



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 Anne Hansen
- **C.** Invocation TBA

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. Promotions Police and Fire Departments
- 3. Swearing in of new police officer Meg'n Foster
- 4. Presentation by Davis & Weber Counties Canal Company
- 5. City Administration Report
 - a. Department Reports June
 - b. July Anniversaries Employee Recognition
 - c. Staffing Authorization Plans
 - d. Community Development Report

F. Consent Items

- 1. Consideration to appoint Laura Hilton and Jason Francis to the Riverdale City Planning Commission
- 2. Consideration to approve meeting minutes from:

June 17, 2025 Council Work Session

June 17, 2025 Council Meeting

G. Action Items

1. Consideration of Resolution #2025-26 awarding a bid to Black Forest Paving in an amount not to exceed \$1,084,636.85.

Presenter: Shawn Douglas

2. Consideration of Resolution #2025-27 awarding a bid to Hansen Planning Group for a comprehensive development code update.

Presenter: Brandon Cooper

3. Consideration of Ordinance #996 amending Title 4, Chapter 5 of the Riverdale City Code to clarify enforcement options for nuisance violations.

Presenter: Casey Warren

4. 2030 Committee meeting discussion.

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 11th day of July 2025 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 July 15, 2025 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



City Council Work Session Meeting, June 17, 2025

Minutes of the **Work Session** of the **Riverdale City Council** held Tuesday June 17, 2025, 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: Alan Arnold, Councilmember / Mayor pro tem

Bart Stevens, Councilmember Anne Hansen, Councilmember Michael Richter, Councilmember Stacey Haws, Councilmember

City Employees: Steve Brooks, City Administrator/Attorney

Cody Cardon, Business Administrator

Casey Warren, Police Chief

Brandon Cooper, Community Development Director Stacey Comeau, Human Resources Director Shawn Douglas, Public Works Director Rich Taylor, Community Services Director

Michelle Marigoni, City Recorder

Excused: Braden Mitchell, Mayor

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

Public Comment:

Michelle Marigoni reported there was public comment received in writing, which would be read aloud during the meeting.

Presentations and Reports:

1. Mayor's Report

2. City Administration Report

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

3. Farmer's Market Proposal

Another company has approached the city with a proposal to run a farmer's market this year. They currently run them for Sunset, Syracuse and West Point. They claim to advertise differently and have access to more different types of vendors. They feel the markets take a couple of years to really catch on and they are committed to see it through. The park has been busier this year with the new playground, which could contribute to more foot traffic for the farmer's market.

Consent Items

1. Consideration to approve meeting minutes from:

June 3, 2025 Council Work Session June 3, 2025 Council Meeting

Mayor pro tem Arnold asked if there were any changes to the minutes. There were none.

Action Items

- 1. Public Hearing to receive and consider public comments regarding the following:
 - a. Nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's Water Fund.
 - Mr. Cardon noted this is the transfer for water used in the parks, etc.

- 2. Consideration of Resolution #2025-21 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 \$100,000.
- 3. Consideration of #2025-22 accepting Riverdale City's Certified Property Tax Rate as calculated by the Weber County Auditor.

Cody Cardon reported the new tax rate, which changed from 0.001425 to 0.001406 which was not available until late Thursday.

4. Consideration of Resolution #2025-23 adopting the Riverdale City Budget for Fiscal Year 2026 (2025-2026).

Mr. Cardon noted the public hearing was held on June 3, and there were only adjustments based on the certified tax rate since then.

5. Consideration of Resolution #2025-24 adding Personnel Policy 9-20 Americans with Disabilities Act (ADA) to the Personnel Policy Handbook.

Stacey Comeau noted there were some changes suggested by Councilmember Hansen and handed out a revised version. Mr. Brooks agreed with the changes and advised to include the amendment in the motion if the council agrees.

6. Consideration of Resolution #2025-25 renewing an Exclusive Towing Agreement with Stauffer's Towing.

Chief Warren explained this is the same agreement with another two-year extension. Riverdale has used Stauffer's for over a decade, and it has been a good partnership with quality services. Most cities have started using contracted services rather than the previous rotation through dispatch. There is no financial component for the city.

7. Consideration of Ordinance #995 amending Riverdale City Code Title 10, Chapter 8 – Agricultural Zones (A-1, A-2).

Brandon Cooper reported there was a public hearing held during the June 10 Planning Commission meeting. The zone has been historically a "catch all" and this amendment defines agricultural uses more clearly.

8. Discussion regarding July 1, 2025 City Council meeting.

Mr. Brooks said there is nothing time-sensitive for the meeting. The first meeting in July is often cancelled due to the July 4th holiday and Old Glory Days. Councilor Haws suggested deciding tonight but not cancelling until the normal date of noticing.

Councilor Arnold suggested moving Stauffer's and the ADA items to the beginning of the meeting.

Comments

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

Adjournment

Having no further business to discuss, the Work Session was adjourned at 6:00 p.m.

Date Approved:



Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, June 17, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: City Council: Alan Arnold, Councilmember / Mayor pro tem

Bart Stevens, Councilmember Anne Hansen, Councilmember Michael Richter, Councilmember Stacey Haws, Councilmember

City Employees: Steve Brooks, City Administrator/Attorney

Cody Cardon, Business Administrator

Casey Warren, Police Chief

Brandon Cooper, Community Development Director Stacey Comeau, Human Resources Director Shawn Douglas, Bublic Works Director

Shawn Douglas, Public Works Director Rich Taylor, Community Services Director Michelle Marigoni, City Recorder

Excused: Braden Mitchell, Mayor

Visitors: Chuck Stauffer

James Purin Julie Purin

Deann and Matt (Farmer's market)

Welcome & Roll Call

The City Council meeting began at 6:00 p.m. Mayor pro tem Arnold 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

Councilmember Arnold invited members of the public to speak.

James Purin from Ogden spoke in opposition to Ordinance #995, amending Riverdale City Code Title 10, Chapter 8, regarding agricultural zones (A-1, A-2). He noted his property was annexed from Ogden City to Riverdale for development purposes, originally zoned M-1, but later changed to A-1. He expressed concern that the proposed amendment to A-1 zoning, particularly regarding cluster subdivisions, limits his property's development options. Purin mentioned ongoing discussions with Brandon Cooper since November 2024 about rezoning his property for residential use, including smaller lots for affordable housing. He was surprised by the proposed A-1 amendment, as it appeared to restrict options without prior discussion of rezoning. He emphasized the annexation was intended to provide services for development and requested the council consider this history.

Public comment was received in writing from one resident. The city recorder read the comment aloud as received by email [sic]:

Hello,

My name is Cassidee Anderson and I live in Riverdale. I am reaching out hopefully to the correct person regarding the idea of 2 developments that I feel would be useful and beneficial to Riverdale city. I would attend a city meeting however, I work the days and times they are held. So I have resorted to email. I hope my email reaches the appropriate person. I'd be more than happy to email anyone else I nah need to.

First being, I would like to see a gym built in Riverdale. More specifically a Vasa. We are forced to chose Clinton city or Ogden near 12th street daily which adds a lot of time to commute when this time and money could be funding our own city.

Second I would like to see more EV chargers. Ideally a few free ones or a Tesla supercharger. The nearest supercharger is in Farr West or Salt Lake City. This may need to reach Tesla as well but with their dealership in, it would be ideal to have a supercharger near. There are some cities around (Farmington city for example) that provide free slow chargers. That would be a very kind thing to see tax dollars go towards. Thank you

No further public comments were received.

Presentations and Reports

1. Mayor's Report

2. City Administration Report

- a. Department Reports May
- b. June Anniversaries Employee Recognition
- c. Staffing Authorization Plans
- d. Community Development Report
 - Department Reports: Steve Brooks noted that May department head reports were included in the council packet. No questions were raised.
 - Sales Tax Update: Year-to-date sales tax is slightly behind 2022 but ahead of 2023 and 2024. Despite a
 bank's forecast of lower sales in the coming year, trends remain encouraging.
 - General Fund: At 90% through the fiscal year, general fund revenue is in good shape, with most departments at or below 92% of budgeted expenditures. Community Development and Community Services are slightly above due to current projects but are expected to stabilize.
 - Employee Recognition: No anniversaries were noted, but Rich Taylor (11 years) and Michelle Marigoni (4 years) were recognized for their service.
 - Staffing Updates: A new female police officer was hired, currently in field training. Police and Fire Department restructuring was noted, with swearing-in ceremonies planned for next month.
 - Community Development Report: Brandon Cooper reported ongoing projects, including America First's hillside work, which is progressing well. A roundabout project faced a setback due to elevation issues with cement work, requiring replacement, but is back on track. Panera's target opening of early July is likely delayed, and Trader Joe's is projected for August, though their sales tax license lists December. No new development applications are pending. Regarding a gym, no inquiries have been received for the RC Willey building or other sites. The West Bench roundabout was fully replaced due to elevation issues, causing delays but not attributed to city fault.

Farmer's Market Proposal

Matthew, representing a group that runs farmer's markets in Syracuse, West Point, and Sunset, proposed restarting a farmer's market in Riverdale, following the previous operator's withdrawal. They anticipate 35 to 40 vendors weekly, larger than the prior market's 18 to 20 vendors. The proposed season is July to October, starting after the 4th of July. Parking concerns were raised due to the fire station lot being off-limits and increased crowds from new playground equipment and splash pad. The council noted a planned outdoor classroom in the area for next year, which may impact space. No action was required; the group was directed to work with city staff to finalize plans.

Consent Items

1. Consideration to approve meeting minutes from:

June 3, 2025 Council Work Session June 3, 2025 Council Meeting

Mayor pro tem Arnold asked if there were any changes to the minutes.

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

Action Items

Councilor Arnold noted the amended the order of the agenda to allow items 5 and 6 (towing contract and ADA policy) to be addressed before the budget items.

1. Consideration of Resolution #2025-25 renewing an Exclusive Towing Agreement with Stauffer's Towing.

Chief Warren highlighted Stauffer's Towing's 15-year partnership, emphasizing their prompt service during traffic accidents and reliability for residents. Chuck, the point of contact, is available 24/7. Stauffer's supports city events, including parades, and provides vehicles for fire department extrication training. The agenda listed the resolution as #2025-24, but the correct number, #2025-25, was clarified.

Motion: Councilmember Haws moved to approve Resolution #2025-25 authorizing an exclusive towing agreement with Stauffer's Towing, amending the resolution number from #2025-24.

Second: Councilmember Stevens

There was no discussion on the motion.

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

2. Consideration of Resolution #2025-24 adding Personnel Policy 9-20 Americans with Disabilities Act (ADA) to the Personnel Policy Handbook.

Stacey Comeau noted the policy was added following an audit revealing its absence. It ensures reasonable accommodation, establishes a clear process for requests, and complies with federal and state laws. Councilmember Hansen proposed amendments, provided during the work session

Motion: Councilmember Richter moved to approve Resolution #2025-24 adding Personnel Policy 9-20 Americans with Disabilities Act (ADA) to the Personnel Policy Handbook with amendments provided in the work session.

Second: Councilmember Hansen

There was no discussion on the motion.

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

- 3. Public Hearing to receive and consider public comments regarding the following:
 - a. Nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's Water Fund.

MOTION: Councilmember Haws moved to open the public hearing. Councilmember Hansen seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor. The public hearing was open at 6:33 p.m.

No public comments were made.

MOTION: Councilmember Haws moved to close the public hearing. Councilmember Hansen seconded the motion. There was not any discussion regarding this motion, which passed unanimously in favor. The public hearing was closed at 6:33 p.m.

4. Consideration of Resolution #2025-21 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 \$100,000.

Cody Cardon explained the resolution approves a \$100,000 transfer for water utilization by the General Fund. Councilmember Haws noted the importance of monitoring city water usage, referencing past issues with unmetered park water.

Motion: Councilmember Haws moved to approve Resolution #2025-21 approving the nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's water fund.

Second: Councilmember Richter

There was no discussion on the motion.

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

Motion passes unanimously.

Consideration of #2025-22 accepting Riverdale City's Certified Property Tax Rate as calculated by the Weber County Auditor.

Cody Cardon noted the certified tax rate was updated during the meeting due to Weber County's delayed revisions. He suggested the motion be made to accept the rate as reported, or the final rate determined by the county and state.

