

5:30 p.m. – Work Session

No motions or decisions will be considered during this session, which is open to the public.

6:00 p.m. – Council Meeting (Council Chambers)

A. Welcome & Roll Call

B. Pledge of Allegiance –

C. Invocation – TBA, by invitation

D. Public Comment

(This is an opportunity to address the City Council regarding your concerns or ideas. No action will be taken during public comment. Please try to limit your comments to three minutes.)

E. Presentations and Reports

1. Mayor's Report
2. City Council Assignment Reports
3. Senior Board Council Assignment
4. Old Glory Days Attendance Presentation

F. Consent Items

1. Consideration to approve meeting minutes from:

June 18, 2024 Council Work Session
June 18, 2024 Council Meeting
July 16, 2024 Council Work Session
July 16, 2024 Council Meeting

G. Action Items

1. Consideration of Resolution #2024-26, declaring property held by the city as lost, unclaimed, surplus or otherwise no longer viable for city use or purposes, and to declare unclaimed property as public interest use, and authorizing the use or sale of the same.
Presenter: Steve Brooks
2. Consideration of Resolution #2024-27 amending the 2024-2025 Consolidated Fee Schedule
Presenter: Rich Taylor
3. Consideration of Resolution #2024-28 approving a contract with Qualtrics for survey services.
Presenter: Steve Brooks
4. Consideration of Ordinance #985 amending Riverdale City Code Title 9, Chapter 1, Section 1: Building Codes Adopted.
Presenter: Steve Brooks
5. Consideration to approve new Local Consent application for Ichiban Sushi liquor license.
Presenter: Michelle Marigoni
6. Consideration to adjourn into a closed session pursuant to UCA 52-4-205 (d), (e) to discuss the sale or purchase of real property.

H. Comments

1. City Council
2. City Staff
3. Mayor

I. Adjournment

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 at least 48 hours in advance of the meeting.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 2nd day of August, 2024 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at <http://www.riverdalecity.com/>
3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>.

Michelle Marigoni
Riverdale City Recorder

**The City Council meeting on August 6, 2024 is viewable electronically and may be accessed by clicking on the link below. The regular City Council Chambers will be available for in-person participation. The Agenda for the meeting is also attached above. **

https://www.youtube.com/channel/UCegcYe-pIXSRZGd5llencvA/videos?view_as=subscriber

Minutes of the **Work Session** of the **Riverdale City Council** held Tuesday June 18, 2024, at 5:30 p.m., at the Civic Center in the Council Chambers, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:

City Council:	Braden Mitchell, Mayor Bart Stevens, Councilmember Anne Hansen, Councilmember Michael Richter, Councilmember Stacey Haws, Councilmember (via Webex)
City Employees:	Steve Brooks, City Administrator/Attorney Cody Cardon, Business Administrator Brandon Cooper, Community Development Director Casey Warren, Police Chief Shawn Douglas, Public Works Director Rich Taylor, Community Services Director Jared Sholly, Fire Chief Michelle Marigoni, City Recorder
Excused:	Alan Arnold, Councilmember

The City Council Work Session meeting began at 5:30 p.m. Mayor Mitchell welcomed all in attendance and noted for the record that all Councilmembers were present. Members of city staff were also present.

Public Comment:

Presentations and Reports:

Mayor's Report

City Administration Report

- a. **Department Reports May**
- b. **May Anniversaries Employee Recognition**
- c. **Staffing Authorization Plans**
- d. **Community Development Report**

Consent Items

No consent items, minutes will be on the next agenda.

Action Items

1. **Public Hearing to receive and consider public comments regarding the following:**
 - a. Amending the Riverdale City budget for fiscal year 2024 (2023-2024).
 - b. Proposed amendments to the Riverdale City Code: 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.
 - c. Nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's Water Fund.
 - d. Adopting the Riverdale City Budget for fiscal year 2025 (2024-2025).
2. **Public Hearing to receive and consider public comments regarding the following:**
 - a. Proposed amendments to executive municipal officer compensation schedules.

Mr. Brooks explained that state law now mandates a second, separate public hearing needs to be done for this item.

3. Discussion and possible action concerning ambulance services.

Mr. Brooks clarified that this was only the ambulance services and nothing else about the fire department.

4. Consideration of Ordinance #983 approving proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7-2 Salaries of City Council and Mayor.

The ordinance for the city council and mayor salaries has been split from the justice court judge, so they are on two separate ordinances.

5. Consideration of Ordinance #984 approving proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7F-6 Salary of the Justice Court Judge.

Mr. Brooks noted that the dollar amount in the packet was incorrect and has been corrected on the ordinance.

6. Consideration of Resolution #2024-17 accepting Riverdale City's Certified Property Tax Rate of 0.001425 as calculated by the Weber County Auditor.

7. Consideration of Resolution #2024-18 approving the nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's water fund. The estimated value of these culinary water services is \$80,000.

8. Review Fraud Risk Discussion for submission to the State Auditor's Office.

Mr. Cardon noted that there had been no changes since last year.

9. Consideration of Resolution #2024-19 amending the Riverdale City budget for Fiscal Year 24 (2023-2024)

There were a few budget amendments, which were included in the packet. The largest change was in the fire department.

10. Consideration of Resolution #2024-20 adopting the Riverdale City Budget for Fiscal Year 25 (2024-2025)

This is the same budget that was reviewed on May 7 with the changes discussed on that day. Councilor Richter asked for clarification on the miscellaneous funds on the budget and class B & C road funds. Other specifics in the budget were discussed.

11. Consideration of Resolution #2024-21 to approve the 2024-2025 Consolidated Fee Schedule

The proposed changes were included in the packet.

12. Consideration of Resolution #2024-22 approving a UDOT betterment agreement concerning work to be performed on the bridges located on 4400 South.

Mr. Cooper asked that both 12 and 13 be combined for his presentation

13. Consideration of Resolution #2024-23 approving an agreement between Riverdale City and America First Credit Union regarding the funding for work to be performed on the bridges located on 4400 South.

Comments

1. City Council:
2. City Staff:
3. Mayor:

Adjournment

Having no further business to discuss, the Work Session was adjourned at 5:58 p.m.

Date Approved:

DRAFT

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, June 18, 2024, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:

City Council:	Braden Mitchell, Mayor Bart Stevens, Councilmember Anne Hansen, Councilmember Michael Richter, Councilmember Stacey Haws, Councilmember
City Employees:	Steve Brooks, City Administrator/Attorney Cody Cardon, Business Administrator Brandon Cooper, Community Development Director Casey Warren, Police Chief Shawn Douglas, Public Works Director Rich Taylor, Community Services Director Jared Sholly, Fire Chief Michelle Marigoni, City Recorder
Excused:	Alan Arnold, Councilmember
Visitors:	

Welcome & Roll Call

The City Council meeting began at 6:00 p.m. Mayor Mitchell called the meeting to order and welcomed those in attendance, including all Council Members, City Staff, and members of the public.

Pledge of Allegiance – Casey Warren

Invocation – Steve Brooks

Public Comment

Mayor Mitchell invited members of the public to speak. There was no public comment.

Presentations and Reports

Mayor's Report

Bonneville CTC has a new director, who wants to work on strengthening the CTC Board.

City Administration Report

- a. Department Reports May
- b. May Anniversaries Employee Recognition
- c. Staffing Authorization Plans
- d. Community Development Report

Consent Items

Action Items

1. **Public Hearing to receive and consider public comments regarding the following:**
 - a. Amending the Riverdale City budget for fiscal year 2024 (2023-2024).
 - b. Proposed amendments to the Riverdale City Code: 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.
 - c. Nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's Water Fund.
 - d. Adopting the Riverdale City Budget for fiscal year 2025 (2024-2025).

Motion: Councilmember Stevens moved to open the public hearing.

Second: Councilmember Hansen

All in favor, public hearing open at 6:12 pm.

Public Comment: None.

Motion: Councilmember Stevens moved to close the public hearing.

Second: Councilmember Hansen

All in favor, public hearing closed at 6:13.

2. Public Hearing to receive and consider public comments regarding the following:

- a. Proposed amendments to executive municipal officer compensation schedules.

Motion: Councilmember Stevens moved to open the public hearing.

Second: Councilmember Richter

All in favor, public hearing open at 6:13 pm.

Public Comment: None.

Motion: Councilmember Stevens moved to close the public hearing.

Second: Councilmember Richter

Motion passes unanimously, public hearing closed at 6:14 pm.

3. Discussion and possible action concerning ambulance services.

Mr. Brooks addressed misinformation circulating on the Riverdale Citizens' Facebook page about the city's emergency services. There was confusion about the expiration of the "hold harmless" provision, which expires in 2030, not in a year. The city's examination of some programs, including ambulance and fire services, has led to discussions on optimizing resources without compromising core emergency services. He clarified that the city has no intention of eliminating the fire department or crucial EMS services. The focus is on potentially altering the ambulance service due to staffing challenges and financial considerations. The fire department's EMS and paramedic services will remain unchanged, ensuring continued high-quality, life-saving care.

The primary issue is whether to continue the city's ambulance service or contract it out, as was done in the past, given the difficulty in hiring full-time firefighters and the potential for cost savings. Any changes would aim to alleviate the burden on current staff while maintaining essential services for citizens.

Cody Cardon presented the financial impact of various decisions regarding the fire department's budget, focusing on potential changes to the ambulance service. He explained that the tentative budget, approved on May 7, included revenues such as \$37,000 from the county and state for heavy rescue and \$450,000 from ambulance transportation fees. The expenditures covered full-time staff raises, equipment, operations, and fuel.

To evaluate the budget without the ambulance service, Chief Sholly had adjusted line items to reflect reduced expenses, such as equipment operations and vehicle maintenance.

Mr. Cardon provided a detailed financial analysis of various staffing and budgeting options for the fire department, focusing on how to manage staffing, overtime, and ambulance services. He explained how they calculated the budget figures, considering daily wages, overtime, and absences. They used an average of real wages multiplied by 24 hours a day, 365 days a year, to arrive at a total of \$250,000 for full-time wages. Additional overtime was estimated at around \$40,000. He noted that Chief Sholly provided data on absences, showing an average of 5-8 sick days per month, which influenced their calculations. Five options were proposed:

Option 1: Maintain four full-timers, eliminate part-timers, and rely heavily on overtime. This would result in a deficit of approximately \$284,000 after considering the loss of \$450,000 in ambulance revenue and reduced expenses.

Option 2: Keep three full-timers and use part-timers to cover the fourth position, with overtime for unexpected absences. This would maintain minimum staffing and spread the workload more evenly.

Option 3: Similar to the current arrangement with three full-timers, but without consistent part-time coverage, relying on overtime to backfill absences.

Option 4: Maintain the ambulance service, increase full-time staff to five, and eliminate part-timers. This would fully staff the department but increase wages.

Option 5: Keep the ambulance service with four full-timers and one part-timer, using both part-time and overtime to cover shifts.

Mr. Cardon noted the variability in overtime costs and hiring uncertainties, making precise budgeting challenging. They aimed to find the best balance between maintaining service quality and managing costs, discussing with Chief Sholly to refine the numbers and ensure the feasibility of each option.

Discussion moved to ongoing issues with the city's fire and ambulance services, focusing on staffing challenges and financial implications. Councilor Stevens expressed confusion about the current situation, recalling past debates on the feasibility of contracting out services and the impact on staffing levels. He noted that the city has been dealing with staffing shortages for a while, with some positions unfilled and part-time staffing proving unreliable.

Chief Sholly explained that the transition from 24-hour to 12-hour shifts had exacerbated staffing issues, leading to high turnover and difficulties in maintaining adequate coverage. The introduction of a new staffing model, which aims to include more full-time personnel, was presented as a solution to stabilize staffing and ensure effective service delivery. However, this shift also involves significant costs.

Councilor Hansen raised concerns about whether the options for ambulance and fire services would result in cost savings or lead to higher expenses. She questioned the long-term benefits of the proposed changes and the potential hidden costs. Chief Sholly clarified that while the new staffing model was designed to address immediate staffing issues, the decision to continue or discontinue ambulance services needed to consider both financial costs and service quality.

The variability in revenue collections from ambulance services, which depend on the types of patients transported and their insurance coverage, was discussed. Chief Sholly noted that collection rates had fluctuated, with lower reimbursements from Medicare and higher collections from private insurers. Despite increases in billing and collections, reimbursement rates remained a challenge.

Councilor Hansen expressed support for the fire department, but voiced disappointment over recent misinformation and negative social media comments. She mentioned the lack of coordination from the city in general in handling the RFP for ambulance services, that the approach could and should have been better. That it is important to find opportunities to save the city money, but we need to work together and do it right. Councilor Hansen emphasized the need for unity and better collaboration between the council, fire department, and community, urging everyone to work together more effectively. Despite the challenges, she reaffirmed her commitment to the city and stressed the importance of dedication and integrity.

Motion: Councilmember Hansen moved to adopt option four to restructure the fire department and provide them with the budget that they need to maintain the ambulance service and have the staffing to provide the services that Riverdale needs.

Second: Councilmember Richter

Discussion: Mr. Haws asked if the tax would be increased to pay for this. Mr. Cardon offered multiple options and said it would be up to the council.

Councilor Stevens shared a personal experience involving ambulance services and discussed his conflicted feelings about potential changes. He had been open to experimenting with a year-long contract for ambulance services from outside Riverdale to assess its impact on the budget and service quality. He expressed concern over unfilled firefighter positions affecting morale and the budget.

Councilor Haws inquired about the increased tax revenue intended to fund additional police and firefighters. Chief Sholly noted delays in hiring due to natural attrition and uncertainty about filling vacant positions. He reviewed different options for managing firefighter staffing, including keeping full-time positions, using part-time staff, or a combination of both.

Mayor Mitchell stressed the need to finalize decisions to hold the fire department accountable for overtime and staffing issues. He recognized that there were missteps in handling the situation, such as the 12-hour shift experiment and ambulance contracting options, but he believes exploring cost-saving measures was worthwhile. He appreciated Councilor Hansen's feedback and acknowledged the need for improvement. Mayor Mitchell expressed ongoing support for the fire department and commitment to finding the best service at the best price for the city.

Mr. Haws noted that the differences between options one and two were minimal, with only slight variations in cost and excess. He said that options three and four, which include keeping the ambulance, offer what seems to be desired by everyone with minimal additional cost compared to the alternatives. He expressed surprise at how little difference there is between the no-ambulance option and the option that retains the ambulance.

Councilor Hansen	Yes
Councilor Richter	Yes
Councilor Stevens	Yes
Councilor Arnold	Absent
Councilor Haws	Yes

Motion passes unanimously.

4. Consideration of Ordinance #983 approving proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7-2 Salaries of City Council and Mayor.

Mr. Cardon pointed out an error in the ordinance regarding the omission of a \$15 monthly stipend for electronic devices. He suggested adding this stipend but noted that no other changes would be necessary if the current ordinance remained in place.

Councilor Richter inquired about implementing only the electronic stipend without the salary increase. Mr. Cardon explained that amending the ordinance to reflect the \$15 monthly stipend, totaling \$720 over four years, would be required. He also mentioned that including this stipend as an increase in pay rather than a separate stipend would simplify payroll.

Motion: Councilmember Richter moved to deny Ordinance #983 for proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7-2 Salaries of City Council and Mayor, but to implement a \$15 per month electronic devices stipend.

There was discussion about using round numbers and what the result from the current motion on the floor would be, leading Councilor Richter to withdraw his motion.

Motion: Councilor Richter moved to approve Ordinance #983 with the amendment of maintaining the current salary and including a \$15 monthly stipend for electronic devices.

