE AND VOLUNTEERS ON ALL POLICIES WHERE AND TO THE EXTENT AS REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW.

CERTIFICATE HOLDER

CANCELLATION See Attachment

3971908 SANDY CITY 10000 CENTENNIAL PARKWAY SANDY UT 84070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Bond No. 1023111

RIDER

To be attached to and form a part of Performance Bond, No. 1023111
dated the 1st day of November, 2007 issued by
LEXON Insurance Company, 10002 Shelbyville Road, Louisville, KY 40223 as Surety, on behalf of
Waste Management of Utah, Inc., 8652 South 4000 West, West Jordan, UT 84088, as Principal,

in the penal sum of One Million Three Hundred Thousand and 00/100
Sandy City
Dollars (\$ 1,300,000.00), and in favor of 10000 Centennial Parkway, Sandy, UT 84070

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider will serve to change the bond penalty as follows:

Current Bond Amount: \$1,300,000.00
Total New Bond Amount: \$1,490,000.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 1st day of November, 2014

Signed, sealed and dated this 24th day of September, 2014

WITNESS:

Sasoli

PRINCIPAL

Waste Management of Utah, Inc.

By

Diana Seng
Diana Seng
Director, Treasury &
Financial Assurance

WITNESS:

Joshua C. Kessler

LEXON Insurance Company

By

Rachel Parikh

Rachel Parikh, Attorney-in-Fact

POWER OF ATTORNEY

LX-223466

Lexon Insurance Company

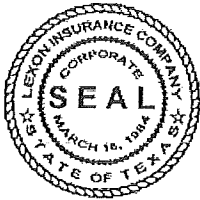
KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Sheryon Quinn, Bonnie J. Wortham, Jessica Nowlin, Rachel Parikh its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 4,000,000.00, Four Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

BY

Amy L. Taylor
Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24th Day of September, 2014.



BY

Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

CONTINUATION CERTIFICATE

The Lexon Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, as Surety upon

Bond Number: 1023111

dated effective Thursday, November 01, 2007

on behalf of Waste Management of Utah, Inc., 8652 South 4000 West, West Jordan, UT 84088

and in favor of Sandy City, 10000 Centennial Parkway, Sandy, UT 84070

does hereby continue said bond in force for the further period

beginning on Saturday, November 01, 2014

and ending on Saturday, October 31, 2015

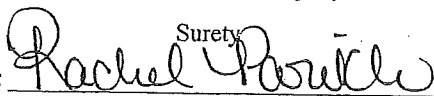
Amount of bond: ONE MILLION FOUR HUNDRED NINETY THOUSAND AND 00/100 Dollars (\$1,490,000.00)

Description of bond: Residential Solid Waste Collection Recycling Services

Provided: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in condition therewith shall not be cumulative and the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed, sealed and dated on Wednesday, September 24, 2014

Lexon Insurance Company

By: ^{Surety} 

Rachel Parikh, Attorney-in-Fact

POWER OF ATTORNEY

LX- 223467

Lexon Insurance Company

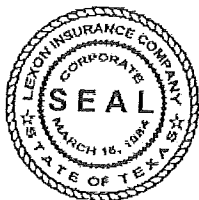
KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Sheryon Quinn, Bonnie J. Wortham, Jessica Nowlin, Rachel Parikh its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 4,000,000.00, Four Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



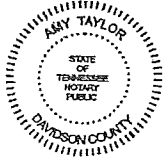
LEXON INSURANCE COMPANY

BY

David E. Campbell
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
Mv Commission Expires 01-09-16

BY

Amy L. Taylor
Amy L. Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the solutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24th Day of September, 2014.



BY

Andrew Smith
Andrew Smith
Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT "B"

SANDY CITY RESIDENCES SPECIFICALLY EXEMPTED FROM COLLECTION OF
WASTE AND RECYCLABLE MATERERIALS



Staff Report

File #: 21-059, **Version:** 1

Date: 2/9/2021

Agenda Item Title:
General Citizen Comments

Description/Background:

This is the time set aside for the public to comment on any City business that is NOT already listed on the agenda. If you wish to comment on business that IS listed on the agenda please follow the eComment link to that agenda item, or participate live and comment during that agenda item. Public comment will occur no sooner than 6:00 PM. Each speaker is allowed three minutes. Citizens wishing to comment must access the meeting via the Zoom Webinar link above. The call -in number is for listening only.