Motion: Councilmember Haws moved to approve Resolution #2025-22 adopting the tax rate of 0.001406 for FY2026, or the final rate determined by the county and state.

Second: Councilmember Stevens

There was no discussion on the motion.

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

Consideration of Resolution #2025-23 adopting the Riverdale City Budget for Fiscal Year 2026 (2025-2026)

The budget was adjusted to reflect the certified tax rate provided, with flexibility to align with the final rate.

Motion: Councilmember Haws moved to approve Resolution #2025-23 adopting the Riverdale City Budget for Fiscal Year 2026 (2025-2026), including salaries for Riverdale City employees, and revenues adjusted with the certified tax rate if necessary, based on the final certified tax rate.

Second: Councilmember Hansen

There was no discussion on the motion.

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

Consideration of Ordinance #995 amending Riverdale City Code Title 10, Chapter 8 – Agricultural Zones (A-1, A-2)

Mr. Cooper explained the ordinance aligns zoning with the general plan, removing cluster subdivisions from A-1 to prevent residential development in agricultural zones without rezoning. Cluster subdivisions require 25+ single-family units and 15 acres, with a minimum lot size of 27,000 square feet in A-1. The amendment removes incompatible uses (e.g., cemeteries, private parks) and adds "non-commercial" to corrals/stables in A-1. The Planning Commission unanimously recommended approval on June 10, 2025, with no public comment. Discussion addressed Mr. Purin's concerns, noting no pending applications and ongoing rezoning talks. Councilmember Stevens proposed removing "non-commercial" from corrals/stables, citing overreach for smaller lots.

Motion: Councilmember Haws moved to approve Ordinance #995 amending Riverdale City Code Title 10, Chapter 8 – Agricultural Zones (A-1, A-2) with an amendment to remove the word "non-commercial" from section 10-8-2.

Second: Councilmember Arnold

There was no discussion on the motion.

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

Passes 4 in favor and 1 opposed.

8. Discussion regarding July 1, 2025 City Council meeting.

Steve Brooks proposed canceling the meeting due to Old Glory Days events (Riverdale Band and movie in the park). The council agreed to cancel, with plans to wear city shirts at the events. A decision will be emailed if changes arise.

Comments

Mr. Brooks expressed appreciation for the council's support, noting the demanding budget season and upcoming staff training on July 16, 2025, where raises will be announced.

Adjournment

Having no further business to discuss, Councilmember Haws moved to adjourn the meeting. Councilmember Arnold seconded the motion. The meeting was adjourned at 7:14 p.m.

Date Approved:



TRANSMITTAL

Body: City Council

Topic: Hillside Clearing & Pipe Replacement Project – *INFORMATIONAL ONLY*

Davis & Weber Counties Canal Company

Department: Community Development

Director: Brandon Cooper

Staff/Presenter: Rick Smith; Jonathan Frazier

Contact: <u>bcooper@riverdalecity.com</u>

Executive Summary

In June 2025, the Davis & Weber Counties Canal Company (DWCCC) met with Riverdale City to discuss their upcoming Hillside Clearing & Pipe Replacement Project, located on the on the south side of the city between South Weber Drive and 1150 W.

The Davis & Weber Counties Canal Company Penstock Piper were originally installed between 1910 and 1912 in partnership with Utah Power and Light (UP&L) to generate hydroelectric power. Power generation ceased in 1974, and the pipes now serve as an emergency overflow system for DWCCC. At 115 years old, the pipes have reached the end of their service life and must be replaced. The project will occur in two phases:

- Phase 1: Tree and vegetation removal JULY 2025 TO OCTOBER 2025
- Phase 2: Pipe replacement OCTOBER 2025 TO APRIL 2026

Representatives from DWCCC and JUB Engineering desire to inform the City Council about the details of the upcoming project.

Requested Timeline:

City Council Meeting - July 15, 2025

Potential Actions:

Informational only; no action



Tree Clearing Area

Concrete Channel

Penstock Pipe

— DWCCC Canal

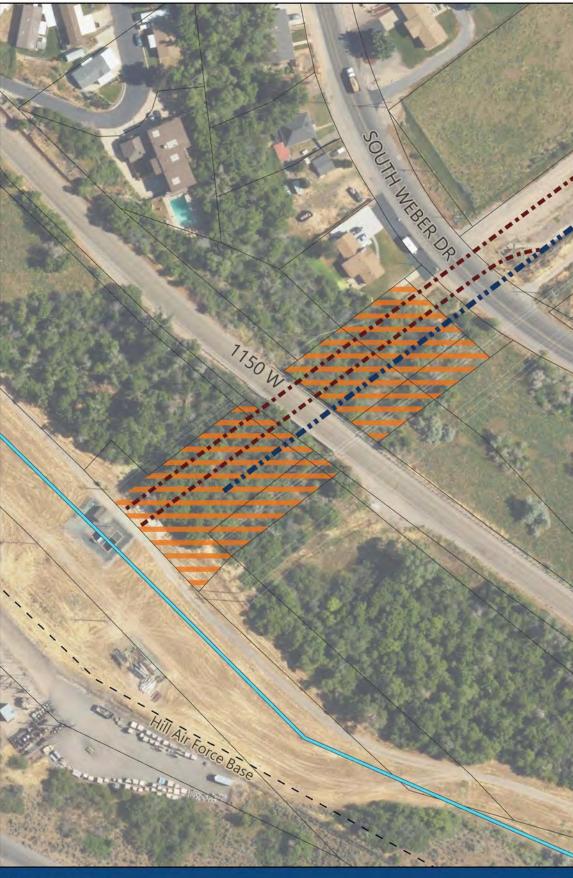
The Davis & Weber Counties Canal Company (DWCCC) Penstock Pipes were originally installed between 1910 and 1912 in partnership with Utah Power & Light (UP&L) to generate hydroelectric power. Power generation ceased in 1974, and the pipes now serve as an emergency overflow system for DWCCC. At 115 years old, the pipes have reached the end of their service life and must be replaced. The replacement project will occur in two phases:

Phase 1: Tree removal (July 2025 to October 2025) Phase 2: Pipe replacement (October 2025 to April 2026)

Thank you for your patience during this important infrastructure upgrade.







HILLSIDE CLEARING & PIPE REPLACEMENT PROJECT

Davis & Weber Counties Canal Company



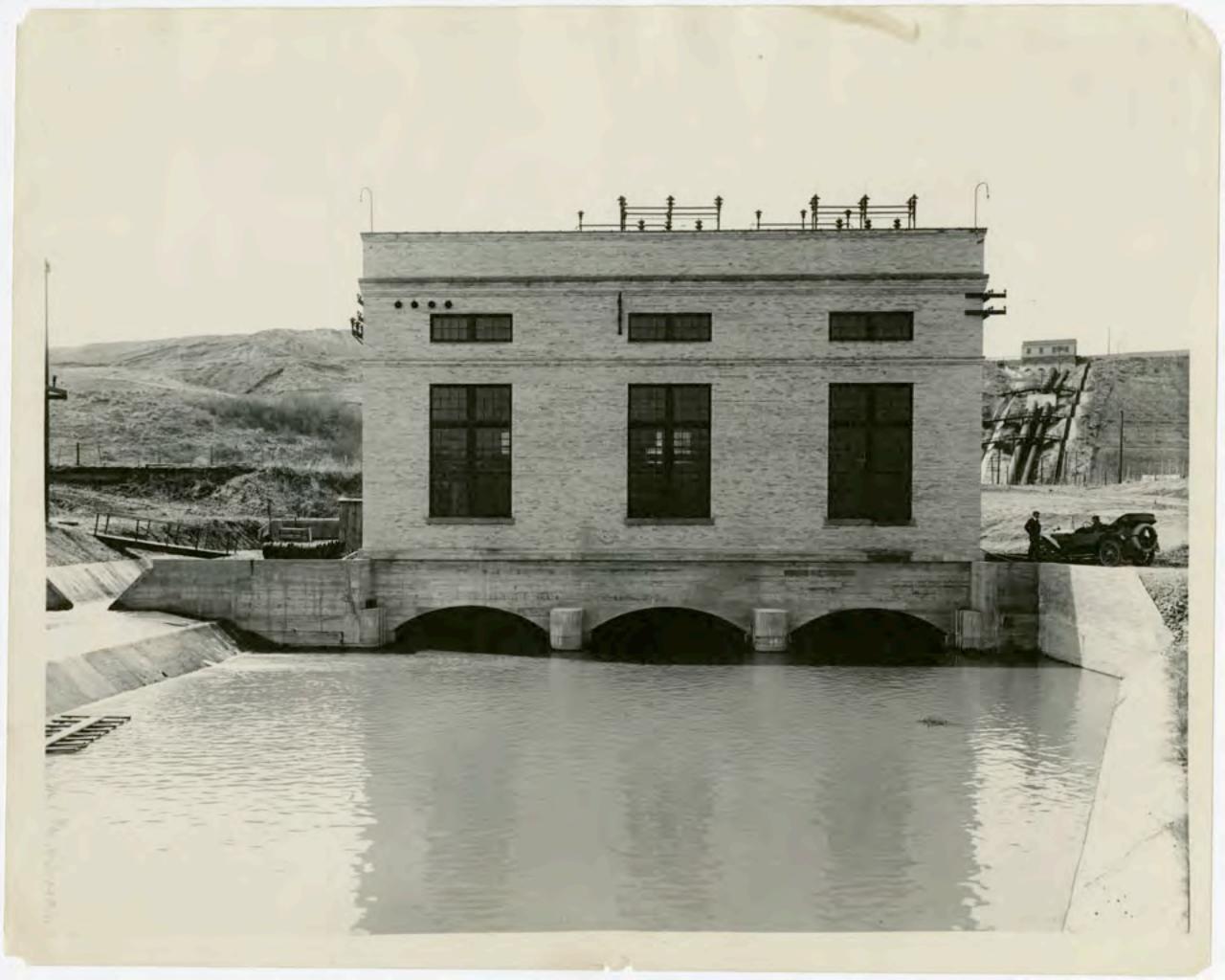




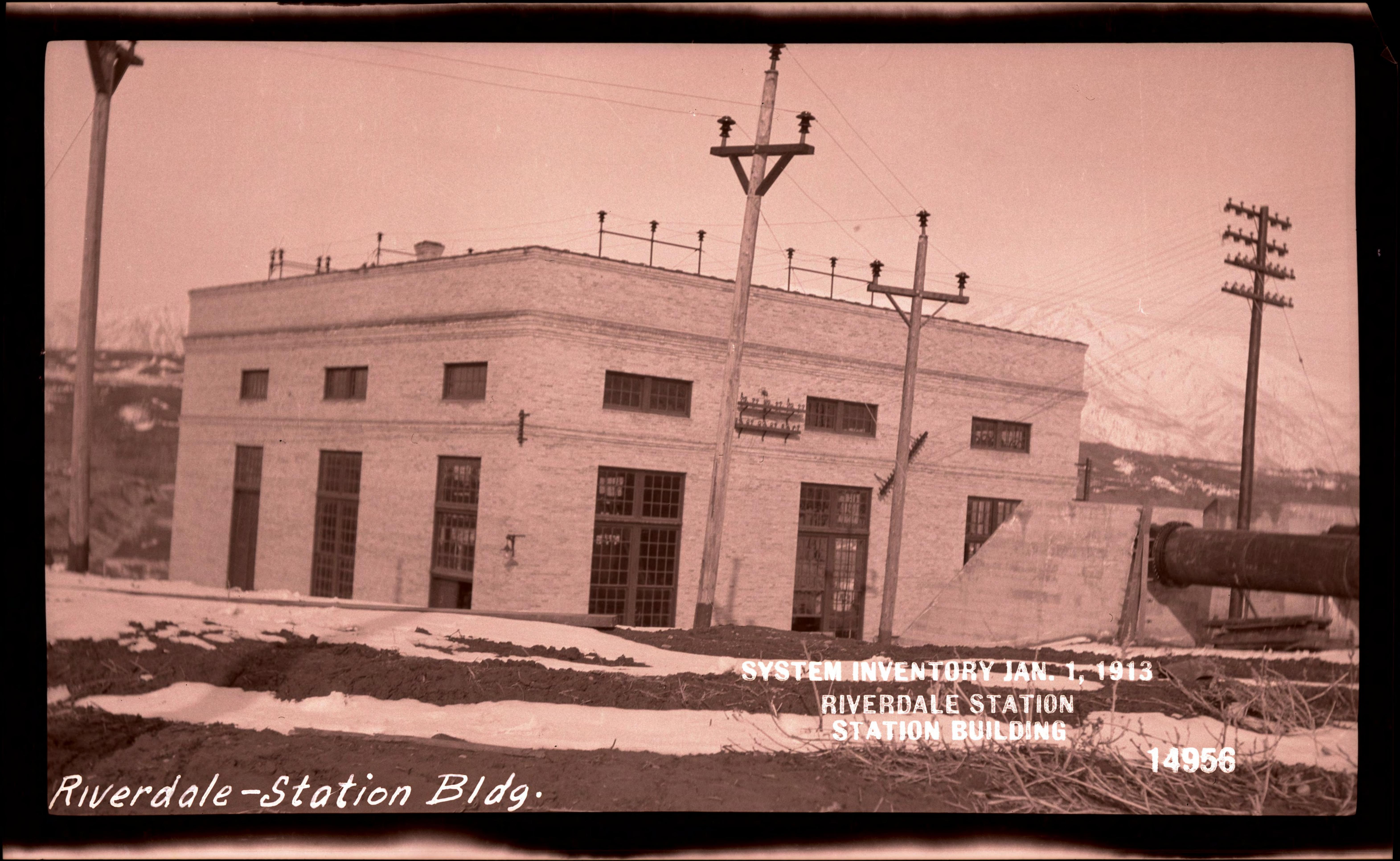
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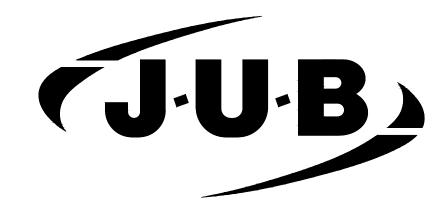
DAVIS AND WEBER COUNTIES CANAL COMPA PENSTOCK IMPROVEMENTS PHASE 1: TREE REMOVAL