Second: Councilmember Stevens

Councilor Richter	Yes
Councilor Haws	No
Councilor Arnold	Absent
Councilor Hansen	Yes
Councilor Stevens	Yes

Motion passes 3 in favor and 1 opposed.

5. Consideration of Ordinance #984 approving proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7F-6 Salary of the Justice Court Judge.

Mr. Cardon noted the resolution was amended and the new amount was \$86,843.40 per year, which is the minimum Riverdale is required to pay the judge.

Motion: Councilmember Stevens moved to approve Ordinance #984 approving proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan 1-7F-6 Salary of the Justice Court Judge.

Second: Councilmember Hansen

Discussion: Mr. Haws noted the first section of the resolution establishes an hourly salary, not an annual or monthly. Mr. Stevens amended the motion to change it to an annual salary of \$86,843.40 and remove the hourly language.

Councilor Haws	Yes
Councilor Arnold	Absent
Councilor Richter	Yes
Councilor Stevens	Yes
Councilor Hansen	Yes

Motion passes unanimously.

6. Consideration of Resolution #2024-17 accepting Riverdale City's Certified Property Tax Rate of 0.001425 as calculated by the Weber County Auditor.

Motion: Councilmember Richter moved to approve Resolution #2024-17 accepting Riverdale City's Certified Property Tax Rate of 0.001425 as calculated by the Weber County Auditor.

Second: Councilmember Stevens

Councilor Haws asked if Councilor Hansen was interested in implementing truth in taxation. She expressed a desire to do so next year and align it with a more regular schedule, also noting she wants to see how the fire department situation develops. Mr. Haws suggested raising taxes at the same rate as salary increases.

Councilor Stevens questioned the cost-effectiveness of truth in taxation this year, considering the cost depends on how many other entities are doing it. Mr. Cardon noted that the impact on residents is greater when multiple entities adopt it. Mayor Mitchell added that new developments could also affect taxes. Mr. Stevens indicated he would support a minimal tax increase aligned with staff wage adjustments.

Mr. Richter said he was willing to withdraw his motion, second concurred. Motion was withdrawn.

Ms. Hansen asked how much it would need to increase to cover the fire department's extra cost. Mr. Cardon estimated that about a 12 percent increase would do it, which would be about \$3.50 a month on an approximately \$450,000 home.

Councilor Hansen expressed hesitation about proceeding with truth in taxation this year, citing concerns over the cost and recent increases. She felt it was important that Council and staff regularly review the need for tax adjustments to avoid future large increases. Ms. Hansen noted that while the concept is valuable, the timing might be rushed given the recent tax hike and ongoing issues with the fire department.

Councilor Richter agreed that a more deliberate approach is needed, suggesting that discussions about taxation be more strategic and planned ahead-of-time, possibly starting at the beginning of the year. He also noted that recent discussions and decisions have been lengthy, and the focus should be on solving current issues before addressing new ones like truth in taxation.

Motion: Councilmember Richter moved to approve Resolution #2024-17 accepting Riverdale City's Certified Property Tax Rate of 0.001425 as calculated by the Weber County Auditor.

Second: Councilmember Stevens

Councilor Stevens	Yes
Councilor Haws	Yes
Councilor Hansen	Yes
Councilor Arnold	Absent
Councilor Richter	Yes

Motion passes unanimously.

7. Consideration of Resolution #2024-18 approving the nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's water fund. The estimated value of these culinary water services is \$80,000.

Motion: Councilmember Stevens moved to approve Resolution #2024-18 approving the nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's water fund. The estimated value of these culinary water services is \$80,000.

Second: Councilmember Hansen

Councilor Haws asked if water rate increases would impact the water fund. Mr. Cardon estimated that the increase would amount to \$188,000. Mr. Haws pointed out that if the city covered its own water bill, the proposed rate increases for residents could be halved. Mr. Cardon explained that covering the city's water bill would require an additional \$80,000 from the general fund, potentially requiring a tax increase.

Mr. Haws argued that since residents are already paying for the city's water through their bills, the city should cover this expense from its revenue. He acknowledged that this is standard practice but disagreed with it.

Councilor Hansen	Yes
Councilor Stevens	Yes
Councilor Haws	Yes
Councilor Richter	Yes
Councilor Arnold	Absent

Motion passes unanimously.

8. Review Fraud Risk Discussion for submission to the State Auditor's Office.

Mr. Cardon presented the annual review required by state law. He confirmed that there were no policy changes from the previous year and offered to answer questions.

Councilor Richter asked about the lack of a reconciler for P-card transactions. Mr. Cardon explained that while there is no designated reconciler, Mr. Brooks performs quarterly reviews of credit card statements, which serves as a compensating control. Mr. Richter also inquired about the absence of written policies on credit and purchasing cards. Mr. Cardon acknowledged this gap and noted that the switch to US Bank for P-cards has improved control.

It was decided that no formal resolution or vote was needed, and a verbal acknowledgment of the review was sufficient.

Consensus: The Council agreed verbally to acknowledge the review of fraud risk controls.

9. Consideration of Resolution #2024-19 amending the Riverdale City budget for Fiscal Year 24 (2023-2024)

Mr. Cardon explained that the proposed amendment involved increasing the sales tax revenue to cover additional costs related to training and wage adjustments, particularly in the fire department. He noted that they performed a financial review to identify areas nearing the budget limit and adjustments were made where needed.

Councilor Stevens questioned the discrepancy between the projected salaries and wages for the fire department versus actual part-time and overtime costs. Mr. Cardon clarified that the software used for budget calculations might show inaccuracies. Despite being over budget in some areas, overall part-time costs are under budget due to fewer part-timers working. Ambulance fees are also higher due to increased billings.

Mr. Cardon noted that the final budget numbers are preliminary and may not reflect the exact figures as final data on sales tax and other revenues are not available by the deadline. Mr. Stevens asked if the final budget would show some line items under budget and others over budget, with an overall balance. Mr. Cardon confirmed that while some areas like overtime might exceed the budget, the overall budget should be managed by adjusting other line items accordingly.

Motion: Councilmember Hansen moved to approve Resolution #2024-19 amending the Riverdale City budget for Fiscal Year 24 (2023-2024)

Second: Councilmember Haws

Councilor Arnold	Absent
Councilor Richter	Yes
Councilor Stevens	Yes
Councilor Hansen	Yes
Councilor Haws	Yes

Motion passes unanimously.

10. Consideration of Resolution #2024-20 adopting the Riverdale City Budget for Fiscal Year 25 (2024-2025)

Mr. Cardon noted that the change with the fire department would alter the budget. Mr. Stevens asked if he could adjust the line item for office furniture. Mr. Cardon explained how to include it in a motion to balance the budget.

Motion: Councilmember Stevens moved to approve Resolution #2024-20 adopting the Riverdale City Budget for Fiscal Year 25 (2024-2025) with changes: Option four for the ambulance/fire department, offset with \$212,000 increased in the sales tax to balance the budget and 45-47-7000 for civic center furniture increased by \$52,000 with funds from 45-47-9000 to balance the budget.

Second: Councilmember Hansen

Councilor Haws	Yes
Councilor Hansen	Yes
Councilor Stevens	Yes
Councilor Arnold	Absent
Councilor Richter	Yes

Motion passes unanimously.

11. Consideration of Resolution #2024-21 to approve the 2024-2025 Consolidated Fee Schedule

Motion: Councilmember Haws moved to approve Resolution #2024-21 amending the 2024-2025 Consolidated Fee Schedule with one change: the increase in the water does not go into effect until October 1st.

Second: Councilmember Hansen

Councilor Haws explained he wanted to make the increase in the water fee more palatable for residents by delaying it until after the highest usage period.

Councilor Stevens	Yes
Councilor Arnold	Absent
Councilor Richter	Yes
Councilor Haws	Yes
Councilor Hansen	Yes

Motion passes unanimously.

12. Consideration of Resolution #2024-22 approving a UDOT betterment agreement concerning work to be performed on the bridges located on 4400 South.

Mr. Cooper clarified that agenda items 12 and 13 pertain to the same project, which requires two separate resolutions. The project involves lengthening and widening bridges, in addition to the work planned by UDOT. The total cost is \$1.6 million, initially paid by Riverdale City and later reimbursed by America First Credit Union (AFCU). The work is expected to be completed in the next construction season.

Councilor Hansen inquired whether the Redevelopment Agency (RDA) would eventually reimburse AFCU. Mr. Cooper explained that the obligation is to try to do so. Ms. Hansen also asked about potential traffic impacts and whether any other components of AFCU's project are included in this scope of work.

Motion: Councilmember Richter moved to approve Resolution #2024-22 approving a UDOT betterment agreement concerning work to be performed on the bridges located on 4400 South.

Second: Councilmember Stevens

Councilor Hansen	Yes
Councilor Richter	Yes
Councilor Stevens	Yes
Councilor Arnold	Absent
Councilor Haws	Yes

Motion passes unanimously.

13. Consideration of Resolution #2024-23 approving an agreement between Riverdale City and America First Credit Union regarding the funding for work to be performed on the bridges located on 4400 South.

Motion: Councilmember Stevens moved to approve #2024-23 approving an agreement between Riverdale City and America First Credit Union regarding the funding for work to be performed on the bridges located on 4400 South.

Second: Councilmember Richter

Councilor Richter	Yes
Councilor Hansen	Yes
Councilor Stevens	Yes
Councilor Arnold	Absent
Councilor Haws	Yes

Motion passes unanimously.

Comments

Councilor Hansen clarified that her intention was not to criticize but to express appreciation for the efforts to try new approaches, like the shift changes in the fire department. She felt that trying different strategies is valuable, even if they don't always work out. Ms. Hansen emphasized the need for improved communication and suggested that slowing down the process to review numbers before moving forward might be beneficial. She also encouraged avoiding public discussions on social media platforms.

Chief Warren expressed gratitude for the council's support and acknowledged the difficulty of the meeting. He commended the council for their thoughtful and thorough consideration of various issues. Chief Warren noted that the questions asked were pertinent and appreciated the effort put into supporting the city's staff, especially the police department.

Mr. Brooks noted there was a drug court graduation on June 27th at 1pm, which would be the last one.

Adjournment

Having no further business to discuss, Councilmember Stevens moved to adjourn the meeting. Councilmember Hansen seconded the motion. The meeting was adjourned at 9:13 p.m.

Date Approved:

Minutes of the **Work Session** of the **Riverdale City Council** held Tuesday July 16, 2024, at 5:30 p.m., at the Civic Center in the Council Chambers, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:

City Council:	Braden Mitchell, Mayor Alan Arnold, Councilmember Bart Stevens, Councilmember Anne Hansen, Councilmember Michael Richter, Councilmember Stacey Haws, Councilmember (5:40)
City Employees:	Steve Brooks, City Administrator/Attorney Brandon Cooper, Community Development Director Casey Warren, Police Chief Shawn Douglas, Public Works Director Michelle Marigoni, City Recorder
Excused:	

The City Council Work Session meeting began at 5:30 p.m. Mayor Mitchell welcomed all in attendance and noted for the record that all Councilmembers were present except for Councilor Haws, who was expected soon. Members of city staff were also present.

Public Comment:

Presentations and Reports:

Mayor's Report

City Administration Report

- a. Department Reports June
- b. July Anniversaries Employee Recognition
- c. Staffing Authorization Plans
- d. Community Development Report

Consent Items

1. **Consideration to approve meeting minutes from:**
June 4, 2024 Council Work Session
June 4, 2024 Council Meeting

Mayor Mitchell asked if there were any changes to the minutes. There were none.

Action Items

1. **Consideration of Resolution 2024-24 renewing a contract with Robinson Waste for garbage and recycling services.**
2. **Consideration of Resolution 2024-25 approving an interlocal agreement for building inspection coverage.**
3. **Consideration to approve Final Site Plan request for Panera Bread Restaurant, located at approximately 4122 South Riverdale Road, Riverdale Utah 84405, as requested by Perigee Consulting and Panera Bread Group.**

Comments

1. City Council:
2. City Staff:
3. Mayor:

Adjournment

Having no further business to discuss, the Work Session was adjourned at 5:40 p.m.

Date Approved:

DRAFT

Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, July 16, 2024, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present:

City Council:	Braden Mitchell, Mayor Alan Arnold, Councilmember Bart Stevens, Councilmember Anne Hansen, Councilmember Michael Richter, Councilmember Stacey Haws, Councilmember
City Employees:	Steve Brooks, City Administrator/Attorney Brandon Cooper, Community Development Director Casey Warren, Police Chief Shawn Douglas, Public Works Director Michelle Marigoni, City Recorder
Excused:	
Visitors:	Russell Haight Shalee Nay Steve Robinson Blake Robinson

Welcome & Roll Call

The City Council meeting began at 6:00 p.m. Mayor Mitchell called the meeting to order and welcomed those in attendance, including all Council Members, City Staff, and members of the public.

Pledge of Allegiance – Anne Hansen

Invocation – Steve Brooks

Public Comment

Mayor Mitchell invited members of the public to speak. There was no public comment.

Presentations and Reports

Mayor's Report

Central Weber Sewer District will hold a Truth in Taxation hearing on August 19, 2024, at 6pm to increase tax revenue. Concerns may be directed to CWSD.

Mayor Mitchell shared his experience riding along with a police officer on a Friday night, which was both eye-opening and enlightening. It was a valuable experience that highlighted the professionalism and compassion of the officers, even though the night was relatively calm. He recommended the ride-along to others to gain a better understanding of the police's daily responsibilities. He plans to ride along with the fire department soon.

City Administration Report

a. Department Reports June

b. July Anniversaries Employee Recognition

Sergeant Wright – 21 years

Steve Whetton – 10 years

Shalee Nay – 5 years – Chief Warren spoke about Ms. Nay, highlighting her work in evidence management, case management, reports, and TAC. She has raised the bar by improving evidence and video documentation, enhancing the department's image. Shalee is known for her kindness, consideration, and constant willingness to help others, all while maintaining a positive attitude and never complaining.

c. Staffing Authorization Plans

d. Community Development Report

Tesla's contractor should be finished by the end of July, with a possible grand opening in August.
Chuck E Cheese is hoping to open September 5.
Kia & Honda improvements are being completed.

Consent Items

1. **Consideration to approve meeting minutes from:**
June 4, 2024 Council Work Session
June 4, 2024 Council Meeting

Mayor Mitchell asked if there were any changes to the minutes. There were none.

MOTION: Councilmember Arnold moved to approve the meeting minutes. Councilmember Richter seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor.

Action Items

1. **Consideration of Resolution 2024-24 renewing a contract with Robinson Waste for garbage and recycling services.**

Mr. Douglas explained this is an annual renewal and noted that Steve Robinson continues to do a great job. Steve and Blake Robinson thanked councilors for the opportunity and gave updates. Purchased Recycled Earth property and reopened it for construction and demolition waste transfer. Plan to open the recycle center in August. Started construction for a new MSW transfer station.

Councilor Haws noted that some residents have been asking about dumpsters for cleanup. The spring and fall cleanup have been implemented instead of providing dumpsters.

Mr. Robinson went over driver surveys, emphasizing their high rate of compliance.

Motion: Councilmember Arnold moved to approve Resolution 2024-24 renewing a contract with Robinson Waste for garbage and recycling services.

Second: Councilmember Stevens

Councilor Hansen	Yes
Councilor Richter	Yes
Councilor Arnold	Yes
Councilor Haws	Yes
Councilor Stevens	Yes

Motion passes unanimously.

2. **Consideration of Resolution 2024-25 approving an interlocal agreement for building inspection coverage.**

Mr. Cooper explained this was an interlocal agreement with Weber County in response to a new state law mandating response times for building inspection applications. This law requires cities to provide a list of at least three inspection entities if they cannot perform inspections within three days.

