

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2018-R-09**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED  
CONTRACT WITH ACE DISPOSAL FOR THE BULKY WASTE PROGRAM**

**WHEREAS**, on March 24, 2010, the City Council entered into a Residential Solid Waste Collection and Disposal contract with ACE Disposal; and

**WHEREAS**, a necessary component of the contract is to provide a Spring/Fall Cleanup program to the residents of Midvale City; and

**WHEREAS**, the City Council desires to amend the contract to change the Spring/Fall Clean-up program to a once a month Bulk Pick-up service for the remainder of the contract; and

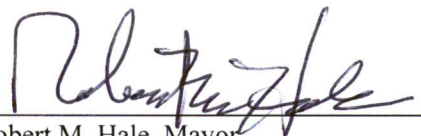
**WHEREAS**, the City Council feels the proposed amendment is in the best interest of the residents of Midvale City,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH:**


**Section 1.** The Midvale City Council hereby authorizes the Mayor to enter into an Amended Contract with Ace Disposal changing the Spring/Fall Clean-up program to providing for a once a month Bulk Pick-up service (Exhibit A).

**Section 2.** This Resolution shall take effect immediately.

**APPROVED AND ADOPTED** this 20<sup>th</sup> day of February 2018.

  
Robert M. Hale, Mayor

ATTEST:

  
Rori L. Andreason, MMC  
City Recorder

**Voting by the Council:**

Quinn Sperry  
Paul Glover  
Paul Hunt  
Dustin Gettel  
Bryant Brown

**"Aye"**

☒  
Absent  
☒  
☒  
☒

**"Nay"**

☐  
☐  
☐  
☐



**MIDVALE CITY**  
**AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION**  
**AND DISPOSAL CONTRACT**

This document constitutes an Amendment ("Amendment") to the Residential Solid Waste Collection and Disposal Contract entered on March 24, 2010 ("Contract"), and Addendum No. 1 to Residential Solid Waste Collection and Disposal Contract entered on June 18, 2013 ("Addendum"), between Midvale City ("Midvale") and ACE Disposal, Inc. ("ACE").

**RECITALS**

**WHEREAS**, in 2010, ACE was awarded the contract to provide residential solid waste collection to Midvale; and

**WHEREAS**, a necessary component of said agreement is to provide a Spring/Fall Clean- Up program to the residents of Midvale; and

**WHEREAS**, the purpose of this Amendment is to change the Spring/Fall Clean-Up program to a once a month Bulk Pick-Up service for the remainder of the contract; and

**WHEREAS**, the Amendment will benefit the residents of Midvale.

**IT IS AGREED** by and between the parties as follows:

1. This Amendment will take effect on April 1, 2018.
2. Attachment 6 of the Contract and is amended to read as follows:

Regular Waste Collection & Disposal (1 <sup>st</sup> container)	\$	5.76/month
Second Container	\$	4.11/month
Bulky Waste Monthly Program, including Green Leaf Bag and Christmas Tree Pick-up(Year-round)	\$	1.20/month/residence
Neighborhood dumpster	\$	156.46 (per load)
Green waste roll-off	\$	136.10 (per load)
Recycling	\$	2.81/month/residence

\* All charges are monthly unless specifically indicated otherwise.

3. Paragraph 1 of the Contract is amended to read as follows:
  1. **Scope of Work.** Contractor agrees to provide monthly residential bulky waste collection throughout the City in accordance with the terms of this Agreement.
    - a. Contractor shall furnish all personnel, labor, equipment, vehicles, and other items necessary to provide bulky waste collection every month. This is inclusive of the green leaf bag and Christmas tree pick-up programs.
    - b. Residents shall place their bulky items on the curb on the SUNDAY before their trash day, on the THIRD full week of every month. The waste will be collected by ACE on the residents' trash day during said week.

- c. ACE reserves the right to refuse collection of items placed on the curb that do not meet its collection guidelines.
- d. All bulk waste collected shall be hauled by the contractor to Trans-Jordan Landfill. The City shall pay all tipping fees associated with the collection of bulk waste within Midvale City.

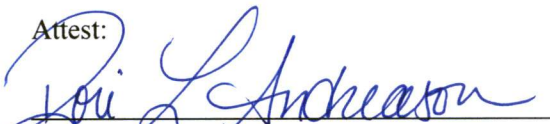
4. Paragraph 3 of the Contract is amended to read as follows:

3. **Compensation.** In consideration of the Contractor's performance under this Agreement, the City agrees to pay and Contractor agrees to accept the sums identified in Attachment 6 of this Agreement. Payment will be made on active residential units during the month served as determined by the City's billing record.

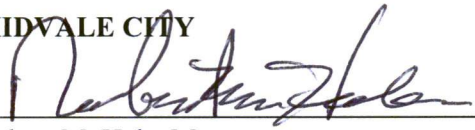
5. In the event there is any conflict between this Amendment, the Residential Solid Waste Collection and Disposal Contract, and Addendum No. 1, this Amendment will control.

DATED this 20<sup>th</sup> day of February, 2018.

Attest:

  
Rori L. Andreason, MMC, City Recorder

MIDVALE CITY

  
Robert M. Hale, Mayor

ACE DISPOSAL, INC.

By: \_\_\_\_\_

It's: \_\_\_\_\_