RIVERDALE, UTAH

Sheet List Table			
Sheet Number	Sheet Title		
	GENERAL		
G-001	COVER SHEET		
G-002	VICINITY MAP		
G-003	GENERAL NOTES		
G-004	LEGEND AND SYMBOLS		
CIVIL			
C-101	PROJECT ACCESS AND STAGING AREAS		
C-102	TREE REMOVAL PLAN		

PROJECT NO. 55-22-020 MAY 2025

BID SET



Engineers • Surveyors • Planners









OTHER J-U-B COMPANIES

466 North 900 West, Kaysville, Utah 84037 Phone: 801.547.0393 Fax: 801.547.0397 www.jub.com

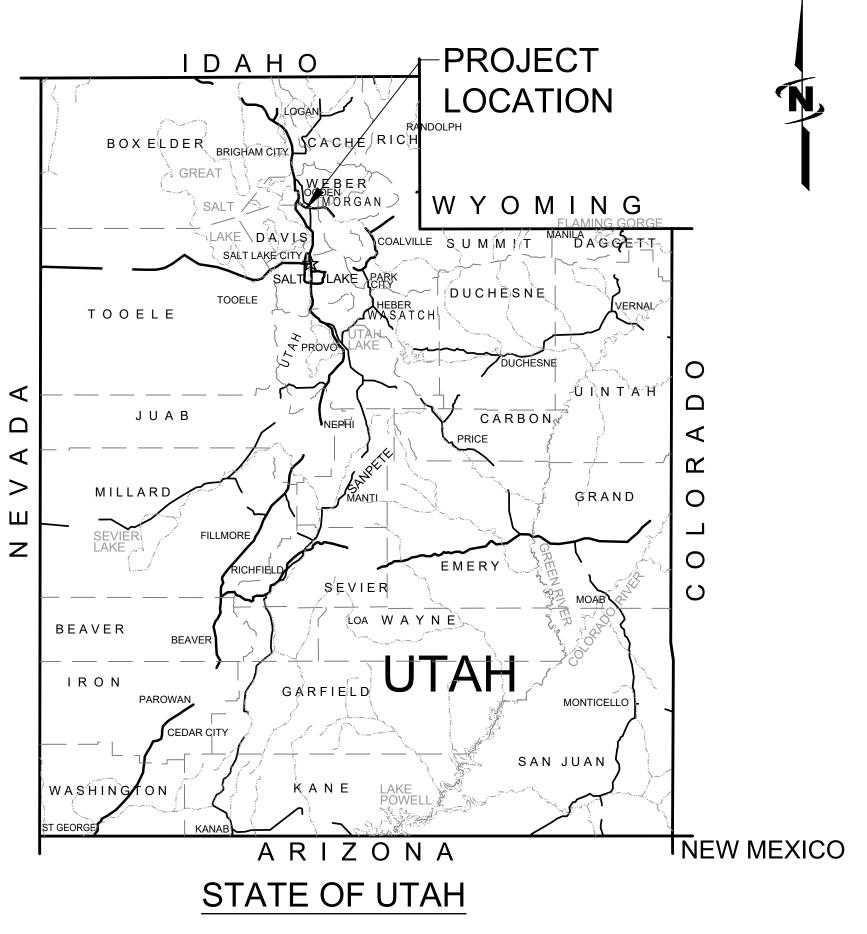
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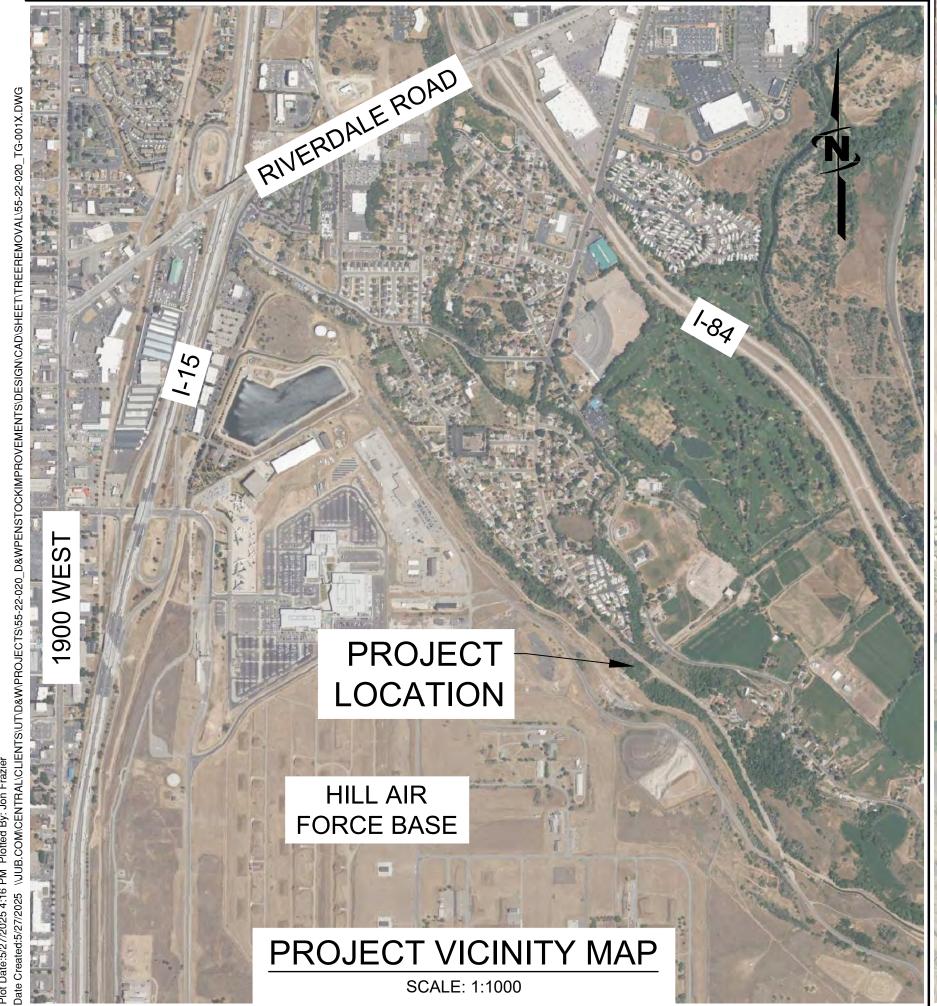
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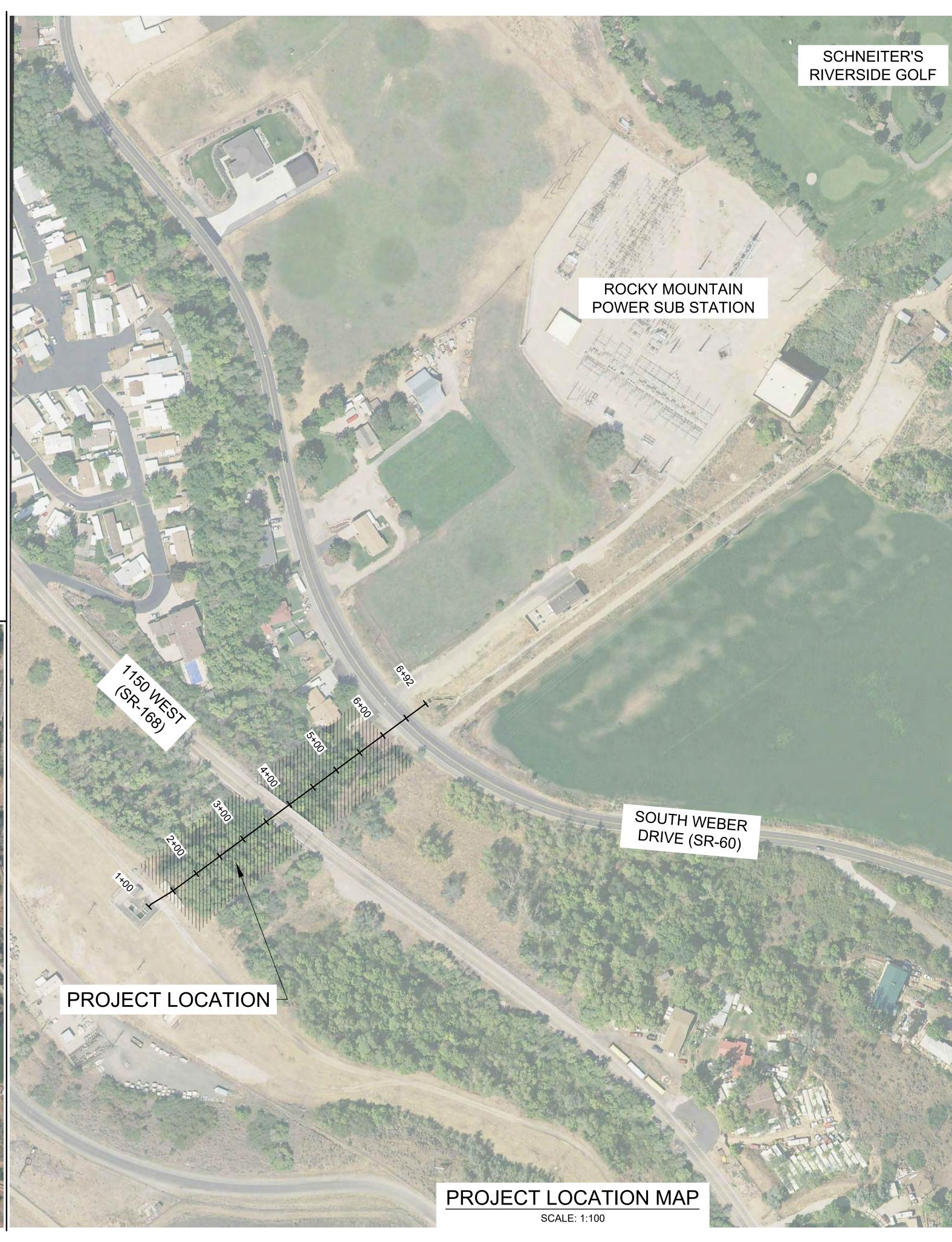
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GENERAL PROJECT NOTES

1. GENERAL:

- A. THE GENERAL NOTES AND SPECIFICATIONS SUPPLEMENT THE PROJECT WRITTEN TECHNICAL SPECIFICATIONS AND THE PROJECT DRAWINGS.
- B. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION BRACING, TEMPORARY SHORING, AND OTHER SITE SAFETY CONTROLS REQUIRED DURING CONSTRUCTION IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS, TO ENSURE THE STABILITY AND SAFETY OF ALL CONSTRUCTION UNTIL IT IS COMPLETED.
- C. DETAILS ON THESE PLANS ARE INTENDED TO DEPICT THE GENERAL CONSTRUCTION DETAILS AND METHODS FOR THIS PROJECT. DETAILS AND CONDITIONS NOT SPECIFICALLY SHOWN THAT ARE SIMILAR IN NATURE TO THOSE THAT ARE SPECIFIED SHALL BE ASSUMED ONE AND THE SAME. IF QUESTIONS REGARDING THE APPLICATION OF DETAILS ARE ENCOUNTERED, NOTIFY THE ENGINEER FOR CLARIFICATION OR INSTRUCTION.
- D. PRIOR TO IMPLEMENTING ANY CHANGES TO THESE PLANS, THE ENGINEER SHALL BE NOTIFIED IN WRITING FOR THEIR WRITTEN APPROVAL. CHANGES IMPLEMENTED WITHOUT THE ENGINEERS WRITTEN APPROVAL SHALL RELIEVE THE ENGINEER OF ANY CLAIM OR LIABILITY RESULTING FROM THAT PORTION OF THE PROJECT CHANGED OR AFFECTED BY THE CHANGE.