Riverdale currently has two entities, Shums Coda and WC3. The agreement with Weber County adds them as a third option, allowing mutual use of inspection services between the two parties. If either Riverdale or Weber County cannot meet the three-day requirement, the other party can be called upon to perform the inspection.

The agreement also specifies a billing rate of \$85 plus mileage reimbursement. This arrangement ensures compliance with state law and addresses a potential issue, though it is noted that Riverdale usually meets inspection deadlines effectively.

Motion: Councilmember Richter moved to approve Resolution 2024-25 approving an interlocal agreement for building inspection coverage.

Second: Councilmember Hansen

Councilor Haws	Yes
Councilor Arnold	Yes
Councilor Richter	Yes
Councilor Stevens	Yes
Councilor Hansen	Yes

Motion passes unanimously.

3. Consideration to approve Final Site Plan request for Panera Bread Restaurant, located at approximately 4122 South Riverdale Road, Riverdale Utah 84405, as requested by Perigee Consulting and Panera Bread Group.

Mr. Cooper introduced Russell from Perigee Consulting, who was available to answer any detailed questions.

The site, formerly occupied by John Paris Furniture, is approximately 1.19 acres. The proposed plan includes a 3,800 sq. ft. Panera Bread with site improvements and drive-through lanes. The plan features 51 parking stalls, exceeding the required 38, and includes a drive-through with two lanes: one for regular orders and one for rapid pickups.

The site will include a reciprocal easement and access alley for connection to the nearby Starbucks. Significant considerations include a retaining wall up to 89 feet high on the east and south sides and necessary water and sewer connections. A median will be added to ensure proper access to Riverdale Road.

The Planning Commission recommended approval of the site plan, subject to standard conditions, including obtaining necessary permits, stormwater management, and resolving outstanding water purchase issues.

Councilor Hansen inquired about capping off the culinary water, noting it wasn't explicitly mentioned in the plan but was confirmed by Russell that it would be addressed.

Motion: Councilmember Arnold moved to approve the final site plan request for Panera Bread Restaurant as requested by Perigee Consulting and Panera Bread Group.

Second: Councilmember Hansen

Councilor Stevens	Yes
Councilor Haws	Yes
Councilor Hansen	Yes
Councilor Arnold	Yes
Councilor Richter	Yes

Motion passes unanimously.

Comments

The central sewer fee will increase by about \$1 per month. A public hearing on this will be held on August 19 at 6:00 p.m.

Graffiti on the sound barrier wall will be addressed. Responsibilities vary by property type, with city properties handled by Public Works.

The Old Glory Days event was well-received, with notable appreciation for the fireworks display and overall execution.

The Utah League of Cities and Towns conference is on September 4-5 in Salt Lake City. A legislative dinner at the Weber County Fair is on August 9.

Plans are underway to upgrade council meeting equipment, potentially including larger TVs or individual monitors.

Adjournment

Having no further business to discuss, Councilmember Arnold moved to adjourn the meeting. Councilmember Richter seconded the motion. The meeting was adjourned at 7:06 p.m.

Date Approved:

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 6, 2024**

AGENDA ITEM: G1

SUBJECT: Consideration of Resolution 2024-26, declaring property held by the city as lost, unclaimed, surplus or otherwise no longer viable for city use or purposes, and to declare unclaimed property as public interest use, and authorizing the use or sale of the same.

PRESENTER: Steve Brooks, City Administrator

INFORMATION:

- a. [Executive Summary](#)
- b. [Resolution 2024-26](#)
- c. [Surplus Property List](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
August 6, 2024

Petitioner:
Steve Brooks, City Administrator

Summary of Proposed Action

Consideration of Resolution 2024-26 declaring property held by the city as lost, unclaimed, surplus or otherwise no longer viable for city use or purposes, and to declare unclaimed property as public interest use, and authorizing the use or sale of the same.

Summary of Supporting Facts & Options

City Council action is required to declare property as surplus and public interest use and authorizing the use or sale of the same (see attached list, Exhibit A).

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Business Administrator/Budget Officer

Cody Cardon,
Business Administrator

Administrative Comments – City Administrator

Steve Brooks,
City Administrator



RESOLUTION NO. 2024-26

A RESOLUTION DECLARING PROPERTY HELD BY THE CITY AS SURPLUS OR OTHERWISE NO LONGER VIABLE FOR CITY USE OR PURPOSES AND AUTHORIZING THE USE OR SALE OF THE SAME.

WHEREAS, from time to time, the life of certain city property has expired or its usefulness to the city no longer exists or necessitates its replacement; and

WHEREAS, Utah Code (UCA) 77-24a-5 and Riverdale City Code (RCC) 1-9-6, et. seq. and 1-9-7, determines the process for qualifying and disposition of city-owned property; and

WHEREAS, the City has complied with all state and local ordinances concerning the disposition and sale of police held or other city surplus property; and

WHEREAS, this resolution expresses the Council's intent to declare the property, now held by the City, as surplus or for public interest use; and

BE IT RESOLVED by the City Council of Riverdale City, Utah:

Section 1: That the property listed in Exhibit A, attached hereto and incorporated herein, is found and declared as city surplus;

Section 2: That the City administration is authorized to use, sell, convert or otherwise dispose of any unclaimed or other surplus property that is currently in the custody of the City in accordance with state and local rules and regulations;

Section 3: That this Resolution repeals all legislation previously enacted inconsistent with the terms and conditions contained herein and shall be in full force and effect from and after the earliest period allowed by law.

RESOLVED this _____ day of August, 2024.

Mayor Braden D. Mitchell
Riverdale City

Attest:

Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	_____	Yes	_____	No	_____	Absent
Bart Stevens	_____	Yes	_____	No	_____	Absent
Anne Hansen	_____	Yes	_____	No	_____	Absent
Michael Richter	_____	Yes	_____	No	_____	Absent
Stacey Haws	_____	Yes	_____	No	_____	Absent

EXHIBIT A

August 6, 2024

Police Department unclaimed property to be declared as public interest use and listed as surplus:

Hyperbike Electric Bicycle

Black bio-metric safe

2 Guitars

2 Fishing poles (1 Black 1 Pink)

Dewalt Saw

Ryobi 40V HP Cordless Brushless Fan Blower

Bicycle

Bicycle

Black Bicycle

Black Bicycle

Bicycle

Bicycle

Blue Bicycle

Black Bicycle

Bicycle

Blue Bicycle

Red Bicycle

Bicycle

Pink Bicycle

Bicycle

Gray Bicycle

Purple Bicycle

Gray Backpack & Black Bicycle

Bicycle

Black Bicycle

Pink Bicycle

Blue Bicycle

Black Bicycle

Black Bicycle

Blue Bicycle

Blue Bicycle

Bicycle

Blue Bicycle

Bicycle

Black Bicycle

Red Bicycle

Red Bicycle

Gray Bicycle

Black Bicycle

Bicycle

Black Bicycle

Red Bicycle

Red Bicycle
Orange Bicycle
Bicycle
Blue Bicycle
Keyboard Piano
Lifetime Basketball Hoop
Black Bag w jack
Red Tool bag w tools
Makita Coil Nailer
Ridgid Roto Tool
Dewalt Cordless Drill
Milwaukee Sawzall
Dewalt Cutout Tool
Ridgid Battery
Milwaukee Grinder
Dewalt Chop Saw
Dewalt Toolbox
Milwaukee Impact Driver
SMITH & WESSON .38 SPECIAL CTG REVOLVER MODEL 16-3
SMITH & WESSON 9MM
SIG SAUR P320 9MM BLACK
RUGER LCP9S 9MM
RUGAR AR 5.56 BLACK
Beretta 9mm
\$717.00 Cash

Riverdale City property to be declared as surplus:

Case C 50 Tractor (2000)
Honda Foreman Four-Wheeler TRX450ES (2000) With plow
Grasshopper 725DT Mower (2010)
Grasshopper 725DT Mower (2015)
VAC System for Grasshopper (2000)
Buffalo Turbine Blower for Grasshopper BT-G12DB (2015)
Ryan Renovaire Tow-Behind Aerator MODEL 544317 (2008)
Jacobsen R-311T Riding Mower (2013)
John Deere Backhoe 310SL (2017)
Excell Pressure Washer ZR3700 (2004) Does not build pressure
Excell Pressure Washer XR2750 (2003) Does not build pressure
Niko TA 2HP Compressor (2003)
Redmax Backpack Blower EB7001
Redmax Backpack Blower EB431
Honda Small Generator EM650
Craftsman Toolbox
AGRI-FAB 17 CU FT ATV Trailer
Snow Blower Single Stage
Air Hockey Table
Foosball Table
Vehicle Extrication Equipment (purchased in 2000)

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 6, 2024**

AGENDA ITEM: G2

SUBJECT: Consideration of Resolution 2024-27 amending the 2024-2025 Consolidated Fee Schedule.

PRESENTER: Rich Taylor, Community Services Director

INFORMATION:

- a. [Executive Summary](#)
- b. [Resolution 2024-27](#)
- c. [Proposed Fee Schedule Amendment](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on: 08/06/24

Petitioner: Rich Taylor

Summary of Proposed Action

Update the fee schedule to include a fee for the amphitheater rental at Riverdale Park.

Summary of Supporting Facts & Options

The proposed fee will be for a 5-hour block: 9a- 2p and 4p- 9p just like the pavilions at the parks. Groups using the amphitheater need to follow all park rules. Events that request additional resources, amplified sound, or requests outside our standard services will require a special event permit. Our rental policies will explain that there are no tables, garbage cans, or other amenities at the amphitheater. We do not plan to add additional amenities to the amphitheater to accommodate rentals.

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Business Administrator/Budget Officer

Cody Cardon,
Business Administrator

Administrative Comments – City Administrator

Steve Brooks,
City Administrator



RESOLUTION NO. 2024-27

**A RESOLUTION OF THE RIVERDALE CITY COUNCIL AMENDING THE
CONSOLIDATED FEE SCHEDULE IN THE RIVERDALE MUNICIPAL ORDINANCE
CODE TITLE 1, CHAPTER 12.**

WHEREAS, the Governing Body of the City of Riverdale has previously adopted, by ordinance, a consolidated fee schedule; and

WHEREAS, the Governing Body further provided that amendments to said fee schedule may be accomplished by resolution of the Governing Body; and

WHEREAS, it is necessary, from time to time, to update said fee schedule in order to meet cost increases to the City or to better serve the community; and

WHEREAS, to do so will promote the health, welfare, safety and general well-being of the citizens and visitors of Riverdale City and is in the best interest of the City;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL
OF THE CITY OF RIVERDALE:**

That Title 1, Chapter 12, of the current Riverdale Municipal Ordinance Code, Consolidated Fee Schedule, shall be amended as outlined in Attachment A, attached hereto and incorporated herein.

All other provisions of the fee schedule shall remain in full force and effect unless specifically amended hereby.

This resolution shall take effect immediately as allowed by law.

PASSED AND ADOPTED this _____ day of August, 2024.

Braden D. Mitchell, Mayor

Attest:

Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	_____ Yes	_____ No	_____ Absent
Bart Stevens	_____ Yes	_____ No	_____ Absent
Anne Hansen	_____ Yes	_____ No	_____ Absent
Michael Richter	_____ Yes	_____ No	_____ Absent
Stacey Haws	_____ Yes	_____ No	_____ Absent

A.	Old Glory Days fees shall be as follows:		
	1	Booth rental for residents	\$ 35.00
	2	Booth rental for nonresidents	\$ 70.00
	3	Booth electircal hookup	\$ 10.00
	4	Parade entry for residents	\$ 15.00
	5	Parade entry for nonresidents	\$ 30.00
C.	Fees for the community center shall be as follows:		
	1	Gym and exercise room- open public use- daily fee:	
		a. Individual:	
		Resident	\$ 2.50
		Noncity Resident	\$ 3.75
		b.Senior citizens (55 and older)- Resident	\$ 1.25
		Senior citizens (55 and older)- Noncity Resident	\$ 2.50
		c. Family:	
		Resident	\$ 6.25
		Noncity Resident	\$ 12.50
		d. Business (per employee)	\$ 2.50
		e. City employees, appointed officials and immediate household family members	No charge
	2	Gym and exercise room- open public use- monthly fee:	
		a. Individual:	
		Resident	\$ 12.50
		Noncity Resident	\$ 25.00
		b. Senior citizens (55 and older)- Resident	\$ 6.25
		b. Senior citizens (55 and older)- Noncity Resident	\$ 12.50
		c. Family: includes 4	
		Resident- additional members \$5	\$ 25.00
		Noncity Resident- additional members \$10	\$ 50.00
		Additional Members	
		d. Business (per employee)	\$ 25.00
		e. City employees, appointed officials and immediate household family members	No charge
	3	Gym and exercise room- open public use- annual fee:	
		Annual passes will be discounted for a 30-day sale annually	
		a. Individual:	
		Resident	\$ 125.00
		Noncity Resident	\$ 250.00
		b. Senior citizens (55 and older)- Resident	\$ 62.50
		b. Senior citizens (55 and older)- Noncity Resident	\$ 125.00
		c. Family: includes 4	
		Resident- additional members \$50	\$ 250.00
		Noncity Resident- additional members \$100	\$ 500.00

		d. Business (per employee)		\$ 250.00
		e. City employees, appointed officials and immediate household family members		No charge
	4	Reservations/rental:		
		a. Security deposit for all uses (refundable) minimum, or as determined by business administrator based upon use		\$ 125.00
		b. Gymnasium- hourly fee (2 hour minimum)		
		(1) City residents and employees		\$ 150.00
		(2) Approved nonprofit and civic groups		\$ 150.00
		(3) Noncity residents		\$ 450.00
		(4) Business		\$ 450.00
		c. Gym Practices hourly fee (half court) no deposit required		
		1. City residents and employees		\$ 37.50
		2. Approved nonprofit and civic groups		\$ 37.50
		3. Noncity Residents		\$ 62.50
		4. Business		\$ 62.50
		c. Exercise room- hourly fee- (1 hour minimum)		
		(1) City residents and employees		\$ 25.00
		(2) Approved nonprofit and civic groups		\$ 25.00
		(3) Noncity residents		\$ 75.00
		(4) Business		\$ 75.00
		d. Large meeting room- fee per hour (inclusive of setup and cleanup times):		
		(1) City residents and employees		\$ 31.25
		(2) Approved nonprofit and civic groups		\$ 31.25
		(3) Noncity residents		\$ 93.75
		(4) Partner Program		\$ 20.00
		e. Small meeting room- fee per hour (inclusive of setup and cleanup times):		
		(1) City residents and employees		\$ 25.00
		(2) Approved nonprofit and civic groups		\$ 25.00
		(3) Noncity residents		\$ 75.00
		(4) Partner Program		\$ 15.00
		f. Kitchen- fee per hour (inclusive of setup and cleanup times):		
		(1) City residents and employees		\$ 25.00
		(2) Approved nonprofit and civic groups		\$ 25.00
		(3) Noncity residents		\$ 75.00
		(4) Business		\$ 75.00
		Riverdale parks and pavilions- use fees:		
D.	1	Small pavilion:	-	
	-	No fees or reservations, available first come, first serve basis	-	
	2	Meduim pavilion:		

		a. City residents and employees	\$ 30.00
		b. Noncity residents and businesses	\$ 120.00
	3	Large pavilion:	
		a. City residents and employees	\$ 60.00
		b. Noncity residents and businesses	\$ 180.00
	4	Amphitheater	
		a. City residents and employees	\$ 30.00
		b. Noncity residents and businesses	\$ 120.00
		Fee per 6 hour block: 9:00 AM to 3:00 PM and 4:00 PM to 10:00 PM	
		In exchange for community service, the fee may be waived by administration for Riverdale area church and civic groups	
		The charge for governmental agencies shall be reviewed on a case by case basis	
E.		Field rental: Only the Golden Spike Park east field is available for rental.	
F.	1	Classification of renter (same day use):	
		a. Resident: \$20 first game/ \$15 per each additional game	
		b. Nonresident: \$25 first game/ \$20 per each additional game	
		c. Nonprofit: \$20 first game/ \$15 per each additional game	
		d. For profit: \$25 first game/ \$20 per each additional game	
		e. Business: \$25 first game/ \$20 per each additional game	
	2	Prep of fields (ontime prep)	\$ 37.50
	3	Security deposit	\$ 125.00
	4	Scoreboard (per field per day)	\$ 12.50
	5	Supervisor (per hour)	\$ 25.00
G.		Senior Center	
	1	Lunch	\$ 4.00

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 6, 2024**

AGENDA ITEM: G3

SUBJECT: **Consideration of Resolution 2024-28 approving a contract with Qualtrics for survey services.**

PRESENTER: Steve Brooks, City Administrator

INFORMATION: a. [Executive Summary](#)
 b. [Resolution 2024-28](#)
 c. [Qualtrics Contract](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on: August 6, 2024

Summary of Proposed Action

(X) Review	Requesting approval of an Agreement to for survey software from Qualtrics.
(X) Approve	

Requested By

Petitioner(s): Mayor Mitchell/ City Administrator, Steve Brooks

Summary of Supporting Facts & Options

The City often finds itself in a position where public comment could prove valuable as we evaluate issues involving the city. Qualtrics provides a service that is designed specifically for that. Many of our neighboring communities currently subscribe to this service. Staff and administration feel this could help provide input and valuable information on important issues concerning Riverdale City.

Legal Comments - City Attorney

Steve Brooks, Attorney

Fiscal Comments - Treasurer/Budget Officer

Cody Cardon, Treasurer

Administrative Comments - City Administrator

Steve Brooks, City Administrator



RESOLUTION NO. 2024-28

**A RESOLUTION OF THE CITY COUNCIL OF RIVERDALE CITY, UTAH,
APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH QUALTRICS FOR SURVEY SERVICES**

WHEREAS, Riverdale City, Utah, recognizes the importance of obtaining feedback from its residents to improve city services, policies, and overall community satisfaction; and

WHEREAS, Qualtrics is a leading provider of survey services with a proven track record of delivering high-quality and reliable data collection and analysis; and

WHEREAS, the City Council of Riverdale City finds it in the best interest of the city and its residents to engage the services of Qualtrics to conduct surveys and gather essential feedback; and

WHEREAS, the proposed contract with Qualtrics has been reviewed and deemed acceptable by the City Council and city staff;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Riverdale City, Utah, as follows:

Section 1. Approval of Contract

The City Council hereby approves the contract with Qualtrics for survey services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Authorization to Execute

The Mayor of Riverdale City is hereby authorized and directed to execute the contract with Qualtrics on behalf of the city and to take all necessary actions to implement the terms and conditions of said contract.

Section 3. Effective Date

This resolution shall take effect immediately upon its passage.

RESOLVED AND ADOPTED by the City Council of Riverdale City, Utah, on the ____ day of August, 2024.

Braden Mitchell
Mayor, Riverdale City

Attest:

Michelle Marigoni
City Recorder

VOTE on RESOLUTION 2024-28:

Alan Arnold	☐	Yes	☐	No	☐	Absent
Bart Stevens	☐	Yes	☐	No	☐	Absent
Anne Hansen	☐	Yes	☐	No	☐	Absent
Michael Richter	☐	Yes	☐	No	☐	Absent
Stacey Haws	☐	Yes	☐	No	☐	Absent

Master Services Agreement

Contract # **MA3289****STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Qualtrics, LLC

Name

333 W. River Park Dr.

Address

Provo

UT

84604

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Chase Winder Phone # 801-243-9028 Email cwinder@qualtrics.com

Vendor #VC0000186463 Commodity Code 43230, #81110, #81112 , 20821

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: Experience Management Software as a Service (SaaS) for the State of Utah.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on BidRS19041. The Department of Technology Services will facilitate purchases under this contract.
4. CONTRACT PERIOD: Effective Date: September 20, 2019 Termination Date: September 19, 2022 unless terminated early or extended in accordance with Section 6 of this Agreement. Renewal options (if any): See Section 6.1 of this Agreement.
5. Administrative Fee: 0.10% or 1/10 of 1% of the Fees paid by Eligible Users under the applicable Report as set forth in Section 11.31 of the Agreement.
- [State of Utah internal: Executive Branch Agency purchases must be authorized by DTS prior to purchasing. For authorization, either purchase through DTS by placing a purchase request through ServiceNow or request an exception through ServiceNow by clicking [here](#). Any questions, please ask the IT Director assigned to your agency.]
6. ATTACHMENT A: Mutually-agreed Master Services Agreement for ☐ Goods ☒ Services and ☒ IT
 ATTACHMENT B: Platform Costs
 ATTACHMENT C: Implementation Packaging & Pricing
 EXHIBIT A: Insurance Coverage
 EXHIBIT B: Service Level Agreement/Incident Response
7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

CONFIDENTIAL

V180914 20 September 2019

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR (QUALTRICS, LLC)



Sep 20, 2019

Contractor's signature

Date

Mark Creer

Managing Counsel

Type or Print Name and Title

STATE



Sep 20, 2019

Director, Division of Purchasing

Date

Rick Straw	(801) 538 3166	NA	rstraw@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

[Remainder of page left intentionally blank.]

This Master Services Agreement (this “**Agreement**”) is effective as of **September 20, 2019** (the “**Effective Date**”), by and between Qualtrics, LLC (“**Qualtrics**” or “**Contractor**”) and the State of Utah (“**Customer**,” and each of Qualtrics and Customer, a “**Party**,” and collectively, the “**Parties**”). This Agreement is a framework document to establish a Services-based relationship between the Parties.

Definitions

A. Capitalized terms used in this Agreement are defined in line with the text, or as included below in this Section A.

1. “**Contractor**” means Qualtrics, including its agents, officers, employees, partners, and/or any other person or entity for which Qualtrics may be liable under federal, state, or local laws.
2. “**Division**” means the State of Utah Division of Purchasing.
3. “**DTS**” means the State of Utah Department of Technology Services.
4. “**Eligible User(s)**” means the State of Utah’s government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract. Any Eligible User desiring to purchase Services (defined below) under this Agreement shall enter into an Order (defined below) referring to this Agreement.

Recitals

A. Under this Agreement, Customer may order and Qualtrics may provide two types of services (together, “**Services**”):

1. **Subscription Services**, which are the series of proprietary computer software programs developed by Qualtrics as delivered to Customer that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (“**Software**”), products and related systems, security, updates and improvements thereto, and support services accessed by Customer using a web browser and the Internet. Subscription Services are specified in a service order (“**Service Order**”) and are purchased on an annual or multi-year basis as set forth in a Service Order.

2. **Professional Services**, which are Services other than Subscription Services that Qualtrics performs or provides, including the development and delivery of certain deliverables (“**Deliverables**”), specified in a statement of work (“**SOW**,” and each Service Order, SOW or other ordering document, an “**Order**”). Professional Services are purchased on a project basis.

B. Each Order will reference this Agreement and will be subject to the terms hereof.

C. Customer desires to use the Services set forth in an Order, and Qualtrics desires to provide such Services to Customer, pursuant to the terms and conditions of this Agreement.

Agreement

In consideration of the mutual promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Qualtrics and Customer agree as follows:

SECTION 1 LICENSE OF SUBSCRIPTION SERVICES AND RESTRICTIONS

Section 1.1 License; Contacts. Effective upon the Parties’ execution of an applicable Order, Qualtrics hereby grants to Customer a limited, non-exclusive, non-transferable (except pursuant to the Assignment section below), revocable, worldwide license to use the Subscription Services and the Deliverables, each as

applicable, for Customer's internal business purposes, including responses by external respondents, during the term set forth in the applicable Order. Customer is responsible for creating and maintaining user accounts and all use of its license, and for ensuring that those accounts are protected with passwords to prevent unauthorized use. Each Party shall appoint a contact person for each Order, as specified in such Order, who will be the other Party's principal contact to resolve issues related to the applicable Services. Either Party may change its contact person by providing notice thereof to the other Party. Customer shall designate one person to be responsible for administering its account and all its users (such person, the "**Brand Administrator**").

Section 1.2 Restrictions. Notwithstanding anything herein to the contrary, Customer shall not: (a) sell, resell, rent, or lease the Subscription Services; (b) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit or violates this Agreement or an Order; (c) access or use any of Qualtrics' intellectual property except as provided herein; (d) permit third parties to use the Subscription Services without Qualtrics' prior consent (except that Customer may allow third parties to use the Subscription Services if such third parties are providing services to Customer (but not for such third parties' own use) and such third party is not a direct competitor of Qualtrics as can be reasonably determined); (e) tamper with the security of the Software or reverse engineer, interfere with, or disrupt the integrity or performance of the Services; (f) perform vulnerability tests, network scans, penetration tests, or other investigative techniques on Qualtrics' software or services; (g) if Customer is an academic institution purchasing an academic license, permit use of the Services by individuals other than students, staff, or faculty of Customer, or use the Services for other than academic or research purposes (e.g., Customer shall not use the Services for commercial purposes, including on behalf of other entities for compensation); (h) use the Services in violation of applicable law; or (i) use the Services to (1) send irrelevant or inappropriate messages to third parties (e.g., "spam"), (2) upload, send, or store malicious code, including software or content that condones, contains, or links to warez, cracks, hacks, their associated utilities, or other piracy-related information, whether for educational purposes or not, (3) collect sensitive personal information, (4) upload binary files or executable code, or (5) upload content that (A) infringes, misappropriates, or otherwise violates any third party's intellectual property right, (B) aggravates, harasses, threatens, defames, or abuses Qualtrics or third parties (including content that is racist or otherwise extremely offensive to others), (C) contains or contains links to nudity, pornography, obscene content, sex, profanity, or foul language (except in pursuit of valid research purposes), (D) exploits images of children under 18 years of age, or (E) contains links to third-party services.

Section 1.3 Qualtrics, in its sole discretion, may restrict access to Customer's account after providing notice to Customer of unauthorized access or use and allowing Customer a reasonable period to cure such unauthorized access or use.

Section 1.4 Insurance. Qualtrics shall maintain in effect during the Term the minimum insurance coverage outlined in **Exhibit A** attached hereto.

SECTION 2 SUPPORT AND MAINTENANCE

Section 2.1 During the term of the applicable Order (the "**Order Term**") and on the condition that Customer has paid all undisputed fees due and owing to Qualtrics and is otherwise in material compliance with the terms of this Agreement, Qualtrics shall provide the support and maintenance services to Customer set forth in Section 2.2.

Section 2.2 Technical Support. Qualtrics shall respond to technical support requests via phone and email 24 hours a day, 7 days a week, excluding major international holidays, and make reasonable, good faith efforts to correct errors as outlined in **Exhibit B**. Customer shall provide Qualtrics with information as Qualtrics reasonably requests to enable Qualtrics to verify and reproduce the reported error. Certain Qualtrics employees may need to access Data to provide the Services. Customer hereby consents to such access where necessary to provide the Services, which access may include downloading a copy of Data for so

long as necessary and thereafter deleting such copy. Online support materials for the Subscription Services (“**Online Information**”) are included with the Subscription Services and are available at www.qualtrics.com/support.

SECTION 3 FEES. During an Order Term, Customer shall pay Qualtrics the fees and charges specified on the applicable Order. Customer is responsible for all applicable taxes on the fees and charges paid by Customer, including any and all sales, use, and value-added taxes, but not any taxes imposed on Qualtrics income. Fees for Services shown on an Order do not include any applicable sales, use, or value-added taxes. Customer is responsible for paying any fees for exceeding the quantity limits set forth in an Order.

SECTION 4 OWNERSHIP OF INTELLECTUAL PROPERTY. As between the Parties, Qualtrics exclusively owns all right, title, and interest in and to the Software, the Deliverables (which, for the avoidance of doubt, do not include Data (as defined below)) and any Services-related suggestions, ideas, enhancements, requests, feedback, and recommendations provided by Customer to Qualtrics during the Term. Any transaction contemplated hereby or by any Order is not a sale and does not convey to Customer any rights of ownership in or related to the Services or the Deliverables, or intellectual property rights of Qualtrics. Qualtrics’ logo and the product names associated with the Services are trademarks of Qualtrics (or its licensors, where applicable) and no right or license is granted to Customer to use them.

SECTION 5 CUSTOMER DATA

Section 5.1 General. As between the Parties, Customer owns all right, title and interest in and to all survey responses, reports, and any other information input or generated on behalf of Customer in connection with the Services (“**Data**”). Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, classification, and intellectual property right to use Data and shall obtain and maintain all consents necessary for using and processing the Data in accordance herewith. Data shall be deemed to be Customer’s Confidential Information (as defined below), and Qualtrics shall not use Data for any purpose other than performing its obligations hereunder or as otherwise agreed to in writing by the Parties. Notwithstanding the foregoing, Customer hereby grants to Qualtrics a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly), transferrable, perpetual, and irrevocable license to anonymize and aggregate the Data and use such anonymized and aggregated data (“**Usage Data**”) for Qualtrics’ business purposes. Qualtrics shall own all right, title, and interest in Usage Data. Usage Data will not include personally identifiable information and will only be used on an aggregated basis with similarly anonymized data of other Qualtrics customers. Usage Data shall not be considered Confidential Information of Customer.

Section 5.2 Data Security. Qualtrics shall maintain appropriate technical and organizational security measures to protect Data against: (a) accidental destruction, loss, and alteration; and (b) unauthorized disclosure of, or access to, Data transmitted, stored or otherwise processed as set forth herein. Qualtrics uses secure hosting facilities that are independently audited using the SSAE-18 methodologies. Qualtrics shall comply with applicable data processing laws relating to the processing, transmission, and disclosure of Data.

Section 5.3 Incidents. Either Party shall, without undue delay after discovery thereof, notify the other Party of: (a) any loss, unauthorized disclosure, or unauthorized use of Data; or (b) any access, acquisition or misappropriation of Data by third parties; or (c) any other disclosure of Data in violation of this Agreement (collectively, “**Security Breach**” or “**Data Breach**” as used in Section 5.4)). In the event of a Security Breach, each Party shall take such steps as are necessary to: (1) promptly mitigate the effects of such Security Breach and prevent a recurrence thereof; and (2) comply with applicable laws relating to such Security Breach.

Section 5.4 Data Breach (Security Breach) Responsibilities. This Section 5.4 only applies when a Data Breach/Security Breach occurs Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification. In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the applicable Eligible User by reasonably sharing information

relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) provide a root cause report for the Data Breach to the applicable Eligible User; and (d) in accordance with applicable laws indemnify, hold harmless, and defend DTS and the State of Utah against any third-party claims, damages, or other harm related to a Data Breach due to Qualtrics' breach of this Agreement that results in the unauthorized use or disclosure of Data. If the Data Breach requires public notification by applicable law, all communication naming an Eligible User shall be coordinated with such Eligible User. Contractor shall be responsible for all notification and remedial costs and damages required by law for a Data Breach due to Qualtrics' breach of this Agreement.