2. CONTRACTOR RESPONSIBILITY FOR COORDINATION:

- A. IT IS THE CONTRACTORS PRIME RESPONSIBILITY TO COORDINATE THE WORK SHOWN ON ALL OF THE PROJECT DRAWINGS, GENERAL, SPECIAL, AND TECHNICAL SPECIFICATIONS.
- B. THE CONTRACTOR IS RESPONSIBLE TO VERIFY ALL EXISTING CONSTRUCTION MATERIAL TYPES, DIMENSIONS, ELEVATIONS, AND CONDITIONS.
- C. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CAREFULLY STUDY AND COORDINATE THE CONSTRUCTION REQUIREMENTS SHOWN ON THESE DRAWINGS. WHEN CONFLICTS OR DISCREPANCIES ARE FOUND IN THESE DRAWINGS, THE CONTRACTOR SHALL REPORT THEM IMMEDIATELY TO THE PROJECT ENGINEER FOR DIRECTION AND/OR CLARIFICATION.
- D. ANY CONSTRUCTION WORK DONE BY THE CONTRACTOR BEFORE OBTAINING SUCH CLARIFICATION FROM THE PROJECT ENGINEER SHALL BE AT THE CONTRACTOR'S OWN RISK AND COST. FURTHERMORE; ANY WORK REQUIRED TO CORRECT, REPLACE AND/OR RESTORE THE WORK AS DIRECTED BY THE ENGINEER SHALL BE AT THE CONTRACTOR'S OWN RISK AND COST.
- E. THE PROJECT WILL REQUIRE COORDINATION BETWEEN SEVERAL GOVERNMENT AND PRIVATE AGENCIES FOR ANY COORDINATION EFFORTS, THE CONTRACTOR IS TO REFER TO THE LIST OF PROJECT AGENCIES FOR THE APPROPRIATE PERSONS TO CONTACT.

3. PROJECT NOTES:

- A. THE CONTRACTOR SHALL LIMIT ACTIVITIES TO IMMEDIATE PROJECT AREA TO FULLEST EXTENT POSSIBLE
- B. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO EQUAL OR BETTER CONDITION AT THE CONTRACTOR'S EXPENSE.
- C. THE ENGINEER WILL PROVIDE VERTICAL AND HORIZONTAL CONTROLS ON THE PROJECT SITE, AND CONSTRUCTION STAKING CONSISTING OF PROJECT EXTENTS.
- D. ANY ADDITIONAL CONSTRUCTION STAKING REQUIRED TO COMPLETE THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- E. THE CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING UTILITIES AND BE RESPONSIBLE FOR DAMAGES TO EXISTING UTILITIES AND EXISTING IMPROVEMENTS AS A RESULT OF THE CONTRACTOR'S CONSTRUCTION ACTIVITIES.

4. SITE CLEARING:

- A. REMOVE ALL EXISTING WOODY VEGETATION (TREES, SHRUBS, AND LARGE BRUSH) LOCATED WITHIN THE PROJECT LIMITS.
- B. PERFORM VEGETATION REMOVAL USING GROUND CUTS IN ACCORDANCE WITH INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS, CUTTING TRUNKS AND STEMS AS CLOSE TO GRADE AS PRACTICAL WITHOUT DISTURBING THE SOIL OR UPROOTING MATERIAL (12-18 INCHES MAXIMUM ABOVE GRADE).
- C. ROOTS OF ALL REMOVED WOODY PLANTS ARE TO REMAIN IN PLACE TO MAINTAIN SLOPE STABILITY. NO GRUBBING OR EXCAVATION OF STUMPS OR ROOTS IS PERMITTED ON SLOPE AREAS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- D. ALL WOODY VEGETATION SHALL BE REMOVED AND DISPOSED OF OFF-SITE.
- E. HERBICIDE/STUMP TREATMENT: ALL STUMP TREATMENT ACTIVITIES MUST UTILIZE A HERBICIDE OR STUMP TREATMENT SOLUTION THAT IS NON-TOXIC TO AQUATIC LIFE AND SAFE FOR USE NEAR WATER BODIES. THE SELECTED PRODUCT MUST BE APPROVED FOR USE IN ENVIRONMENTALLY SENSITIVE AREAS AND MUST NOT POSE A RISK OF CONTAMINATION TO DOWNSTREAM WATER BODIES.
- E.A. SELECT A STUMP TREATMENT THAT IS LABELED AS SAFE FOR RIPARIAN ZONES AND NON-LEACHING.
 E.B. ENSURE THAT NO TREATMENT SOLUTION ENTERS STORMWATER SYSTEMS, DRAINAGE DITCHES, OR NATURAL WATERWAYS.
- E.C. DO NOT ALLOW CHEMICAL SOLUTION TO MIST, DRIP, DRIFT, OR SPLASH ONTO ADJACENT GROUND SURFACES OR DESIRABLE VEGETATION.
- E.D. APPLY THE TREATMENT IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND ONLY TO FRESHLY CUT STUMPS TO MINIMIZE RUNOFF.
- E.E. SUBMIT THE PRODUCT SAFETY DATA SHEET (SDS) AND EPA REGISTRATION NUMBER TO THE ENGINEER PRIOR TO USE.
- E.F. GRASSES, WEEDS, AND LOW HERBACEOUS VEGETATION DO NOT REQUIRE REMOVAL UNLESS THEY IMPEDE EQUIPMENT ACCESS.
- F. FOLLOW-UP VEGETATION CONTROL: THE CONTRACTOR SHALL MONITOR THE CLEARED AREA FOR ONE (1) YEAR FOLLOWING INITIAL STUMP TREATMENT. ANY REGROWTH OF TREATED VEGETATION MUST BE PROMPTLY RE-TREATED USING THE SAME ENVIRONMENTALLY SAFE METHODS AND PRODUCTS APPROVED FOR THE INITIAL APPLICATION. ALL FOLLOW-UP TREATMENTS MUST COMPLY WITH THE SAME CONDITIONS OUTLINED ABOVE.

5. EXISTING UTILITIES:

- A. THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY.
- B. DEPTHS AND ELEVATIONS OF UTILITIES ARE APPROXIMATE UNLESS OTHERWISE LABELED.
- C. UNDERGROUND UTILITY LOCATION AND VERIFICATION IS TO BE AN ONGOING PROCESS
- D. CONTRACTOR IS RESPONSIBLE TO:
- i. VERIFY EXACT LOCATIONS OF ALL UTILITIES PRIOR TO BEGINNING WORK IN THAT AREA
- ii. FIELD VERIFY UTILITY LOCATION, DEPTHS, AND ELEVATIONS WHERE CONFLICTING UTILITIES MAY BE PRESENT A MINIMUM OF 500 FEET AHEAD OF TRENCHING OPERATIONS
- iii. BRING ANY DISCREPANCIES AND/OR CONFLICTS TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- iij. NOTIFY APPROPRIATE UTILITY COMPANIES WHEN CONSTRUCTION MIGHT INTERFERE WITH NORMAL OPERATION OF ANY UTILITIES.MAINTAIN SERVICE OF EXISTING UTILITIES.
- vi. RESTORE ANY UTILITIES DAMAGED DUE TO CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
- vj. COORDINATE TEMPORARY SHUTDOWN OR SUSPENDED SERVICE WITH APPROPRIATE AGENCY AND RESIDENTS.

6. PERMITTING AND COORDINATION:

- A. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND BUSINESS LICENSES PRIOR TO CONSTRUCTION.
- B. CONTRACTOR SHALL OBTAIN A UDOT ENCROACHMENT PERMIT FOR ACCESS FROM AND WORK PERFORMED WITHIN THE SR-168 (1150 WEST) AND SR-60 (SOUTH WEBER DRIVE) RIGHT-OF-WAY.
- C. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL LOCAL, STATE, AND FEDERAL PERMITS REQUIRED FOR STORM WATER POLLUTION PREVENTION AS A RESULT OF CONSTRUCTION ACTIVITIES. WHEN CALLED FOR IN THE CONTRACT DOCUMENTS, CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN FOR APPROVAL BY THE ENGINEER AND FOR SUBMITTAL TO LOCAL AUTHORITIES FOR REVIEW AND APPROVAL. IF THE CONSTRUCTION WILL DISTURB MORE THAN ONE ACRE, CONTRACTOR SHALL FILE A "NOTICE OF INTENT" FOR PERMIT COVERAGE UNDER THE STATE'S UPDES STORM WATER GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES (UTRC00000) AND PAY ALL ASSOCIATED FEES. THE NOI MAY BE FILED ELECTRONICALLY AT THE FOLLOWING WEBSITE:
 - deq.utah.gov/water-quality/general-construction-storm-water-updes-permits AND FOLLOWING THE DIRECTIONS AND LINKS GIVEN ON THE WEB PAGE. THE CGP DOES NOT RELIEVE CONTRACTOR FROM COMPLIANCE WITH OTHER REGULATIONS OR CONTRACT REQUIREMENTS REGARDING STORM WATER POLLUTION PREVENTION INCLUDING BUT NOT LIMITED TO: PROTECTION OF SURFACE WATERS, PREVENTION OF SOIL RUNOFF INTO DRAINS, DUST CONTROL, PREVENTION OF TRACKING SOILS TO ADJACENT STREETS, FUEL CONTAINMENT, SPILL CONTROL, ETC.
- D. ANY WORK DONE WITHIN A PUBLIC RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE TRANSPORTATION AGENCY AND SHALL MEET THE REQUIREMENTS OF THAT AGENCY AND, IN PARTICULAR REQUIREMENTS OF ANY RIGHT-OF-WAY SPECIAL USE PERMIT, OR OTHER PERMIT. ALL WORK SHALL MEET CURRENT OSHA REQUIREMENTS.
- E. WHERE WORK IS PERFORMED ON EASEMENTS, THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO ELIMINATE ANY ADVERSE EFFECTS ON THE ADJACENT PROPERTY AND/OR TO RESTORE IT TO ITS ORIGINAL CONDITION.

8. MISCELLANEOUS:

- A. CONTRACTOR IS RESPONSIBLE FOR DUST ABATEMENT AND ANY LIABILITY ISSUES RELATED TO DUST AT ANY LOCATION WHICH MAY BE CAUSED BY THIS PROJECT.
- B. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL AND PROTECTION OF PEDESTRIANS IN AND AROUND THIS WORK. REFERENCE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD LATEST EDITION FOR WORK ZONE TRAFFIC CONTROL).
- C. THE CONTRACTOR SHALL PRESERVE EXISTING CITY, COUNTY, STATE, AND FEDERAL LAND MONUMENTS WHENEVER POSSIBLE. IF A MONUMENT MUST BE MOVED, THE ENGINEER SHALL BE CONTACTED 2 WEEKS PRIOR TO REMOVAL TO ARRANGE FOR RELOCATION.
- D. SHOULD CONSTRUCTION BE HALTED BECAUSE OF INCLEMENT WEATHER CONDITIONS, THE CONTRACTOR WILL COMPLETELY CLEAN UP ALL AREAS AND MAINTAIN THE SURFACE IN GOOD CONDITION DURING THE SHUT-DOWN PERIOD.