Section 5.5 Data Transfer. Qualtrics is strictly a data processor, not a data controller, for the processing of the Data in order to provide the Services. Subscription Services are self-service ("do-it-yourself") products in which only Customer determines what data to collect, from whom, from where, for what purpose, and when to delete it. Qualtrics shall (a) store and process all Data in a single geographical region as specified on an Order and (b) not transfer Data out of that region. Qualtrics is responsible for the daily backup of Data for disaster recovery purposes only and the deletion of such backups. Customer is responsible for routine backup and deletion of Data.

SECTION 6 TERM AND TERMINATION

Section 6.1 Term. The term of this Agreement ("Term") commences on the Effective Date and continues for three years and will automatically renew for two additional one-year periods unless earlier terminated as provided below or until a Party provides notice of non-renewal at least 30 days prior to expiration of the then-current period. Each Order still in effect as of the expiration of this Agreement will remain in effect after such expiration, subject to the terms and conditions of this Agreement, until the expiration or termination of such Order.

Section 6.2 Termination. Either Party may immediately terminate this Agreement or any Order for cause upon notice if the other Party: (a) materially breaches this Agreement and such breach is not cured within 30 days after the breaching Party receives notice thereof from the other Party; or (b) becomes insolvent, acknowledges insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.

Section 6.3 Termination of Professional Services. Except as otherwise specified, obligations for Professional Services expire automatically upon (a) fulfillment of the last milestone as stated in the applicable Order; (b) the termination of the applicable Order in accordance with the terms thereof; or (c) the termination or expiration of Customer's Subscription Services. If custom functionality developed under an Order, in whole or in part, becomes available as part of a standard Qualtrics product or paid features maintained by Qualtrics, then, at no additional cost to Customer, (1) Qualtrics may migrate Customer to use such functionality or feature on the standard Qualtrics product, and (2) Qualtrics is not required to maintain that custom functionality under such Order.

Section 6.4 Effect of Termination. Following any termination of this Agreement or an Order, Qualtrics shall discontinue providing the applicable Services, and Customer shall cease using such Services. Within 30 days after the end of the Term or termination of this Agreement or an Order, (a) Customer shall pay to Qualtrics all outstanding undisputed fees payable as of the effective date of termination, and (b) Qualtrics shall refund any pro-rated unused fees prepaid by Customer if Customer terminates this Agreement for cause or pursuant to a Force Majeure Event (defined below). If this Agreement is terminated for cause, each Order in effect will also terminate.

Section 6.5 Customer Right to Access Data After Termination. Upon the termination of all Subscription Services, Qualtrics shall make available to Customer a portal whereby Customer may download and delete Data for a period of 30 days. Qualtrics is not required to retain Data after such 30-day period has ended.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Section 7.1 Mutual. Each Party represents and warrants to the other Party that:

- (a) it has the power and authority to enter into this Agreement and perform its obligations hereunder, and such performance will not breach any separate agreement by which it is bound; and
- (b) it will comply with applicable laws, rules, and regulations, including applicable data privacy laws (in Qualtrics' case, as a data processor, and in Customer's case, as a data controller).

Section 7.2 Qualtrics. Qualtrics warrants to Customer that:

- (a) it will use commercially reasonable efforts to ensure that Software and any updates to the Software will not introduce any malicious code that could disrupt any software or system used by Customer in connection with the Subscription Services;
- (b) it will implement appropriate technical and organizational security measures designed to protect Data against theft, unauthorized access, copying, and distribution;
- (c) the Subscription Services will materially comply with the Online Information; and
- (d) it will abide by all principles in the Qualtrics Security White Paper (<http://www.qualtrics.com/docs/QualtricsSecurityWhitepaper.pdf>), the URL for which will remain active throughout the Term, and which will only be updated as required to reflect improved security and operational procedures.

Section 7.3 Infringement.

- (a) Qualtrics represents and warrants that the Software and any Deliverables do not infringe any third party's intellectual property rights, except to the extent such infringement results from (1) content uploaded to or collected into the Software by Customer or a third party acting under Customer's license, (2) Qualtrics' compliance with instructions or specifications provided by Customer, or (3) the combination of the Software or any Deliverables with other content, services, or products not supplied by Qualtrics.
- (b) Except with respect to indemnification for third-party claims as set forth in Section 10, as Customer's sole remedy and Qualtrics' sole liability for Qualtrics' breach of Section 7.3(a), Qualtrics shall, at its option and sole cost and expense: (1) obtain the right for Customer to continue to use the Software or Deliverables as licensed by this Agreement; (2) modify or replace the Software or Deliverables, in whole or in part, to seek to make the Software or Deliverables (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Software or Deliverables under this Agreement; or (3) if in Qualtrics' discretion the options set forth in clauses (1) and (2) are not commercially reasonable, by notice to Customer, terminate this Agreement and any applicable Orders with respect to all or part of the Services, and require Customer to immediately cease any use of the Services or any specified part or feature thereof, in which case Qualtrics shall refund to Customer a prorated portion of Customer's prepaid unused fees for the discontinued features of the Services.

Section 7.4 Limitation of Warranties. EXCEPT AS SET FORTH IN THIS SECTION 7, EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, AND MERCHANTABILITY, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7 AND EXHIBIT B, ALL SERVICES PROVIDED BY QUALTRICS HEREUNDER ARE STRICTLY ON AN "AS IS"

BASIS, AND QUALTRICS DOES NOT MAKE ANY WARRANTIES, REPRESENTATIONS, OR COVENANTS WITH RESPECT TO ANY THIRD-PARTY CONTENT OR PRODUCTS, EXPRESS OR IMPLIED.

SECTION 8 CONFIDENTIAL INFORMATION

Section 8.1 Definitions. As used herein, “**Recipient**” means the Party receiving Confidential Information from the other Party; “**Discloser**” means the Party providing Confidential Information to the other Party; and “**Confidential Information**” means each Order, the Services, Data, this Agreement, and any other information, written or oral, that should reasonably be expected by the Recipient to be confidential. Confidential Information does not include information which (a) becomes generally available to the public in any manner or form through no fault of Recipient or its employees, agents or representatives, but only from the date that it becomes so available, (b) was rightfully in possession of Recipient without obligation of confidentiality prior to receipt thereof from Discloser, (c) is independently developed by Recipient without benefit of any Confidential Information, (d) is rightfully received by Recipient from another source on a non-confidential basis, or (e) is released for disclosure with Discloser’s prior written consent.

Section 8.2 Use and Disclosure. Recipient shall keep the Confidential Information of Discloser confidential and not disclose to any person or use for any purpose, except as expressly permitted by this Agreement, any Confidential Information of Discloser, except that Recipient may disclose Confidential Information to those employees, independent contractors, and advisors who have a need to know such information for Recipient to perform its obligations or exercise its rights hereunder, and who are bound to keep such information confidential. Recipient shall give Discloser’s Confidential Information at least the same level of protection as Recipient gives its own Confidential Information of similar nature, but not less than a reasonable level of protection.

Section 8.3 PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that an Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Agreement, Contractor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Agreement. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Agreement, unless prior written consent has been obtained in advance from the Eligible User.

Section 8.4 Upon written request from Discloser and subject to any legal obligation to preserve Confidential Information (e.g., litigation hold), Recipient shall promptly return or destroy all Confidential Information (other than Data), except that Recipient is not required to return or destroy copies of any electronic records or files containing the Confidential Information that have been created pursuant to automatic archiving or back-up procedures and that would be unreasonably burdensome to return or destroy. Recipient may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, on the condition that the Recipient, (a) to the extent permitted by law, gives the Discloser reasonable notice to allow the Discloser to seek a protective order or other appropriate remedy, (b) discloses only such information as is required by the governmental entity or otherwise required by law, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

Section 8.5 Injunctive Relief. Because money damages may not be a sufficient remedy for any breach of the obligations in this Section 8, Discloser is entitled to seek specific injunctive relief as a remedy for any such breach.

SECTION 9 LIMITATION OF LIABILITY

Section 9.1 WAIVER OF SPECIFIED DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, DATA, REVENUE, PROFITS, INFORMATION, USE, DIMINUTION IN VALUE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICES OR THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE SERVICES, ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, AND ANY INTERRUPTION, INACCURACY, ERRORS, OR OMISSIONS, EVEN IF A PARTY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 9.2 LIABILITY CAP. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY RELATED TO THE SUBJECT MATTER HEREOF SHALL NOT EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO QUALTRICS UNDER THE APPLICABLE ORDER IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

SECTION 9.3 EXCLUSIONS. THE LIMITATIONS OF LIABILITY IN SECTION 9.1 AND SECTION 9.2 DO NOT APPLY TO SECTION 10 (INDEMNIFICATION) OR ANY FEES PAYABLE HEREUNDER, AND THE LIMITATION OF LIABILITY IN SECTION 9.1 DOES NOT APPLY TO BREACHES OF SECTION 5 (CUSTOMER DATA) AND SECTION 8 (CONFIDENTIAL INFORMATION). EACH PARTY SHALL USE REASONABLE EFFORTS TO MITIGATE ANY POTENTIAL DAMAGES OR OTHER ADVERSE CONSEQUENCES AFFECTING SUCH PARTY THAT ARISE FROM OR RELATE TO THE SERVICES.

SECTION 10 INDEMNIFICATION. Each Party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other Party (the “**Indemnified Party**”), and if applicable, its licensors and affiliates and each of their officers, directors, and employees from and against any and all costs, damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and costs) incurred as a result of third-party claims to the extent arising out of or in connection with infringement or alleged infringement of any third party’s intellectual property right due to the Indemnifying Party’s actions or inactions. The Indemnified Party shall: (a) promptly give notice of the claim to the Indemnifying Party; (b) give the Indemnifying Party sole control of the defense and settlement of the claim; (c) provide to the Indemnifying Party all available information and assistance; and (d) not compromise or settle such claim. Notwithstanding the foregoing, the Indemnifying Party is in no way obligated to the Indemnified Party or any third party under this Section to the extent that a claim is based upon any one of the following: (i) content uploaded to or collected into, or modification of, the Services by a party other than the Indemnifying Party; (ii) the Indemnifying Party’s compliance with instructions or specifications provided by the Indemnified Party; or (iii) the combination of content, services or products with other content, services or products not supplied by the Indemnifying Party.

SECTION 11 GENERAL

Section 11.1 Choice of Law and Jurisdiction. This Agreement, any Order, and all claims arising out of or related thereto will be governed by the laws of the United States of America and the State of Delaware, without reference to rules governing choice of law. Except for the right of either party to apply to any court for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute that arises between the Parties concerning this Agreement or any Order, forum and venue will be laid exclusively in the state and federal courts located nearest to Salt Lake City, Utah, and such courts shall have exclusive jurisdiction over any dispute concerning this Agreement or any Order. The Parties hereby consent to the personal jurisdiction of such courts and expressly waive all defenses of lack of personal jurisdiction and forum non-conveniens and agree that process may be served on either Party in a manner authorized by applicable law or court rule. The Parties hereby expressly disclaim the application of the Uniform Computer Information Transaction Act and the United Nations Convention on the International Sale of Goods to this Agreement or any Order.

Section 11.2 Force Majeure. Neither Party will be liable for any delays in, or failures of, performance under this Agreement or any Order, except for payments, to the extent that performance of such Party's obligations or attempts to cure any breach under this Agreement or any Order are delayed or prevented as a result of any event or circumstance beyond the reasonable control of such Party ("**Force Majeure Event**"), except that the other Party may terminate this Agreement or any affected Order upon 30 days' notice if the circumstances causing non-performance can reasonably be expected to continue for more than one calendar month.

Section 11.3 Entire Agreement; Amendment; Counterparts. This Agreement, the attached Exhibits, and each Order executed hereunder, constitute the entire agreement between the Parties concerning the subject matter hereof and thereof and supersede all written or oral prior agreements or understandings with respect thereto, including any proposals, price quotes, click-wrap agreements, purchase order terms and conditions or non-disclosure agreements. All Exhibits and Orders are hereby incorporated into this Agreement as if set forth herein in full. If the terms of this Agreement conflict with the terms of any Exhibit, Order, or other document binding and applicable to the Parties, the terms of this Agreement control unless expressly stated otherwise. This Agreement, the attached Exhibits, and each Order may not be amended except in writing signed by authorized representatives of both Parties. This Agreement or any Order may be executed by the Parties electronically and in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

Section 11.4 Language. This Agreement, the attached Exhibits, and each Order have been prepared and written in English. Any non-English translation thereof is provided for convenience only and is not valid or legally binding.

Section 11.5 Construction. The Parties intend this Agreement and each Order to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Unless the context requires otherwise, as used herein, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation," (b) the word "or" is not exclusive, and (c) the words "herein," "hereof," "hereto," "hereunder," and similar words refer to this Agreement as a whole.

Section 11.6 Severability. If any one or more of the provisions of this Agreement or any Order is held invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision will be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remaining provisions contained herein or therein will not in any way be affected or impaired.

Section 11.7 Waiver. Neither Party's failure to enforce strict performance of any provision of this Agreement or any Order will constitute a waiver of a right to subsequently enforce such a provision. No modification, extension, or waiver of this Agreement or any Order will be valid unless made in writing and signed by an authorized representative of the Party to be charged. No written waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement or any Order.

Section 11.8 Assignment. Neither Party may assign this Agreement or any Order, by operation of law or otherwise, without the prior written consent (not to be unreasonably withheld or delayed) of the other Party, except that either Party may assign this Agreement without consent to (a) an affiliate of such Party or (b) its successor in a merger, acquisition, or other change of control, including the sale of all or substantially all of its assets, stock, or business to which this Agreement or the applicable Order relates, in each case on the condition that the assignee is not a direct competitor of the non-assigning Party. Qualtrics may use subcontractors to perform certain portions of the Services, but Qualtrics remains responsible for any subcontractor's performance hereunder.

Section 11.9 No Agency. Neither this Agreement nor any Order will be construed to create an agency, franchise, representative, joint venture, employment relationship, or partnership between the

Parties. The Parties are and remain independent contractors. Neither Party has the authority to bind the other or to incur any liability or otherwise act on behalf of the other.

Section 11.10 Survival. Each Party's obligation under Section 6.4, Section 7.4, Section 8, Section 9, Section 10, and Section 11 will survive the Term or termination of this Agreement for a period of two years, except that Qualtrics' obligations related to the storage and protection of Data will continue perpetually with respect to any Data that has not been permanently destroyed within its Service.

Section 11.11 Cumulative Remedies. Except as expressly set forth herein or in any Order, the rights and remedies provided hereunder are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity or otherwise.

Section 11.12 Notices. Each Party shall cause all notices it delivers to the other Party hereunder and under each Order to be in writing and sent (a) by a delivery service with provisions for a receipt, to the physical address listed on the signature page hereto; or (b) by email to notice@qualtrics.com for notices going to Qualtrics, or to the email address listed for Customer in the applicable Order for notices going to Customer. Except as otherwise provided herein, any notice or other communication is effective only (1) upon receipt (or rejection) by the receiving Party and (2) if the Party giving notice has complied with the requirements of this Section.

Section 11.13 No Third-Party Beneficiaries. Except as otherwise set forth herein, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns, and nothing herein is intended to or should confer upon any other individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

Section 11.14 Export Controls. Qualtrics provides services and uses software and technology that may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit access to or use of any Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

Section 11.15 Conflict of Interest. Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the Division.

Section 11.16 Conflict of Interest with State Employees. Contractor agrees to comply and cooperate in good faith with all conflict of interest and ethic laws including Section 63G-6a-2404, Utah Procurement Code, as amended, applicable to the operation of its business.

Section 11.17 Drug-free Workplace. Contractor agrees to abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.

Section 11.18 Code of Conduct. If Contractor is working onsite at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the applicable code of conduct which will be provided upon request by Contractor to the Eligible User. Contractor will assure that each employee or each employee of Subcontractor(s) under Contractor's supervision working onsite receives a copy of such code of conduct.

Section 11.19 No Waiver of Sovereign Immunity. In no event shall this Agreement be considered a waiver by the Division, an Eligible User, or the State of Utah of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

Section 11.20 Records Administration. Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Agreement. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, Customer auditors, federal auditors, Eligible Users or any firm identified by the Division, remote access to all such records upon written request. Contractor

must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.

Section 11.21 Certify Registration and Use of Employment "Status Verification System". This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

- (1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
- (2) Contractor's failure to comply with this section will be considered a material breach of this Agreement.
- (3) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

Section 11.22 Employment Practices. Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.

Section 11.23 Debarment. Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement, by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

Section 11.24 Nonappropriation of Funds, Reduction of Funds, or Changes in Law.

- (a) Only after the first year of each Order and thereafter only on the anniversary of the effective date specified in such Order, upon thirty (30) days written notice delivered to the Contractor, such Order may be terminated in whole or in part at the sole discretion of the Division or an Eligible User, if it is reasonably determined that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) that a change in available funds affects an Eligible User's ability to pay under such Order. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- (b) If a written notice is delivered under this section, the Eligible User will reimburse Contractor for the Services properly ordered until the effective date of said notice and without refund. The Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

Section 11.25 Sales Tax Exemption. The Custom Deliverables or Services being purchased by the Eligible Users under this Contract are being paid from the Eligible User's funds and used in the exercise of the Eligible User's essential function as an Eligible User. The Eligible User will provide Contractor with a copy of its sales tax exemption number upon request. It is the Contractor's responsibility to request the sales tax exemption number from the Eligible User.

Section 11.26 If Contractor is providing the State with Goods or Custom Deliverables it is important that Contractor follows industry-standard policies and procedures to minimize security risk and ensure that State and Federal laws applicable to the operation of its business are followed. At execution of this project, no software development is being procured or is anticipated. If such becomes the case, the parties will negotiate any additional terms in good faith.

Section 11.27 Public Information. Contractor agrees that this Agreement, any related purchase orders, related invoices, related pricing lists, and the proposal "GRAMA"). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Agreement, any related purchase orders, related invoices, related pricing lists, and proposal in accordance with GRAMA. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. The Division, the Eligible Users, or the State of Utah will not inform Contractor of any request for a copy of this Agreement, including any related purchase orders, related invoices, related pricing lists, or the proposal.

Section 11.28 Payments. Payments will be made within thirty (30) days from receipt of a correct invoice is received. After sixty (60) days from the date a correct invoice is received by the appropriate State official, Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Contractor agrees that if during, or subsequent to the Agreement an audit determines that payments were incorrectly reported or paid by the Eligible Users to Contractor, then Contractor shall, upon written request, promptly refund to the Eligible Users any such overpayments.

Section 11.29 Compliance with Accessibility Standards. Contractor represents and warrants that certain of the Services it provides to Customer under this Agreement may be configured by Customer to comply with the applicable requirements for Customer's customers with disabilities. Notwithstanding the foregoing, Customer is solely responsible to configure the Services to comply with the applicable requirements. Support pages regarding accessibility can be found at www.qualtrics.com/support.

Section 11.30 Individual Customers. Each Eligible User that purchases Services from this Contract will be treated as if they were Customer. Each Eligible User will be responsible to follow the terms and conditions of this Agreement. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

Section 11.31 Reports and Fees.

- (a) **Administrative Fee:** Contractor agrees to provide an administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed on the first page of this Agreement and will apply to all purchases (net of any returns, credits, or adjustments) made under this Agreement.

- (b) Reports: Qualtrics agrees to provide a utilization report semi-annually. The report will show the dollar volume of purchases by each Eligible User. The report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
- (c) Report Schedule: Utilization reports shall be submitted by Qualtrics semi-annually in accordance with the following schedule:

Period End	Reports Due
June 30	July 31
December 31	January 31

- (d) Fee Payment: After the Division receives the utilization report it will send Contractor an invoice for the total applicable administrative fee owed to the Division. Contractor shall pay the applicable administrative fee within thirty (30) days from receipt of invoice.
- (e) Timely Reports and Fees: If the applicable administrative fee is not paid by thirty (30) days of receipt of invoice or utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

Section 11.32 Procurement Ethics. Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

The Parties have executed this Master Services Agreement as of the Effective Date.

Qualtrics, LLC	State of Utah, Division of Purchasing
By:	By:
Name:	Name: Christopher Hughes
Title:	Title: Director
Date:	Date:
Address: Qualtrics, LLC Attn: Legal Department 333 W River Park Dr. Provo, UT 84604 United States	Address: Division of Purchasing & General Services 3150 State Office Building Capitol Hill Salt Lake City, UT 84114-1061

Attachments and Exhibits:

Attachment B: Platform Costs

Attachment C: Implementation Packaging and Pricing

Exhibit A: Insurance Coverage

Exhibit B: Service Level Agreement/Incident Response

Attachment B: Platform Costs

[PDF to be inserted.]

[State of Utah internal: Executive Branch Agency purchases must be authorized by DTS prior to purchasing. For authorization, either purchase through DTS by placing a purchase request through ServiceNow or request an exception through ServiceNow by clicking [here](#). Any questions, please ask the IT Director assigned to your agency.]

State Government - Department Level Pricing Packages

City, County, K-12, and Higher Ed Pricing Follows

Calculating Price Table

Note: Total Price is a function of Functionality (Table 1) + Tier (Table 2) + Add-ons (Table 3)

Price for Functionality (Table 1)

Package	Functionality	Price (See tiers below to calculate total cost)
RC3 (includes RC1)	Base	\$7,500
RC5	Base + Offline App, SMS, Stats Basic	\$10,000
CX1	RC3 + Dashboards	\$15,000
CX3	CX1 + CLFU + Adv. TextiQ + Adv. StatsiQ	\$25,000
CX5		Quote

Price for Tier (Table 2)

Tier	Responses	Additional Cost
Small (5 Users)	5,000	Functionality Price x 1
Medium (25 Users)	25,000	Functionality Price x 2
Large (50 Users)	50,000	Functionality Price x 3

Pricing for Add-ons (Table 3)

Add-on Functionality	Price
Site Intercept	\$5,000
SFDC Integration	\$2,500

Examples of how to use the price table above - estimate your Agencies Current Usage + Projected Use + Tech Needs
(complete agency list left off for brevity)

Department	DHS	Health	GOED	DWS	DAS	DEQ	Ag	DABC	Gov's Office	DHA
Usage + Est. Use	17 Users 5,500 Responses	73 Users 30,000 Responses	27 Users 3200 Responses	7 Users 10,000 Responses	19 Users 2,300 Responses	43 Users 10,000 Responses	27 Users 1,000 Responses	7 Users 4,000 Responses	4 Users 2,500 Responses	43 Users 7,000 Responses
Current Tech + Est. Tech Needs	- CLFU - Offline App - SMS - Dashboards	- CX Call Center - SMS - Stats - RC Heavey	- SFDC - SMS - SI	- SI - RC - Offline App	- CX - SI - Dashboards - TextiQ - CLFU - RC	- SI - Offline app - RC	- Offline app - RC	- CX - TextiQ - Offline app - Dashboards - CLFU	- SI - SFDC - CFLU - Dashboards	- SFDC - CX - RC - Dashboards - Offline app - Offline app - StatsiQ
Example Price Based on Model	-\$50,000	-\$30,000	\$30,000 +\$2,500	\$20,000	\$50,000 +\$5,000	\$20,000	\$7,500	\$25,000	\$30,000 +\$50,000	\$50,000

Pricing Definitions Below -

		RC 1	RC 3	RC 5
		Complete Standard Projects	Professional Grade Research	Expert-level Research at Scale
	Automatically identify survey design, methodology, mobile, and other errors	✓	✓	✓
	Improve response rates and data quality with personalised, PHD recommendations	✓	✓	✓
	Email Contact Lists	✓	✓	✓
	Contact list filtering, sampling, and mailing list triggers		✓	✓
	Org-wide contact frequency management, deduplication, centralised directory, and experience timeline			✓ Available add-on
	Describe: Automatically detect the data structure and show the right visualisations		✓	✓
	Relate: Automatically perform the right statistical correlation tests with 1-click		✓	✓
	Regression: Create predictive regression models and simulate with 1-click		✓	✓
	Automatic tagging and visualisation of open text comments		✓	✓
	Topic Discovery: Automatically surface trending topics within open text			✓ Available add-on
	Sentiment Analysis: Automatically assign each comment with sentiment scores			✓ Available add-on

		CX 1 "ESSENTIALS"	CX 3 "ADVANCED"	CX 5 "STATE OF THE ART"
		Capture omni-channel customer feedback	Close the loop at scale	Drive strategic CX improvement
Omnichannel feedback	EASILY CAPTURE FEEDBACK AT THE MOMENT	✓	✓	✓
Intuitive survey builder	DESIGN, TEST, MODIFY & LAUNCH RESEARCH	✓	✓	✓
Advanced targeting	ENGAGE BASED ON PROFILE & BEHAVIORAL CRITERIA	✓	✓	✓
Role-based dashboards	MANAGE PERFORMANCE WITH FLEXIBLE ROLE-BASED VIEWS	✓	✓	✓
Driver iQ	IDENTIFY THE KEY DRIVERS OF SATISFACTION & BEHAVIOR	✓	✓	✓
Closed loop follow up	RESPOND TO CUSTOMER FEEDBACK & TRACK RESULTS		✓	✓
Respondent management	MANAGE OUTREACH & OPTIMISE RESPONSE RATES		✓	✓
Stats iQ	EASILY CONDUCT ADVANCED STATISTICAL ANALYSIS			✓
Text iQ	AUTOMATICALLY IDENTIFY INSIGHTS IN YOUR VERBATIM			✓

State of Utah - Higher Ed Pricing

qualtrics.

CX1 - U

CX3 - U

CX5 - U

Enrollment Based Pricing

Unlimited Responses/Users

2.5K – 5K ----- \$10.25/student
5K – 10K ----- \$9.50/student
10K – 30K ----- \$8.30/student
30K – 50K ----- \$7.75/student
50K – 75K ----- \$7.25/student
75K – 125K ----- \$6.75/student
125K – 200K --- \$6.00/student
200K – 500K -- \$5.20/student
500K+ ----- \$4.65/student

Enrollment Based Pricing

Unlimited Responses/Users

2.5K – 5K ----- \$15.35/student
5K – 10K ----- \$14.25/student
10K – 30K ----- \$12.45/student
30K – 50K ----- \$11.60/student
50K – 75K ----- \$10.80/student
75K – 125K ----- \$10.00/student
125K – 200K --- \$9.00/student
200K – 500K -- \$7.80/student
500K+ ----- \$7.00/student

Enrollment Based Pricing

Unlimited Responses/Users

2.5K – 5K ----- \$19.99/student
5K – 10K ----- \$18.50/student
10K – 30K ----- \$16.15/student
30K – 50K ----- \$15.10/student
50K – 75K ----- \$14.15/student
75K – 125K ----- \$13.16/student
125K – 200K --- \$11.70/student
200K – 500K -- \$10.15/student
500K+ ----- \$9.05/student

State of Utah - City, County, Municipality, etc.. Pricing

qualtrics.

CX1 - U

CX3 - U

CX5 - U

Population Based Pricing

Unlimited Responses/Users

5K – 10K -----	\$2.65/capita
10K – 30K -----	\$1.90/capita
30K – 50K -----	\$1.65/capita
50K – 75K -----	\$1.45/capita
75K – 125K -----	\$1.32/capita
125K – 200K ----	\$1.15/capita
200K – 500K --	-\$0.95/capita
500K – 1M -----	\$0.75/capita
1M – 1.5M -----	\$0.65/capita
1.5M – 2M -----	\$0.59/capita
2M – 2.5M -----	\$0.50/capita
2.5M – 3M -----	\$0.45/capita
3M – 4M -----	\$0.39/capita
4M – 5M -----	\$0.30/capita
5M+ -----	\$0.27/capita

Population Based Pricing

Unlimited Responses/Users

5K – 10K -----	\$4.60/capita
10K – 30K -----	\$3.35/capita
30K – 50K -----	\$2.85/capita
50K – 75K -----	\$2.55/capita
75K – 125K -----	\$2.30/capita
125K – 200K ----	\$2.05/capita
200K – 500K --	-\$1.60/capita
500K – 1M -----	\$1.35/capita
1M – 1.5M -----	\$1.15/capita
1.5M – 2M -----	\$1.05/capita
2M – 2.5M -----	\$0.95/capita
2.5M – 3M -----	\$0.80/capita
3M – 4M -----	\$0.70/capita
4M – 5M -----	\$0.60/capita
5M+ -----	\$0.45/capita

Population Based Pricing

Unlimited Responses/Users

5K – 10K -----	\$5.95/capita
10K – 30K -----	\$4.30/capita
30K – 50K -----	\$3.70/capita
50K – 75K -----	\$3.25/capita
75K – 125K -----	\$2.95/capita
125K – 200K ----	\$2.65/capita
200K – 500K --	-\$2.05/capita
500K – 1M -----	\$1.75/capita
1M – 1.5M -----	\$1.50/capita
1.5M – 2M -----	\$1.35/capita
2M – 2.5M -----	\$1.15/capita
2.5M – 3M -----	\$1.05/capita
3M – 4M -----	\$0.90/capita
4M – 5M -----	\$0.75/capita
5M+ -----	\$0.60/capita

CX1 - U

CX3 - U

CX5 - U

Student Based Pricing*Unlimited Responses/Users*

10K – 30K ----- \$3.50/student
30K – 50K ----- \$2.65/student
50K – 75K ----- \$2.25/student
75K – 125K ----- \$2.05/student
125K – 200K --- \$1.80/student
200K – 500K -- -\$1.45/student
500K – 1M ----- \$1.20/student
1M+ ----- \$1.00/student

Student Based Pricing*Unlimited Responses/Users*

10K – 30K ----- \$5.25/student
30K – 50K ----- \$3.95/student
50K – 75K ----- \$3.35/student
75K – 125K ----- \$3.05/student
125K – 200K --- \$2.70/student
200K – 500K -- -\$2.15/student
500K – 1M ----- \$1.80/student
1M+ ----- \$1.50/student

Student Based Pricing*Unlimited Responses/Users*

10K – 30K ----- \$6.75/student
30K – 50K ----- \$5.15/student
50K – 75K ----- \$4.35/student
75K – 125K ----- \$3.95/student
125K – 200K --- \$3.50/student
200K – 500K -- -\$2.80/student
500K – 1M ----- \$2.30/student
1M+ ----- \$1.95/student

Attachment C: Implementation Packaging and Pricing

[PDF to be inserted.]

Prices listed in this Attachment C are subject to a 5% annual price increase and reflect costs to implement features available in licenses bundles as of the Agreement Effective Date. The addition of new features into license buddies may result in increased service prices.

[State of Utah internal: Executive Branch Agency purchases must be authorized by DTS prior to purchasing. For authorization, either purchase through DTS by placing a purchase request through ServiceNow or request an exception through ServiceNow by clicking [here](#). Any questions, please ask the IT Director assigned to your agency.]