9. PROJECT CONTACT LIST:

I-U-B ENGINEERS, INC.	JON FRAZIER	PROJECT MANAGER	(801) 547-0393
0&W CANAL COMPANY	RICK SMITH	GENERAL MANAGER	(801) 774-6373
0&W CANAL COMPANY	MONTE BYRAM	CANAL SUPERVISOR	(801) 698-3482
0&W CANAL COMPANY	ANDREW LYDAY	CANAL O&M LEAD	(801) 745-5814

ABBREVIATIONS			
ABBREV.	TERM		
ALUM	ALUMINUM		
ASSY	ASSEMBLY		
APPROX	APPROXIMATELY		
۷	ANGLE		
@	AT (MEASUREMENTS)		
BC	BEGINNING OF CURVE		
BLDG	BUILDING		
B.M.	BENCH MARK		
BP B.W.	ALIGNMENT BEGINNING		
BREAK	GRADE BREAK		
DREAN	BITUMINOUS SURFACE		
BSC	COURSE		
BSW	BACK OF SIDEWALK		
BVC	BEGIN VERTICAL CURVE		
BVP	PROFILE START		
B.W.	BOTH WAYS		
C	CHANNEL (STRUCTURAL)		
CJ	CONTROL JOINT		
	CENTER LINE		
CL D			
CLR	CLEARANCE METAL BIRE		
CMP	CORRUGATED METAL PIPE		
CO	CLEANOUT		
CONC	CONCRETE		
CONT	CONTINUOUS		
CPLG	COUPLING		
CTR	CENTER		
CU FT	CUBIC FEET		
CU YD	CUBIC YARD		
DEG OR °	DEGREE		
DIA OR Ø	DIAMETER		
DI	DUCTILE IRON		
DIST	DISTRIBUTION		
DWG	DRAWING		
EA	EACH		
EC	END OF CURVE		
ELB	ELBOW		
ELEV OR EL.	ELEVATION		
EOA	EDGE OF ASPHALT		
EP	ALIGNMENT END		
EVP	PROFILE END		
E.W.	EACH WAY		
EXIST	EXISTING		
EVC	END VERTICAL CURVE		
FF	FINISH FLOOR		
FG	FINISH GRADE		
FH	FIRE HYDRANT		
FL	FLOW LINE		
FLG	FLANGE		
FT OR '	FEET		
FTG	FOOTING		
GALV	GALVANIZED		
GB	GRADE BREAK		
HORIZ	HORIZONTAL		
HP	HIGH POINT		

SYMBOL LEGEND					
DESCRIPTION	EXIST.	PROP.	DESCRIPTION	EXIST.	PROP.
SANITARY SEWER			IRRIGATION		
CLEANOUT	0	•	IRRIGATION VALVE	IRR	RB
SS MANHOLE	S		IRRIGATION VALVE BOX		Φ
SS VALVE	S	S	SPRINKLER	\triangle	A
SS METER	S ⊞	S	IRRIGATION GATE	ā	۵
SEWER STUB	<u>(S</u>)	⑤	NATURAL GAS		
STORM DRAIN			GAS METER	G H	G H
CATCH BASIN	B		GAS VALVE	G X	G ™
DRY WELL	(DW)	(D)	GAS MANHOLE	G	©
SD MANHOLE	D	©	UTILITIES		
FLARE END	abla	♥	MANHOLE (GENERIC)		•
GREASE TRAP			PRESSURE CLEAN OUT AT GRADE	PCG	PCG
COMMUNICATION			THRUST BLOCK		•
TELE. MANHOLE	T	0	VAULT	V	V
TELE. PEDESTAL	⇧	⇧	VALVE (GENERIC)	\bowtie	M
TELE. POLE		•	UTILITY POLE		
TV PEDESTAL	TV	ŢV	SITE		
GUY WIRE		\downarrow	BOLLARD		
DOMESTIC WATER			BOULDER		
FIRE HYDRANT	₩	₩	DRINKING FOUNTAIN	DF	DF
SPIGOT	9	€	FLAGPOLE	F	Ē
WATER MANHOLE	W	w	GATE		
WATER METER	⊞	•	MAIL BOX	M	M
WATER VALVE	W	 	PARKING METER	<u>PM</u>	<u>PM</u>
YARD HYDRANT	9	•	POST	0	•
ELECTRIC			SIGN	- o-	-
ELEC. MANHOLE	E	©	SPOT ELEVATION	×	×
ELEC. METER	E ⊞	E.	TREE (SHRUB)		0
ELEC. TRANS.	E	E	TREE		
JUNCTION BOX	J	J			
GUY WIRE	\downarrow	$oxed{ }$	TEST HOLE	(TH)	Ĥ
POWER STUB	Œ	Œ	WELL	Ŵ	Ŵ
POWER POLE	-	-	WELL (MONITORING)	M	M
STREET LIGHT	*	*	SURVEY		
STREET LIGHT WITH ARM			CAP	•	
TRAFFIC SIGNAL POLE			CTRL PT		
			NAIL		٥
			BOLT	•	
			REBAR		•

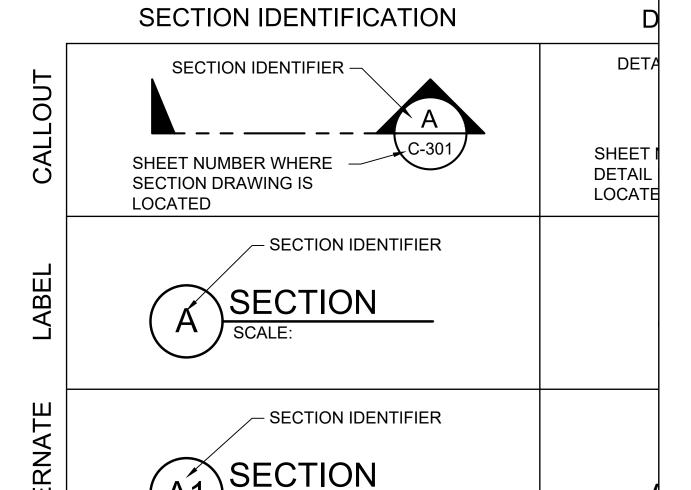
L	INE LEGEND	
DESCRIPTION	EXIST.	PROP.
STORM DRAIN	SD	sp
DRAIN LINE	DL	DL
SANITARY SEWER	ss	ss
WATER		w
IRRIGATION	IRR	IRR
NATURAL GAS		G
OVERHEAD POWER	OHP	—— ОНР ——
UNDERGROUND POWER	UP	UP
OVERHEAD TELEPHONE	OHT	——ОНТ
UNDERGROUND TELEPHONE	UT	UT
FIBER OPTIC	F/O	—— F/O ——
CABLE TELEVISION	CTV	стv
FENCE	x	x
DITCH		
MAJOR CONTOUR	2520	2520
MINOR CONTOUR		
TOP OF BANK	ТОВ	—— тов ——
TOE OF SLOPE	TOE	—— ТОЕ ——
PROPERTY LINE	P/L	——— P/L ———
PROPERTY LINE (OPTIONAL)		
RIGHT OF WAY	R/W	R/W
TEMPORARY EASEMENT	T/E	T/E
PERMANENT EASEMENT	P/E	
ROAD SHOULDER		
ROAD CENTERLINE		—— — —
ROAD ASPHALT		
ROAD GRAVEL	EG	EG
ROAD DIRT		
CURB AND GUTTER		

SHEET NUMBERI EXAMPLE: SHEET NUMBER: C1-101 C 1 - 1 01

DISCIPLINE DESIGNAT			SIGNAT
DISCIPLINE	DES	SIGNATOR	
		G	ALL GEN
GENERAL		GI	GENERA
GENERAL		GC	GENERA
		GR	GENERA
SURVEY/MAPPING		V	ALL SUR
GEOTECHNICAL		В	ALL GEO
CIVIL		С	ALL CIVII
LANDSCAPE		L	ALL LANI
STRUCTURAL		S	ALL STR
ARCHITECTURAL		А	ALL ARC
EQUIPMENT		Q	ALL EQU
MECHANICAL		М	ALL MEC
ELECTRICAL		E	ALL ELEC
PLUMBING		Р	ALL PLUI
PROCESS		D	ALL PRO
RESOURCE		R	ALL RES

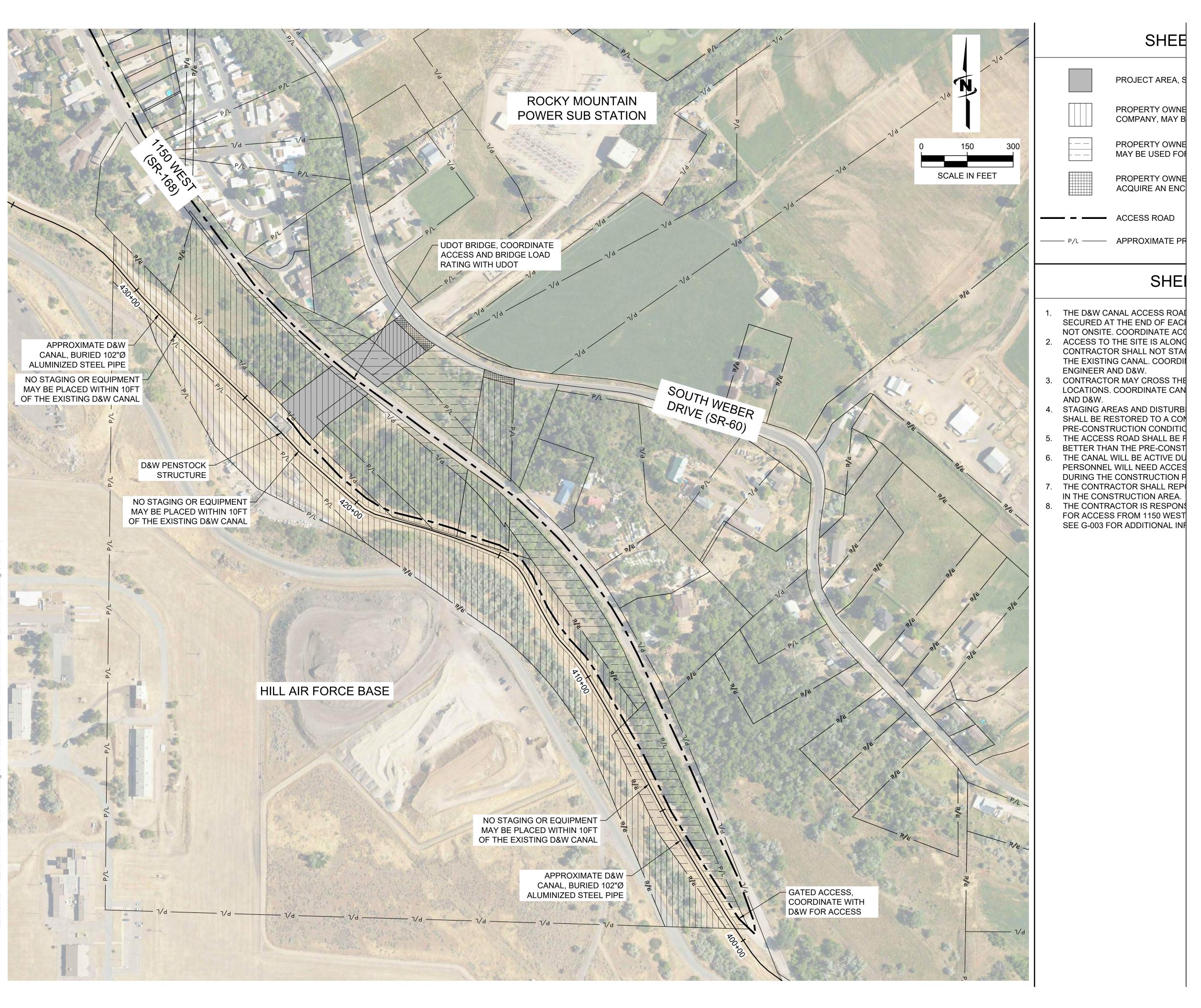
SHEET TYPE DESIGNA		
DESIGNATOR	SHEET TYPE	
0	GENERAL (SYMBOLS, LEGENDS, NOTES, ET	
1	PLANS (HORIZONTAL VIEWS)	
2	ELEVATIONS, PROFILES, COMBINED PLAN &	
3	SECTIONS (SECTIONAL VIEWS)	
4	LARGE-SCALE VIEWS (PLANS, ELEVATIONS,	
5	DETAILS OR COMBINED DETAILS AND SECTI	
6	USER DEFINED	
7	USER DEFINED	
8	USER DEFINED	
9	3D REPRESENTATIONS (ISOMETRICS, PERS	