CX Standard Implementation Packaging & Pricing: CX1/3/5			
	CX1	CX3	CX5
Required Elements (based on license)			
Base Package Price (includes Project Management, 1 Standard ¹ Survey Support & 1 Standard ¹ Dashboard Configuration)	\$7,500	\$12,500	\$20,000
Standard Delivery Timeline (timeline extension can be purchased for \$625/week)	8 Weeks	12 Weeks	12 Weeks
+ Per Advanced Product Feature (SSO Configuration, Developer Tools Introductory Support, Third Party Integrations Support [CRM, Communications and Chat, Digital Insights, Marketing, BI/Visualization], Data Isolation Setup, Online Reputation Management Setup)	\$1,875	\$2,500	\$3,750
Package Inclusions			
CX1 Features: Basic iQ Directory Support, Offline App Setup, Stats iQ Support (Describe/Relate & Pivot/Regression)	Included	Included	Included
CX3 Features: Advanced iQ Directory Support (Required with Advanced and State of the Art iQ Directory), Closed Loop Follow-Up Configuration	\$1,875 ea	Included	Included
CX5 Features: Action Planning Configuration, Journey Optimizer Support, Predict iQ Support, Advanced Text iQ Configuration, Vanity URL Setup	\$1,875 ea²	\$2,500 ea²	Included
CX5 Features: Website Feedback Support (includes one domain or app and one intercept)	\$3,125	\$3,125	Included
Optional Add-ons			
Additional Dashboard Configuration¹ (price per dashboard)	\$3,125	\$3,125	\$4,375
Additional Survey Support (<30 questions, price per survey for review and dashboards mapping)	\$1,875	\$3,125	\$3,125
Additional Survey Support (30-60 questions, price per survey for review and dashboard mapping)	\$3,750	\$6,250	\$6,250
Additional Website Feedback Support (price includes one domain or app, plus one intercept) - quote must include Website Feedback	\$3,125		
Additional Website Intercept Support (price per additional intercept on a single domain or app) - quote must include Website Feedback	\$625		
Batch User Upload (price per 1000 users)	\$1,250		
Custom Training/Demo (price per 1-hour session)	\$500		
Dashboard Translation Support (price per dashboard, per language)	\$1,250		
Data Migration (per source, 50k responses, max of 60 columns each)	\$2,500		
Developer Tools Advanced Support (Must be sold in conjunction with Developer Tools Introductory Support - more info)	\$3,750		
iQ Directory Automations Support (per automation) - (automations use Qualtrics File Service; does not include setup of SFTP server)	\$1,250		
Survey Translation Support (price per survey, per language)	\$1,250		
Notes:			
1. Support for Standard Survey: Support client's build of survey with max 30 Questions, 30 Embedded Data Fields; Standard Dashboard Build: Max 5 pages, 20 widgets/survey, max 60 widgets total, max 3 roles 2. Restricted Features (features added from a higher package) are priced as Advanced Features			

Insurance

Qualtrics shall at its own expense secure and continuously maintain throughout the Term the following insurance with companies qualified to do business in the jurisdiction in which the services will be performed and rating A-VII or better in the current Best's Insurance Reports published by A.M. Best Company.

1. Worker's Compensation Insurance, which shall fully comply with the statutory requirements of all applicable state and federal laws.
2. Commercial General Liability Insurance with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, death, property damage, personal injury, and products.
3. Business Automobile Liability Insurance covering all owned and non-owned and hired vehicles used by Qualtrics with a combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.
4. Excess (Umbrella) coverage with respect to Sections 1, 2, and 3 above with a per occurrence limit of \$5,000,000.
5. Cyber and Errors and Omissions (Professional Liability) Insurance with limit of \$5,000,000, covering liabilities arising from a) product or service financial injury caused by a product or service defect or performance failure; b) technology-related injury caused by any errors or omissions and all series of continuous, repeated or related acts, errors or omissions; and c) breach mitigation and notification expenses related to a privacy breach. Coverage also includes reasonable legal litigation expenses.
6. Crime Insurance (Employee Dishonesty) with limit of \$1,000,000.

Qualtrics Incident Response and Service Levels

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Subscription Services will be available at all times, excluding when the Subscription Services are unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Subscription Services having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 - b. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 - c. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 - d. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%.
 - e. If, in each of three consecutive months, (i) Downtime is 241 minutes or greater or (ii) Scheduled Maintenance is greater than 8 hours, Customer is eligible for a pro-rated refund and may terminate this Agreement for cause.
5. **Fee Credits.** Except as specified in Section **Error! Reference source not found.** above, Fee Credits will be Customer's sole and exclusive remedy if Qualtrics fails to meet the Service Levels. Fee Credits will be applied to Customer's next invoice.

Incident Response

1. An "**Incident**" is declared by Qualtrics when any of the following occurs:
 - a. A malfunction, disruption, or unlawful use of the Services;
 - b. The loss or theft of Data from the Services;
 - c. Unauthorized access to Data, information storage, or a computer system; or
 - d. Material delays or the inability to use the Services.
2. An Incident involving the loss or unauthorized access of Data, not due to Customer's errors or omissions, will always be categorized as Code Red. In such a case, Customer will be notified as expeditiously as possible after a disclosure is discovered. Qualtrics will conduct a formal investigation and will deliver an official written report to Customer within two weeks of the Incident.
3. Incidents are prioritized as set forth in the Incident Level Table below.

Incident Level Table

Incident Level	Typical Conditions	Resolution Response
4	A minor issue affecting an individual user that may not be reproducible.	Addressed by support team for workaround or other resolution.
3	The problem is reproducible and has an impact on usability of the product, though a workaround exists to garner full functionality.	Addressed in a subsequent release in a reasonable timeframe.
2	A product is effectively unusable on a widespread basis; survey taking experience significantly affected.	Corrected as expeditiously as possible after code is developed and tested.
Code Red	Loss of a key functionality or access to Service. Data loss due to unauthorized access. A suspected/actual data breach or security threat. Survey taking severely hindered or impossible.	Full engineering efforts directed toward resolution. After hours, Engineer-on-call will be contacted and will work nonstop until resolution is met.

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 6, 2024**

AGENDA ITEM: G4

SUBJECT: Consideration of Ordinance 985 amending Riverdale City Code Title 9, Chapter 1, Section 1: Building Codes Adopted.

PRESENTER: Steve Brooks, City Administrator

INFORMATION: [a. Executive Summary](#)
[b. Ordinance 985](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:

August 6, 2024

Summary of Proposed Action

(x) Approve

Adoption of new and newest versions of various codes.

Requested By

Petitioner(s): Community Development/Jeff Woody (Steve Brooks presenting)

Summary of Supporting Facts & Options

These are proposed updates to the Codes that we use for building/construction, demolition, fire, etc. Updates have all been received and should be adopted in order to stay current with national and regional standards. I've written this up to adopt said future codes as they are adopted by the state.

Legal Comments - City Attorney

Steve Brooks, Attorney

Administrative Comments - City Administrator

Steve Brooks, City Administrator



ORDINANCE NO. 985

AN ORDINANCE ADOPTING CURRENT EDITIONS OF THE BUILDING CODES, PROVIDING A REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of Riverdale City has previously adopted earlier editions of the various Building, Electrical, Plumbing, Mechanical, Fire and other miscellaneous Codes; and

WHEREAS, from time to time it becomes necessary to amend the various codes in order to stay current with updates, national standards, common practices and safety issues; and

WHEREAS, it is necessary and desirable to keep Riverdale's building and safety codes up-to-date with the latest editions of the model codes published by the International Code Council (ICC) and other relevant organizations;

WHEREAS, in the judgment of the City Council of the City of Riverdale, adopting the current editions of the various Codes would contribute to safety, assist in preserving the health, promoting the prosperity and improving the peace, order, comfort and convenience of the inhabitants of and visitors to the City of Riverdale and in protecting and preserving their property and well-being;

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF RIVERDALE:

Section 1. Adoption of Current Codes

Riverdale City hereby adopts the following codes, as currently adopted by the State of Utah, including all amendments and appendices:

1. The International Building Code (IBC), as amended.
2. The International Residential Code (IRC), as amended.
3. The International Fire Code (IFC), as amended.
4. The International Plumbing Code (IPC), as amended.
5. The International Mechanical Code (IMC), as amended.
6. The International Fuel Gas Code (IFGC), as amended.
7. The National Electrical Code (NEC), as amended.

Section 2. Title 9, Chapter 1, Section 1 of the Riverdale Municipal Ordinance Code is hereby amended by adopting current versions of the various codes as follows:

9-1-1. BUILDING CODES ADOPTED:

Those certain documents, two (2) copies of which are on file in the office of the community development administrator, being marked and designated as the International Building Code, 2018 current edition (including all Appendixes); International Residential Code, 2015 current edition; 2018 current edition of the International Residential Code; International Energy Conservation Code, 2015 current edition; and International Fuel Gas Code, 2018 current edition; International Existing Building Code, 2018 current edition (including all Appendixes); NFPA 225 Model Manufactured Home Installation Standard, 2005 current edition, Uniform Code for the Abatement of Dangerous Buildings, 1997 current edition; the International Mechanical Code, 2018 current edition; the commercial provisions of the 2018 current edition of the International Energy Conservation Code; the HUD code; International Fire Code, 2018 current edition; are hereby adopted as the building codes of the city for regulating the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings and structures in the city; providing for issuance of permits and collection of fees therefore; providing penalties for violation of such codes, declaring and establishing fire zones, and each and all of the regulations, provisions, penalties, conditions and terms of said codes published by the International Conference of Building Officials, on file in the office of the community development administrator, are hereby referred to, adopted, and made a part of this chapter as if fully set out in this chapter; provided, however, that the penalty for any violation of the above cited codes is a class B misdemeanor, punishable as is provided in section 1-4-1 of this code. (Ord. 903, 9-4-2018, Amd. Ord. 915, 4-2020, Amd. Ord. 985, 7-2024)

Section 3. Title 9, Chapter 2, Section 1 of the Riverdale Municipal Ordinance Code is hereby amended by adopting the current edition of the National Electrical Code. The amended Section 9-2-1 shall read as follows:

9-2-1: ELECTRICAL CODE ADOPTED:

The National Electrical Code (NEC), 2017 current edition, including the appendices thereto, establishing rules and regulations for the conduct of the business or trade of electricians and the installation, alteration, or repair of electric systems and other matters relating thereto, which has been printed as a code in book form, and copies of which have been filed for use and examination by the public in the Office of the Community Development Director (also available on the NFPA website), and the whole thereof, is hereby referred to, adopted, and made a part of this chapter as if fully set out herein. (Ord. 902, 9-4-2018, Amd. Ord. 985, 7-2024)

Section 4. Title 9, Chapter 3, Section 1 of the Riverdale Municipal Ordinance Code is hereby amended by adopting the current edition of the National Plumbing Code. The amended Section 9-3-1 shall read as follows:

9-3-1: PLUMBING CODE ADOPTED:

The international plumbing code, 2018 current edition, including the appendices thereto, establishing rules and regulations for the conduct of the business or trade of plumbing and the installation, alteration, or repair of plumbing and drainage systems and other matters relating thereto, which has been printed as a code in book form, and two (2) copies of which have been filed for use and examination by the public in the office of the community development director and the whole thereof, is hereby referred to, adopted, and made a part of this chapter as if fully set out herein. (Ord.915, 4-2020, Amd. Ord. 985, 7-2024)

Section 5. Automatic Adoption of Future Editions

Future editions of the codes listed in Section 1, as adopted and amended by the State of Utah, are hereby automatically adopted by Riverdale City, including any amendments, modifications, and appendices, effective on the date such codes are adopted by the State of Utah, unless the Riverdale City Council adopts a resolution or ordinance stating otherwise.

Section 6. Repealer. Any provision of the Riverdale Municipal Ordinance Code found to be in conflict with this ordinance is hereby repealed.

Section 7. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 8. All other terms and conditions as previously adopted remain in full force and effect unless specifically amended hereby.

Section 9. This ordinance shall take effect immediately as allowed by law.

PASSED, ADOPTED AND ORDERED POSTED this ____ day of August, 2024.

Braden Mitchell, Mayor

Attest:

Michelle Marigoni, City Recorder

VOTE:

Alan Arnold	_____	Yes	_____	No	_____	Absent
Bart Stevens	_____	Yes	_____	No	_____	Absent
Anne Hansen	_____	Yes	_____	No	_____	Absent
Michael Richter	_____	Yes	_____	No	_____	Absent
Stacey Haws	_____	Yes	_____	No	_____	Absent

**RIVERDALE CITY
CITY COUNCIL AGENDA
August 6, 2024**

AGENDA ITEM: G5

SUBJECT: Consideration to approve a new Local Consent application for Ichiban Sushi liquor license.

PRESENTER: Michelle Marigoni, City Recorder

INFORMATION:

- a. [Executive Summary](#)
- b. [Ichiban Application - redacted](#)

[BACK TO AGENDA](#)



City Council Executive Summary

For the Council meeting on:
August 6, 2024

Petitioner:
Michelle Marigoni

Summary of Proposed Action

Consideration to approve new Local Consent application for Ichiban Sushi liquor license at 1071 W Riverdale Road.

Summary of Supporting Facts & Options

Ichiban Sushi recently moved into the space previously occupied by BoatHaus, which also had a liquor license but closed unexpectedly. There are no proximity issues with the location and the background report has been completed by the PD, with no issues found and approval recommended. Local consent approval will allow the business to apply for a state liquor license.

Legal Comments – City Attorney

Steve Brooks, Attorney

Fiscal Comments – Business Administrator/Budget Officer

Cody Cardon,
Business Administrator

Administrative Comments – City Administrator

Steve Brooks,
City Administrator



REPORT OF THE RIVERDALE CITY POLICE DEPARTMENT

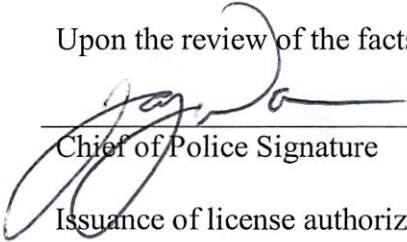
2024 – Ichiban Sushi Ogden, Inc.

Upon investigation of the enclosed application, I find the following facts:

1. General reputation of the applicant: Good
2. Character of the premises: Good
3. Character of the persons who frequent the premises: Good
4. Nature and kind of business conducted at the premises by applicant or anyone else:
Restaurant
5. Whether intoxicating liquors are or have been served or permitted to be drunk in said place, or by any person named in Paragraph 1 of application at any other place:
Yes
6. Whether said place is or has been conducted in an orderly, lawful and quiet manner:
Yes
7. The nature and kind of entertainment, if any, at said place: None
8. Whether gambling or dancing is or has been permitted or gambling devices displayed upon the premises, or by any person named in Paragraph 1 of application at any other place:
None
9. Proximity of such premises to any church or school: NA
10. Whether there is any grounds to believe any statement made in the application is untrue:
None
11. Any other information:

Upon the review of the facts, I recommend:

X APPROVAL DISAPPROVAL


Chief of Police Signature

07/31/24
Date

Issuance of license authorized _____ by City Council.

Date: _____

City Recorder

RIVERDALE CITY
APPLICATION FOR LIQUOR OR BEER LICENSE

NAME OF APPLICANT: Ichiban Sushi Ogden, Inc.

APPLICANT IS:

☐ A sole proprietorship (an individual)

☒ A corporation organized for profit

☐ A non-profit corporation

☐ An unincorporated association

If applicant is a partnership, list name of each general partner.

If applicant is a corporation (either profit or nonprofit), or an association, list name of each officer, showing his title.

NAME

TITLE

Ting Ting Feng

President

TYPE OF LICENSE APPLIED FOR

____ CLASS "A" LIQUOR

____ CLASS "B" LIQUOR

☒ CLASS "C" LIQUOR - Restaurant

____ CLASS "D" LIQUOR

____ CLASS "A" BEER

____ CLASS "B" BEER

____ CLASS "C" BEER

____ CLASS "D" BEER

ADDRESS OF PROPOSED LICENSED PREMISES: 1071 W. Riverdale Rd.
Riverdale, UT 84405

ZONE OF PROPOSED LICENSED PREMISES: Commercial - C3

If applicant is a non profit corporation, provide the following information:

Name of individual, partnership or corporation with whom nonprofit corporation has or intends to contract with for else of proposed licensed premises and management or operation of business for which license is sought, together with the name of each general partner and officer thereof, where applicable:

NAME

TITLE

_____	_____
_____	_____
_____	_____

HAS APPLICANT EVER HELD A LIQUOR OR BEER LICENSE ISSUED BY RIVERDALE CITY OR ANY OTHER LOCAL GOVERNMENT? IF SO, PROVIDE COMPLETE DETAILS:

No.



SCHEDULE "A"
APPLICATION FOR LIQUOR OR BEER LICENSE

Full Name Feng Tingting
LAST FIRST MIDDLE

PERMANENT RESIDENCE ADDRESS [REDACTED]

Salt Lake City, UT 84121

OCCUPATION OR BUSINESS Director

BUSINESS ADDRESS 1071 W. Riverdale Rd. Riverdale, UT 84405

DATE OF BIRTH [REDACTED] PLACE OF BIRTH China

DRIVER'S LICENSE NUMBER [REDACTED] STATE Utah

CITIZENSHIP U.S citizen SS# [REDACTED]

List all felonies and misdemeanors (other than minor traffic offenses – you must list any driving under the influence or public intoxication violations) to which you have pleaded guilty or no contest, forfeited bail, or of which you have been convicted within the past **10 years**:

****If you do not have any, please indicate by writing NONE.**

DATE OF OFFENSE	PLACE OF OFFENSE	NATURE OF CHARGE	FINE &/OR SENTENCE
<u>None</u>			

List three character references other than blood relatives:

NAME	ADDRESS, CITY & STATE	PHONE NUMBER	OCCUPATION
1. <u>Zeng Lin</u>	<u>[REDACTED] Murray, UT</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
2. <u>Kyle Yeh</u>	<u>[REDACTED] Westpoint, UT</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>
3. <u>Yaosen Lin</u>	<u>[REDACTED] SLC, UT</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

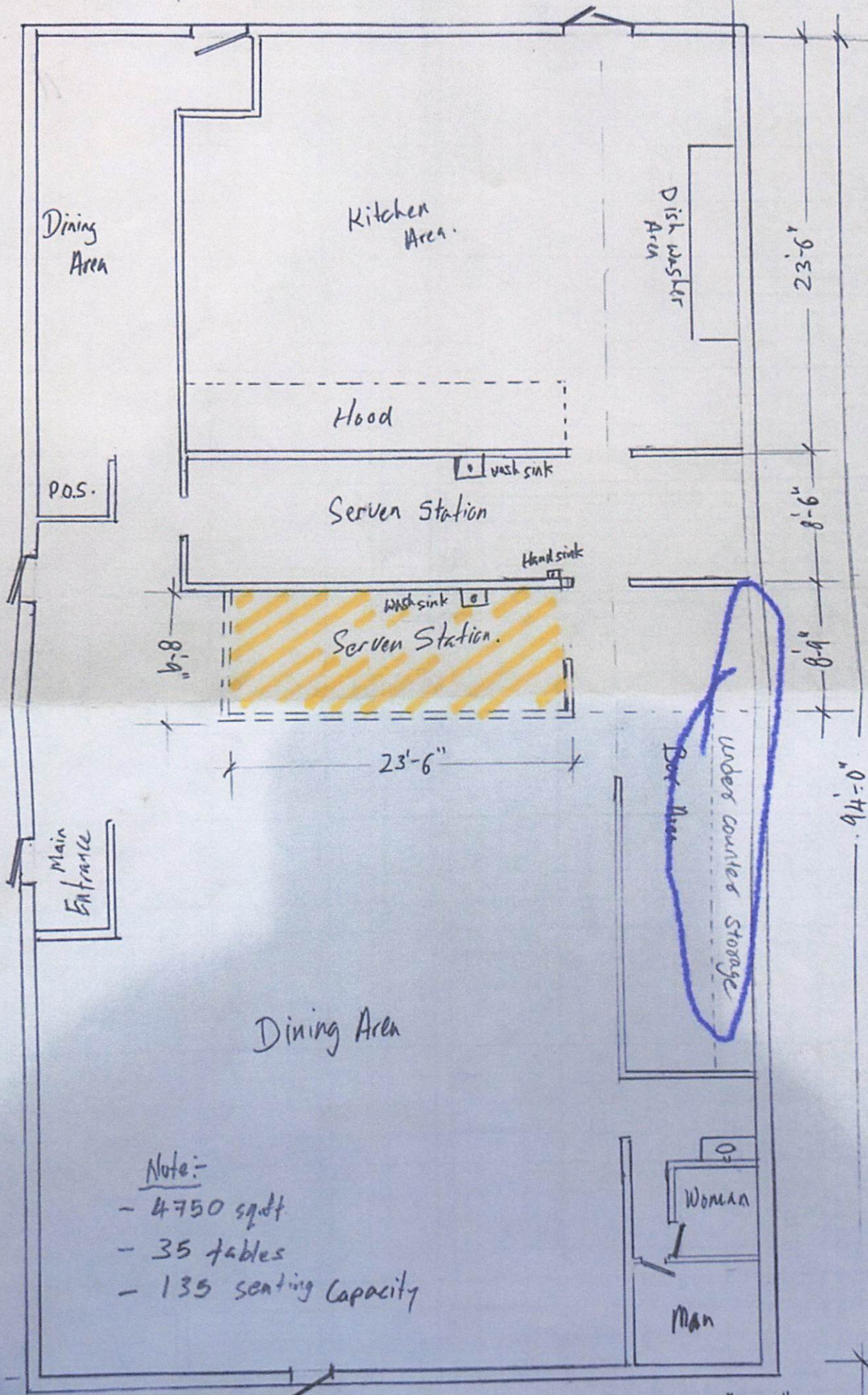
The undersigned hereby represents that the above information is true and correct.

Date: 07/22/2024

**SCHEDULE B
TO
APPLICATION FOR LIQUOR OR BEER LICENSE**

**PROVIDE HEREON A DETAILED DIAGRAM TO SCALE FO THE PROPOSED
LICENSED PREMISES:**

See attached.



**DEFINITIONS OF BEER AND LIQUOR LICENSES AS PER RIVERDALE CITY
CODE TITLE 3: LIQUOR CONTROL §3-2-1:**

A. Class A Liquor License; Single Event Permit: Authorizes the licensee, which shall be a bona fide corporation, church, political organization or incorporated association or a recognized subordinate lodge, chapter or other local unit and which is conducting a convention, civic or community enterprise, to store, sell, service and consume liquor for a period not to exceed seventy two (72) consecutive hours in strict compliance with the Utah alcoholic beverage control act of 1990. No more than two (2) special event permits shall be issued to the same group in any calendar year.

B. Class B Liquor License; Package Agency: Authorizes the licensee to operate a "package agency", as defined by the Utah alcoholic beverage control act of 1990, in strict compliance with said act, upon the licensed premises.

C. Class C Liquor License; Restaurant: Authorizes the licensee to sell liquor on premises occupied by a restaurant, in strict compliance with the Utah alcoholic beverage control act of 1990, and upon the licensed premises.

D. Class D Liquor License; Private Club: Authorizes the licensee to sell liquor on premises occupied by a private club in strict compliance with the Utah Alcoholic Beverage Control Act of 1990 and Utah Code Annotated section 16-6-18 et seq., upon the licensed premises.

E. Class A Beer License; Off-Premises: Authorizes the licensee to sell beer on the licensed premises in original containers for consumption off the licensed premises.

F. Class B Beer License; Restaurant: Authorizes the licensee to sell beer on the licensed premises occupied by a restaurant in the original containers for consumption either on or off the licensed premises; or in open containers in any size not exceeding two (2) liters and in strict compliance with the Utah Alcoholic Beverage Control Act of 1990.

G. Class C Beer License; Tavern Or Private Club ¹⁰: Authorizes the licensee to sell beer on the licensed premises occupied by a tavern or private club on draft or in open containers in any size not exceeding two (2) liters or in the original containers for consumption either on or off the licensed premises and in strict compliance with the Utah Alcoholic Beverage Control Act of 1990.

H. Class D Beer License; Temporary: Authorizes the licensee to sell beer on the licensed premises on draft or in open containers in any size not exceeding two (2) liters or in the original containers for consumption on the licensed premises for a period not to exceed thirty (30) days and in strict compliance with the Utah Alcoholic Beverage Control Act of 1990.

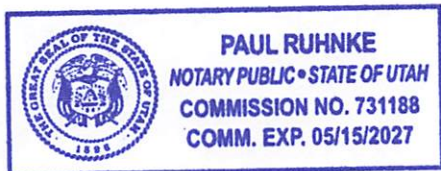
STATE OF UT }
COUNTY OF Weber }

The undersigned, being first duly sworn on oath, deposes and says that
Tingting Feng has read the foregoing application For Liquor or
Beer license and the contents thereof are true and correct to the best of my knowledge and
belief.

Dated this 25 day of July, 20 24

Tingting Feng

Subscribed and sworn before me this 25 day of July, 20 24



[Signature]
Notary Public

Ogden, UT
Residing at:

05/15/2027
My commission expires :

A single copy of this affidavit shall be submitted as the final page of the application. It shall be signed by the owner of a sole proprietorship, the managing general partner of a partnership, or the president of a corporation or association. By signing, the signer is swearing that the contents of the entire application are true.



Utah Department of Commerce
Division of Corporations & Commercial Code
160 East 300 South, 2nd Floor, PO Box 146705
Salt Lake City, UT 84114-6705
Service Center: (801) 530-4849
Toll Free: (877) 526-3994 Utah Residents
Fax: (801) 530-6438
Web Site: <http://www.commerce.utah.gov>

07/23/2024
13831765-014207232024-570797

CERTIFICATE OF EXISTENCE

Registration Number: 13831765-0142
Business Name: ICHIBAN SUSHI OGDEN, INC.
Registered Date: February 13, 2024
Entity Type: Corporation - Domestic - Profit
Status: Current

The Division of Corporations and Commercial Code of the State of Utah, custodian of the records of business registrations, certifies that the business entity on this certificate is authorized to transact business and was duly registered under the laws of the State of Utah. The Division also certifies that this entity has paid all fees and penalties owed to this state; its most recent annual report has been filed by the Division (**unless Delinquent**); and, that Articles of Dissolution have not been filed.



Adam Watson

Adam Watson
Director
Division of Corporations and Commercial Code

Profit Corporation
ARTICLES OF INCORPORATION
OF
ICHIBAN SUSHI OGDEN, Inc.

The undersigned persons, acting as incorporators under the Utah Revised Business Corporation Act, adopt the following Articles of Incorporation for such Corporation:

Article I
Corporate Name

The name of the corporation is ICHIBAN SUSHI OGDEN, Inc.

Article II
Purpose

Managing a full service Asian food restaurant.

The corporation shall further have unlimited power to engage in and do any lawful act concerning any and all lawful business for which corporations may be organized under the Utah Revised Business Corporation Act and any amendments thereto.

Article III
Capital Stock

Class of Shares	Number of Shares
Common	1000
Preferred	0



State of Utah
Department of Commerce
Division of Corporations & Commercial Code

This certifies that this registration has been filed and approved on 13, February 2024 in the office of the Division and hereby issues this Certification thereof.

L. Veillette

Leigh Veillette
Division Director

Article IV
Name and Address of Registered Agent

The address of the corporation's initial registered office shall be:

9137 S. MONROE PLAZA WAY STE B
SANDY, UT 84070

The corporation's initial registered agent at such address shall be:

TING TING FENG

Article V
Names and Addresses of Incorporators

The name(s) and address(es) of the incorporators are:

Incorporator #1
TING TING FENG
9137 S. MONROE PLAZA WAY STE B
SANDY, UT 84070
TING TING FENG
Signature

In Witness Whereof I / We have executed these Articles of Incorporation on 13 February, 2024 and say:

That they are all incorporators herein; that they have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of their knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters they believe to be true.

Article VI
Names and Addresses of Officers and Directors

The name(s) and address(es) of each officer and director:

President #1
TING TING FENG
9137 S. MONROE PLAZA WAY STE B
SANDY, UT 84070
TING TING FENG
Signature

Treasurer #1
TING TING FENG
9137 S. MONROE PLAZA WAY STE B
SANDY, UT 84070
TING TING FENG
Signature

Director #1
TING TING FENG
9137 S. MONROE PLAZA WAY STE B
SANDY, UT 84070
TING TING FENG
Signature

Article VII
Principal Place of Business

The street address of the principal place of the business is:

1071 W RIVERDALE ROAD
RIVERDALE, UT, 84405

Article VIII

The duration of the corporation shall be PERPETUAL

Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

StateFoodSafety

Food Safety Training & Certification



Certificate of Training

Awarded to

Yao sen Lin

For successfully completing the

State of Utah Alcohol Server Course

Alcohol Training approved by the Utah Department of Human Services

1f39h3-k1291bk

Certificate Verification Number
Verify at www.statefoodsafety.com/Verify

Jul 1, 2024

Issue Date (valid for 3 years)

John Comly
CEO, StateFoodSafety
225 E Robinson St Orlando, FL



Scan with a smart device to verify.

Congratulations!

You have successfully completed the StateFoodSafety Online
Alcohol Server Training Course.

This certificate provides proof of training for the State of Utah.

Please retain a copy for your records.

Utah Department of Human Services
195 North 1950 West
Salt Lake City, Utah 84116

StateFoodSafety

Food Safety Training & Certification





Certificate of Training

Awarded to

Ting ting Feng

For successfully completing the

State of Utah Alcohol Server Course

Alcohol Training approved by the Utah Department of Human Services

1f32kk-k12176d

Certificate Verification Number
Verify at www.statefoodsafety.com/Verify

Jun 30, 2024

Issue Date (valid for 3 years)

John Comly
CEO, StateFoodSafety
225 E Robinson St Orlando, FL



Scan with a smart device to verify.

Congratulations!

You have successfully completed the StateFoodSafety Online
Alcohol Server Training Course.
This certificate provides proof of training for the State of Utah.

Please retain a copy for your records.

Utah Department of Human Services
195 North 1950 West
Salt Lake City, Utah 84116





Certificate of Training

Awarded to

Tsung Han Yeh

For successfully completing the

State of Utah Alcohol Server Course

Alcohol Training approved by the Utah Department of Human Services

1f39j4-k1292hk

Certificate Verification Number
Verify at www.statefoodsafety.com/Verify

Jul 1, 2024

Issue Date (valid for 3 years)

John Comly
CEO, StateFoodSafety
225 E Robinson St Orlando, FL



Scan with a smart device to verify.

Congratulations!

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Alcohol Server Training Course.
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Please retain a copy for your records.

Utah Department of Human Services
195 North 1950 West
Salt Lake City, Utah 84116





Certificate of Training

Awarded to

pi lan liang

For successfully completing the

State of Utah Alcohol Server Course

Alcohol Training approved by the Utah Department of Human Services

1f31g4-k11kh1f

Certificate Verification Number
Verify at www.statefoodsafety.com/Verify

Jun 30, 2024

Issue Date (valid for 3 years)

John Comly
CEO, StateFoodSafety
225 E Robinson St Orlando, FL



Scan with a smart device to verify.

Congratulations!

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Alcohol Server Training Course.

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Utah Department of Human Services
195 North 1950 West
Salt Lake City, Utah 84116