SECTION AND DETAIL ID

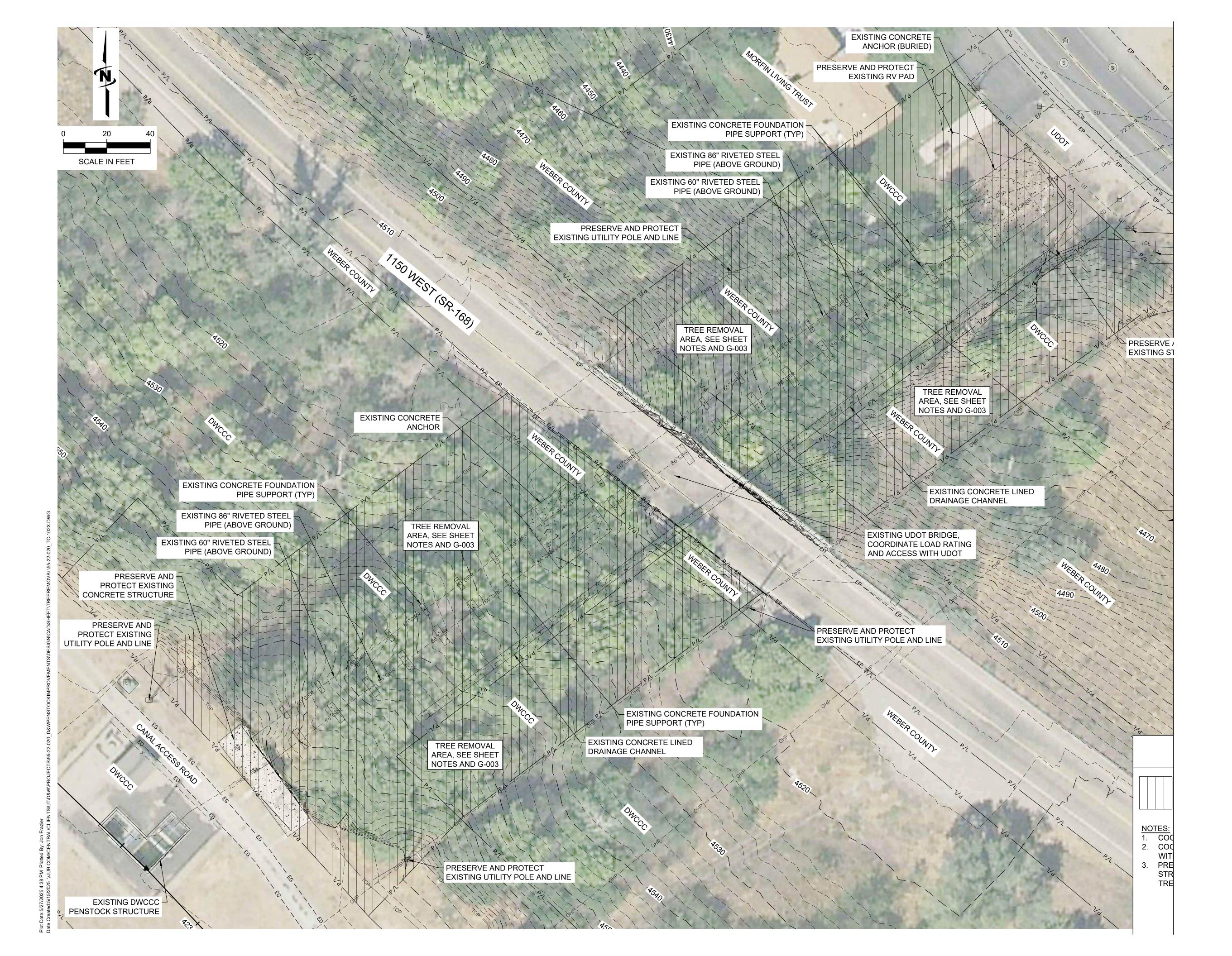


NOTE:
A DASH MAY BE PLACED IN THE LOWER PORTION OF THE DETAIL DRAWING OR SECTION VIEW IS LOCATED

Plot Date:5/27/2025 4:17 PM Plotted By: Jon Frazier Date Created:5/27/2025 1/111B COM/CENTE ALVELIENTS/HTD8/MABBO IECTS/55 23 028 D8/WDENSTOCKIMBBOWEMENTS/DESIGN/CAD/SP



/2025 4:37 PM Plotted By: Jon Frazier 5/20/2025 \\JUB.COM\CENTRAL\CLIENTS\UTD&\WPROJECTS\55-22-020 D&\WPENSTOCKIMPROVEMENTS\DESI



erdale Mayor & City Council Monthly Summary Report



JUNE 2025

Community Development Department:

- Code Review and list of revisions
 - o Draft Code Revisions Title 10
 - Award of RFP for consultant
- Development Review/Processing:
 - Fieldstone Homes
 - Alpine Homes
 - Sign Approvals
 - Zoning Confirmation Requests
- Meeting with property owners and developers to discuss project plans and concepts
 - o AFCU Team/Dee Hansen
 - o DRH/LHM
 - o Riverdale Townhomes
 - Bach Homes/StringTown Meetings
 - o Riverdale Flats Apartments
 - Steward Land
- 5600 South Project CCT Meeting
- Zoning Violation Review
- Fee Analysis
- Parking Analysis
- Building Plan Review/Building Inspections
- Boundary Line Adjustment Review
 - o 3800 Parker Drive
 - Along Weber River
 - o Correspondence with Ogden City
- Utah League of Cities and Towns
 - Legislative Policy Committee
 - o Economic Development Advisory Committee
- RDA Project Area Audit
 - West Bench RDA
 - Project Plan/Budget Amendment
 - West Bench CRA
 - o 700 West
- Department heads meetings attendance
- City Council Prep
- Building Permits Issued (30 days)
 - o Re-Roof: 1
 - o Demolition: 0
 - o Tenant Finish: 1
 - o Plumbing: 3
 - o Basement Finish: 0
 - o Mechanical/Electrical: 10
 - o Sign: 2
 - o Solar: 3
 - o Remodel/Addition: 2

- o New Construction Commercial: 0
- New Construction Residential: 3
- Mobile/Manuf Home 0
- Fence: 0Deck: 0
- Building Inspections 75
- Planning Commission Prep
- Budget/Sales Tax Revenue Review
- Floodplain Mitigation Training and Review
- Geographical Information Systems training and work
- DWCCC Sale (Peacock Ridge)
- Business Retention and Expansion (BRE Program)
 - o Introduction to local businesses
 - Joanns

Public Works Department

- Continued work with Weber Basin to discuss alternatives for them providing additional water, instead of drilling well.
- Continued Storm Water review to meet new state regulations.
- Continued design work on 1050 W Ritter Dr. Roundabout.
- Continued work on UDOT 5600 S project.
- Continued inspections on AFCU Campus.
- Continued inspections on America First Road Project.
- Continued 2023 waterline project.
- Continued Coleman Vu Project.
- Continued work on utility capacity evaluations for 1500 W development.
- Continued review and engineering for capital improvement plan for Sanitary Sewer and Water.
- Continued Panera Project.
- Continued inspections on Ken Garff redevelopment.
- Continued work on drinking water lead and copper rule.
- Started 2025 Storm Water Project.
- Continued 4400 S Bridge Project.
- Continued 2025 Water Project.
- Opened bid for 2025 Street Projects.
- Completed community center and fire station roofing projects.
- Completed roadside and trail mowing.

Community Services Department

Attended staff meetings

Held departmental staff meeting

Created monthly issue of Riverdale Connections.

Covered for Miranda at the Senior Center

After School Club

Basketball Camp

Hockey Clinic

Attended Senior Board Meeting

Planned for Old Glory Days



SENIOR CENTER

Monthly Report



FAVORITE PROGRAMS

Yoga

Cards

Ceramics

Foot Clinc

Bingo

Enhanced Fitness

1,103



We served 106 meals on our busiest day

938 **PEOPLE**

attended our programs





of volunteer service

SENIOR SPOTLIGHT: DEBBIE DAUBS



Debbie has been a volunteer at the Center for the past 10 months. She works at the Front Desk and facilitates a Book Club every month. She enjoys talking with others and learning more about them. She married her high school sweetheart of 56 years. She has 2 children, 6 grandchildren, and 8 great grandchildren.



COMMUNITY COMMUNITY Monthly Report



MONTHLY ATTENDANCE

636



PEOPLE



422

PEOPLE

attended our programs

RESERVATIONS



82

this month

Includes 18 meeting room and 64 park pavilion reservations

A FEW PROGRAMS OFFERED

Summer Fun

Track

Basketball Camp

Pickleball

Basketball

Hockey



SPOTLIGHT PROGRAM: BASKETBALL CAMP WE PARTNERED WITH A LOCAL NONPROFIT TO PROVIDE BASKETBALL SKILLS CAMPS THIS SUMMER. THE ATTENDANCE WAS GREAT.



Patrol Report June 2025

Assist other Jurisdiction: Officers responded to assist another jurisdiction with a motorcycle vs a truck crash. The rider of the motorcycle was unconscious and did not have a pulse upon arrival. He was subsequently transported to the hospital by ambulance where he was pronounced deceased. The crash team responded to assist with the investigation and Riverdale officers assisted with traffic.

Traffic Stop: A traffic stop was conducted on Riverdale Road. This stop concluded with the driver being arrested on a fugitive warrant out of Texas among new traffic charges. The vehicle was state tax impounded.

Welfare Check: Officers responded to a local business after an employee called requesting a male who was wondering around the parking lot be checked on. The male was located and was given a ride back to the homeless shelter.

Assist other Jurisdiction/SWAT Incident: Officers responded for a SWAT call out on a barricaded subject. Officers assisted as the subject was safely taken into custody without further incident.

Disturbance: Officers responded to a local business after a male who wanted the employees to price match was arguing with them and refused to leave after they would not match the price. The male eventually left after being advised by officers that he was trespassed from the business at the request of management.

Safety Hazard/Intoxication: Officers responded after multiple reports of an intoxicated male stumbling into traffic and trying to get into people's cars were received. The male was quickly taken into custody and booked into jail.

Cardiac Arrest: Officers responded to a local residence after an adult female was found deceased on her bedroom floor. It was determined that the female had multiple health problems, but she refused to see doctors. This was determined to be an unattended death, and no foul play was suspected.

Motorist Assist: Officers helped a motorist move their broken-down vehicle off Riverdale Rd.

Protest Assist: Officers worked an overtime shift in preparation for a large protest being held in a neighboring jurisdiction. The protest remained peaceful, and no problems were experienced in Riverdale.

Lewdness: It was reported that male was engaged in lewd behavior on the trail. The suspect had left prior to police arrival but was identified. Officers were later able to locate the male where he was taken into custody and booked into jail.

Open Door: Officers noticed the trunk of a vehicle open at a local residence. The homeowners were made aware and closed their trunk.

Traffic Stop: Officers conducted a traffic stop on a vehicle which resulted in the driver being arrested for an arrest warrant along with several traffic violations. The vehicle was state tax impounded.

Retail Theft: Officers responded to Walmart after a male failed to pay for merchandise and left the store. The male was found to have prior convictions and was booked into Weber County Jail.

Family Disturbance: Officers received a report of a male and female involved in a physical altercation in the parking lot a local business. The subjects left in a vehicle and were located and stopped nearby. The male was arrested for DV assault and booked into Weber County Jail.

Traffic Accident: Officers responded to a reported traffic accident. The complainant reported a semi delivery driver made a left turn which forced him to drive his vehicle over the curb and hit the stop sign. The semi driver was very uncooperative and angry that he had to identify himself to the officers. The semi driver refused to provide insurance information due to him not actually hitting the complainant's vehicle. After further investigation, it was determined the semi-truck driver will be summoned for unsafe lane travel.

DUI: Officers were dispatched to the area of a local business after an employee smelled alcohol on a customer. A plate number was given, and the registered owner was identified. The male was observed driving home and officers conducted a traffic stop. The male was found to have a suspended DL, he was an alcohol restricted driver and had a warrant for DUI. The male was placed under arrest and booked for the offenses.

Failure to Yield: An officer attempted to conduct a traffic stop on a vehicle due to a traffic violation. The vehicle failed to yield and fled at a high rate of speed. The officer did not pursue the vehicle and was able to obtain the license plate prior to the attempted stop. Further follow-up will be conducted.

Robbery: Officers responded to a robbery that just occurred at a local business. The suspect had stolen a baseball bat from another local business prior to the robbery. The male went behind the counter and demanded money from the clerk while threatening him with the bat. The clerk didn't give the male any money. Officers located the suspect a short distance away and he was taken into custody. The suspect admitted to the robbery and was booked into jail.

INVESTIGATIONS MAJOR INCIDENTS/ARRESTS FOR 6/2025

Theft – The Riverdale Police Department received a report of a male and female entering a business, selecting over \$200 worth of merchandise and attempting to return the merchandise they did not pay for, for a refund. After being denied the refund for not having a receipt the two left with the merchandise without rendering payment. Investigators identified the male and female. Contact was made with family members and advised they would have their family attorney contact Investigators. The male and female are being summoned for MB Theft.

Retail Theft – Officers responded to a local business on a report of a theft. A female is seen on video surveillance taking merchandise and failing to render payment. Investigators were able to identify the female. The female was contacted and admitted to the theft. She is being referred to the Riverdale Justice Court for MB Retail Theft.

Retail Theft – A female used a barcode which rang up as a lower priced item to scan several higher priced items at a self-checkout register at a local business. A male she was with was bagging items. The two eventually stopped scanning items and attempted to leave without paying. The businesses Loss Prevention attempted to stop the male and female, but they fled on foot. Investigators identified both individuals. The two were contacted and admitted to the theft. Both are being referred to the Riverdale Justice Court for MB Retail Theft.

Violation of Protective Order – a female reported a male she has a protective order violated the order due to the male emailing her. The protective order was reviewed, and it was found the male is prohibited from contacting the female, including via email. Investigators located the male. The male did not wish to speak with officers, but his phone was searched by his probation officer. The email received by the female was found in the male's sent files. Due to the male being in the hospital for separate reasons, the male is being referred to the Weber County Attorney's Office for MA Violation of a Protective Order.

Retail Theft – A male entered a local business and stole over \$300 worth of merchandise. Investigators were able to identify the male and found he was incarcerated at the Davis County Jail. Investigators attempted to interview the male, but he requested an attorney. Charges of MB Retail Theft are being submitted to the Riverdale Justice Court.

Sex Offense – An adult male sexually assaulted a juvenile female after giving her alcohol. DNA comparison was done and the DNA of the male was found on the female. The male was booked into jail on F1 Rape, F2 Forcible Sexual Abuse and MA Furnish Alcoholic product to a Minor.

Retail Theft – Over the course of several months the same male entered a local business in Riverdale. The male either didn't pay fully for items he selected or switched the prices on items. Investigators were able to identify the male and speak with him. He is being referred to the Weber County Attorney's Officer for multiple MA thefts.

Fraud – Two males made agreement where one male would help build a pole barn in a different state. The other male agreed to the male's terms and provided them with a large amount for funding. The male stating he would build the pole barn, never delivered as agreed and kept the money. The male has

been a suspect in similar cases throughout the county. Investigators interviewed the male, and charges are being screened for F3 Communications Fraud.

Retail Theft – A male entered a local business on two separate occasions and stole items on each visit. The male removed two security devices from merchandise before leaving without paying for the items. Investigators located and interviewed the suspect. The male will be referred to the Riverdale Justice Court on two counts of MB retail theft and two counts of MB theft detection shielding.

RIVERDALE POLICE DEPARTMENT CRIME BULLETIN

June 2025 Report #25-5

June Police Calls

- 1249 Calls for Service:
 - o 38 Animal Complaints
 - o 282 Crime Reports Written
 - 2 Forgery/Fraud
 - 14 Retail Thefts
 - 16 Family Offenses
 - 13 Child Abuse / DCFS cases
 - 7 Burglary/Theft Complaints
 - 40 Arrests

The remainder of calls involved Welfare Checks, Disorderly Conduct, Suspicious Activities, Citizen Assists, Lost/Found property, Trespassing, Medical Assists, Warrant Services, etc.



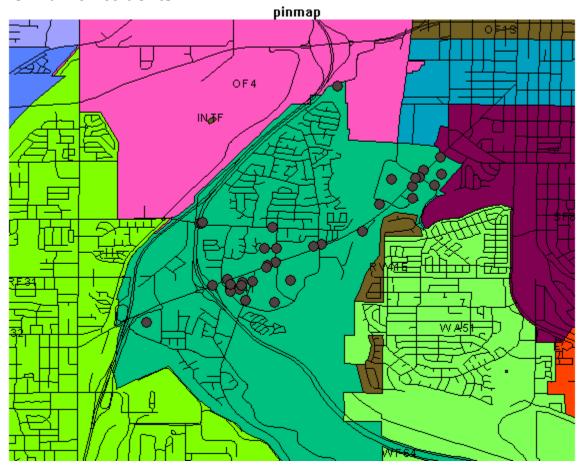
Traffic Patrol and Enforcement

- 405 Traffic Stops resulting in:
 - o 266 Citations
 - o 369 Total Violations
 - o 103 Warnings Issued

RIVERDALE POLICE DEPARTMENT CRIME BULLETIN

June 2025 Report #25-5

o 48 Traffic Accidents



- 39 New Cases sent to Investigations.
- 39 Investigative Cases Closed

*Code Enforcement 13 Active Cases Closed 6 cases with compliance 4 New cases assigned

Monthly report – June, 2025

Legal Dept., City Attorney, City Admin. – Steve Brooks:

- Resolutions/Ordinances work-
 - Work concerning Water, Engineer, Fire consolidation, West bench, signs, Appeals, Stringtown, Conditional uses, Droughts, Boundaries, Towing, ADA policy, Work hours, GRAMA, Round abouts, Budget, Signs, 550, Senior Center, Bridges, Reconveyance, Cameras, Personnel, Fee Schedule, Site plan review, Goldcrest,
- Legal research/review -
- Legal Department meetings/work -
- Planning commission review/ordin/mtgs/minutes
- Walk-ins/Police reviews/Court/Court screenings/Court filings
- Formal training attended-
- Legal reviews of minutes/resolutions/ordinances
- Records request reviews

NIRT MONTHLY REPORT

COURT MONTHLY REPORT	
319 Total traffic cases	YTD 19134 (Jan. 1, 2025 to December 31, 2025)
2 DUI 185 I	Moving violations 0 FTA
0 Reckless/DUI red. 97	Non-moving violations 0 Other
34 License violations 1	Parking
27 Total Misdemeanor cases	143 YTD (Jan. 1, 2025 to Dec. 31, 2025)
0 Assault 0 III. sale Alc.	0 Dom. animal 5 Dom. violence
4 Theft 0 Other liq. viol.	0 Wildlife 12 Other misd./infrac
0 FTA 5 Contr. subst vid	0 Parks/rec.
0 Public intox 0 Bad checks	1 Planning zon./Fire/Health
311 Total cases disposed of this month	3775 Total number of cases disposed of for the year (July 1, 2024 to June 30, 2025)
346 Total offenses this month	4580 Total offenses for year (July 1, 2024 to June 30, 2025)
Small Claims Total number of cases for	r the year (Jan. 1, 2025 to Dec. 31, 2025) Filed=4 Settled/Dismissed=8
2 Cases filed	0 Trials
 Settled/dismissed 	Default judgment

CITATIONS BY AGENCY YTD (July 1, 2024 to June 30, 2025)

113 Riverdale City 1600 2043

REVENUE/MISC. **YTD** (July 1, 2024 to June 30, 2025)

Total Revenue collec	ted \$ 73,269.41	\$ 880,928.48
Revenue Retained	\$ 49,844.10	\$ 598,050.35
Warrant Revenue	\$ 26,200.81	\$ 384,113.33
Issued warrants	52	771
Recalled warrants	82	1163

Employee Recognition – July 2025 Anniversaries				
Years		oloyee	Department	
22		Lynn Wright	Police	
11		Steven Whetton	Fire	
8		Ryne Schofield	Police	
8		Travis Dahle	Public Works	
8		Sherri Taylor Brown	Community Services	
8		Jon VanDyke	Fire	
6		Shalee Nay	Police	
1	NO PHOTO SUBMITTED	Cathy Dorius	Court	



Staffing Authorization Plan

As of Jun 30, 2025			
Department	FTE Authorization	FTE Actual	
City Administration	2.00	2.00	
Legal Services	4.50	3.50	
Community Development	1.00	1.00	
Building	1.50	1.50	
Business Administration	5.50	5.50	
Community Services	13.00	12.50	
Public Works	11.00	10.00	
Police	26.00	24.50	
Fire	20.50	18.50	
Total	85.00	79.00	

Staffing Reconciliation - Authorized to Actual		
Department	FTE Variance	Explanation
City Admin	0.00	
Legal Services	(1.00)	City Administrator/City Attorney
Community Development	0.00	
Community Services	(0.50)	
Business Administration	0.00	
Public Works	(1.00)	
Police	(1.50)	
Fire	(2.00)	FT Firefighters
Totals	(6.00)	Staffing under authorization

Actual Full Time Employees 59.00
Actual Part Time Employees 41.00
Seasonal Employees 0.00

 $[\]mbox{\ensuremath{\star}}$ 2 part time FTE can not be converted to 1 full time FTE

Department: Elected - Mayor & Council

oparamona.	Elected Mayer a Searion				
Job Code	Job Title / Incumbent	<u>Election</u>	Term of Office Aut	thorized	<u>Actual</u>
	Mayor Braden Mitchell	2015	2022-2025	1.00	1.00
	Councilor / Mayor Pro Tem			1.00	
	Alan Arnold	2015	2024-2027		1.00
	Councilor			4.00	
	Bart Stevens	2017	2022-2025		1.00
	Anne Hansen	2022	2022-2025		1.00
	Michael Richter Stacey Haws	2024 2024	2024-2027 2024-2025		1.00 1.00
				E	

Total 6.00 6.00

Department:	Planning Comn	nission
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'	3 -				
Job Code	<u>Job Title / Incumbent</u> Open	DOA-City	Term Apptm't	Authorized	<u>Actual</u>
	Chairman			1.00	
	Kent Anderson	04/2020	12/2027		1.00
	NO PHOTO SUBMITTED				
	Vice Chairman			1.00	
	Celeste Noland	01/2024	01/2027		1.00
	NO PHOTO SUBMITTED				
	Commissioner			5.00	
	Collinissioner Colleen Henstra	03/2024	01/2026	5.00	1.00
	Randy Poulsen	01/2024	12/2027		1.00
	Rikard Hermann	12/2018	01/2025		1.00
	Wanda Ney	02/2019	01/2027		1.00
	Alan Bowthorpe	02/2025	01/2029		1.00











Total 7.00 7.00

реранинени.	City Administration				
Job Code	Job Title / Incumbent	DOH-City	DOH-Position	FTE Authorized	FTE <u>Actual</u>
130/140	City Recorder Michelle Marigoni	6/17/2021	6/17/2021	1.00	1.00
	This are, as		0,1172921		1.00
125	City Administrator/City Attorney Steve Brooks	11/1/2004	2/1/2022	1.00	1.00



Total 2.00 2.00

Department:	Legal Services			-T-	-T-
Job Code	Job Title / Incumbent	DOH-City	DOH-Position	FTE <u>Authorized</u>	FTE <u>Actual</u>
1042	Court Clerk III Nicole Green NO PHOTO SUBMITTED	10/31/2021	10/31/2021	1.00	1.00
1040	Court Clerk II Sonja McCauley Cathrine Dorius	2/12/2024 7/15/2024 NO PHOTO	2/12/2024 7/15/2024	1.50	1.00 0.50
1070	Prosec. Attorney Teral Tree Letitia Toombs	1/30/2017 1/30/2017	1/30/2017 1/30/2017	0.50	0.25 0.25
xxx	Justice Court Judge Paul Olds NO PHOTO SUBMITTED	1/22/2020	1/22/2020	0.50	0.50
	Dept Head Cody Cardon			1.00	0.00
	Total			4.50	3.50

Department:	Community Development				
Job Code	Job Title / Incumbent	DOH-City	DOH-Position	FTE <u>Authorized</u>	FTE <u>Actual</u>
345/380	Comm Dev Dir/RDA Deputy Dire Brandon Cooper	ctor 3/4/2024	3/4/2024	1.00	1.00
	NO PHOTO SUBMITTED				
	Total			1.00	1.00

Department:	Building			FTE	FTE
Job Code	Job Title / Incumbent	DOH-City	DOH-Position		Actual
325/310	Building Official Jeff Woody	11/30/2022	11/30/2022	1.00	1.00
315	Permit Technician/Administration Jocelyn Rivera NO PHOTO SUBMITTED	ive Assistant 6/26/2023	6/26/2023	0.50	0.50
345/380	Comm Dev Dir/RDA Deputy D Brandon Cooper	irector 3/4/2024	3/4/2024	0.00	0.00
	NO PHOTO SUBMITTED				
	Total			1.50	1.50

Department:	Business Administration			FTE	FTE
Job Code	Job Title / Incumbent	DOH-City	DOH-Position		Actual
760	Civic Center Service Clerk Cami Jacobsen Amy Cummings	9/5/2017 10/21/2021	9/5/2017 10/21/2021	1.00	0.50 0.50
720/200	Acctg. Clerk Laurie Greenhalgh	5/16/2019	5/16/2019	0.50	
	Laurie Greennaign	5/16/2019	5/10/2019		0.50
730	Utility Billing Clerk	4/40/0040	4/40/0040	1.00	4.00
	Angie Pierce	4/18/2016	4/18/2016		1.00
875/920	IT/Digital Media Technician	4/40/0005	4/40/0005	1.00	4.00
	Angel Mejia-Muniz NO PHOTO SUBMITTED	1/13/2025	1/13/2025		1.00
195/145	HR Manager/Treasurer			1.00	
	Stacey Comeau	1/31/2005	1/31/2005		1.00
165/780	Business Adminstrator Cody Cardon	1/8/2019	1/8/2019	1.00	1.00
	Total	170/2019	11012013	5.50	5.50

Department:	Community	/ Services
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Job Code	Job Title / Incumbent	DOH-City	DOH-Position	Authorized	<u>Actual</u>
XXX	Rec Assistant			6.00	
	Jayden Hansen Daysen Blair Ethan LaFollette Addison Weller Mason Smith Arzy Vernon Zander Gonzales Noah Bingam	11/21/2022 1/31/2025 11/4/2024 12/23/2024 6/19/2024 8/10/2022 5/8/2025 12/30/2024	11/21/2022 1/31/2025 11/4/2024 12/23/2024 6/19/2024 8/10/2022 5/8/2025 12/30/2024		0.50 0.50 0.50 0.50 0.50 0.50 0.50
	Granthony Wegelin Maclane Loughton Abby Miles	5/8/2025 8/19/2022 2/1/2024	5/8/2025 8/19/2022 2/1/2024		0.50 0.50 0.50
	Open				0.00

NO PHOTO SUBMITTED

NO PHOTO SUBMITTED

NO PHOTO SUBMITTED NO PHOTO SUBMITTED

NO PHOTO SUBMITTED

FTE

FTE



NO PHOTO SUBMITTED NO PHOTO SUBMITTED

NO PHOTO SUBMITTED

NO PHOTO SUBMITTED



XXX Group Fitness Instructor 0.50
Sherilyn Taylor-Brown 7/27/2017 7/27/2017 0.50



NO PHOTO SUBMITTED

1266 2.50 Comm Services Cust Service Clerk Karen Dille 9/13/1999 9/13/1999 0.50 Shari Casper 5/23/2022 0.50 5/23/2022 Betty Wilson 9/2/2014 9/2/2014 0.50 Karli Trimble 1/8/2025 1/8/2025 0.50 12/3/2021 12/3/2021 Angela Choate 0.50









Total



1270	Rec Specialist Baylee Cascaddan Jacob Kilts	8/31/2015 11/18/2024	10/16/2021 11/18/2024	1.00	0.50 0.50
		NO PHOTO SUBMITTED			
1570	Sr. Center Cook Anissa Sterner	11/17/2022	11/17/2022	0.50	0.50
	NO PH SUBMI	ОТО	111112022		0.00
1424	Sr. Center Kitchen Aide Julie Morse	5/1/2024	5/1/2024	0.50	0.50
	NO PHO SUBMIT	ОТО			
225	Seniors Program Specialist Miranda Rizzi	3/20/2014	7/1/2017	1.00	1.00
			,,,,,,		
340	Comm Services Director Rich Taylor	6/30/2014	6/30/2014	1.00	1.00
	Rounding				

13.00

12.50

Department:	Public Works			FTE	FTE
Job Code	Job Title / Incumbent	DOH-City	DOH-Position		Actual
1230	Park Mtnc Specialist I Zachary Henstra	5/24/2022	5/24/2022	1.00	1.00
1235	Park Mtnc Specialist II			0.00	0.00
1240	Park Mtnc Specialist III Matthew Guymon John Flynn	9/1/2017 10/2/2018	1/16/2018 10/2/2018	2.00	1.00 1.00
2034	Assistant Public Works Director Norm Farrell	8/17/1998	12/20/2004	1.00	1.00
1900	Crew Leader Travis Gibson Abraham Torres	5/2/2011 5/9/2006	5/2/2011 4/16/2025	2.00	1.00 1.00
2105	Utility Mtnc Operator I Gage Bennett NO PHOTO SUBMITTED	3/2/2020	3/2/2020	1.00	1.00

2110	Utility Mtnc Operator II			0.00	0.00
2115	Utility Mtnc Operator III Dallas Nalder NO PHOTO SUBMITTED	3/2/2020	7/1/2022	1.00	1.00
2115/2030	PW Inspector/Operator III Travis Dahle 7/18/2017	7/18/2017		1.00	1.00
2115/2000	Utility Mtnc Operator III/Equipme	ent Mtnc Spec		1.00	0.00
2025	PW Director Shawn Douglas	5/20/1991	10/16/2011	1.00	1.00
	Total			11.00	10.00

Department:	Police			-T-	
Job Code	Job Title / Incumbent	DOH-City	DOH-Position	FTE <u>Authorized</u>	FTE <u>Actual</u>
XXX	School Crossing Guard Kathy Doxey Lesley Kolczak	8/10/2015 11/16/2022	8/10/2015 11/16/2022	1.50	0.50 0.50 0.00
	NO PHOTO SUBMITTED	NO PHOTO SUBMITTED			
330	Code Enforcement Stephen May	8/8/2023	8/8/2023	0.50	0.50
		0.0.2020	3, 5, 2023		
1510	Animal Control Kimberlee Winn	5/31/2020	5/31/2020	1.00	1.00
2335	Patrol Secretary/Receptionist Casey Baur	11/30/2022	11/30/2022	1.00	1.00
	Case San Cas		11,00,2022		
2310	Administrative Executive Assistant Shalee Nay	7/1/2019	6/1/2021	1.00	1.00
			-		

1749 P	ol Officer		15.00	
	Dustin Farnsworth	12/31/2023	12/31/2023	1.00
	Noah Shears	2/16/2023	2/16/2023	1.00
	Meg'n Foster	5/31/2025	5/31/2025	1.00
	Matthew Phillips	6/16/2016	6/16/2016	1.00
	Open .			0.00
	Robert Lovato	6/30/2016	6/30/2016	1.00
	Luigi Panunzio	5/26/2016	5/26/2016	1.00
	Landon Brenkman	10/16/2023	10/16/2023	1.00
	Jacob Stanger	6/30/2018	6/30/2018	1.00
	Benko	10/6/2021	10/6/2021	0.00
	Jeffrey Edminster	9/30/2021	9/30/2021	1.00
	Eddie List	11/16/2022	11/16/2022	1.00
	Christopher Morreale	12/1/2022	12/1/2022	1.00
	Nathen Zaugg	2/28/2023	2/28/2023	1.00
	Rory Powers	5/16/2023	5/16/2023	1.00
	Hayden Price	5/16/2024	5/16/2024	1.00
	NO PHOTO SUBMITTED			



















1765 Pol Sgt 4.00 Ryne Schofield Tyrel Dalton Gerardo Vazquez 7/16/2016 6/1/2025 1.00 3/1/2018 5/1/2023 1.00 4/30/2018 12/16/2022 1.00 Lynn Wright 7/1/2003 9/16/2023 1.00









1745 Asst. Police Chief 1.00 Derek Engstrom 11/16/2010 6/1/2025 1.00 Police Chief 1740 1.00 Casey Warren 1.00 4/16/2004 9/1/2023 Total 26.00 24.50

De	partmer	nt:	Fire
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Job Code	Job Title / Incumbent	DOH-City	DOH-Position	FTE <u>Authorized</u>	FTE <u>Actual</u>
XXX	PT Firefighter			3.50	
	Lance Beech Eric Lofthouse	5/10/2017 7/6/2023	5/10/2017 7/6/2023		0.50 0.50





Maximilian Higley
Shawn Stanger
Cameron Cessna



7/2/2018 8/21/2019 3/29/2024









Jace Stromberg Thomas Dalton

8/10/2021 5/6/2024

4/16/2024 5/6/2024

0.50 0.50



NO PHOTO SUBMITTED

1710 Fire Inspector

Paul Flaig

4/4/1983

12/1/2023

0.50



0.50

2335 Fire Admin Secretary 0.50

Krystn Hinojosa 10/18/2004 10/18/2004

1695	FT Firefighter/EMT			12.00
	Dean Gallegos	8/21/1995	8/21/1995	1.00
	Open			0.00
	JR VanDyke	7/28/2017	7/28/2017	1.00
	Marcus Garcia	11/20/2019	1/22/2023	1.00
	Michael Razey	12/6/2022	1/22/2023	1.00
	Casey Jefferies	2/8/2024	7/15/2024	1.00
	Cordell Watts	9/3/2024	9/3/2024	1.00
	Brock Marden	9/13/2024	9/13/2024	1.00
	Ryan Hyland	9/25/2024	9/25/2024	1.00
	Nicholas Candage	1/27/2025	1/27/2025	1.00
	Kolton Read	1/27/2025	1/27/2025	1.00
	Open			0.00



NO PHOTO SUBMITTED





NO PHOTO SUBMITTED 0.50

NO PHOTO SUBMITTED

NO PHOTO SUBMITTED NO PHOTO SUBMITTED

NO PHOTO SUBMITTED NO PHOTO SUBMITTED

NO PHOTO SUBMITTED

NO PHOTO SUBMITTED

1675 Fire Captain 3.00

Nathan Tracy 11/6/2012 8/1/2018

 Nathan Tracy
 11/6/2012
 8/1/2018
 1.00

 Garrett Henry
 9/21/2018
 3/1/2019
 1.00

 Steven Whetton
 7/29/2014
 6/1/2025
 1.00







1680	Fire Chi	ief Matthew Hennessy	12/5/2005	12/1/2024	1.00	1.00
		Rounding			0.00	0.00
	Total				20.50	18.50



COMMUNITY DEVELOPMENT PROJECTS STATUS REPORT June 2025

OPEN FOR BUSINESS



GoodVets has opened their newest vet clinic located at 1140 W Riverdale Rd



DXL Big + Tall has opened their newest location at 1090 W Riverdale Road, Unit B

NEW AND ONGOING DEVELOPMENTS



America First Credit Union continues construction of their new Corporate Campus at 4624 South 1500 West.



Ken Garff Honda Riverdale continues construction of their remodel and new service bays at 950 W Riverdale Road



GoldCrest Homes (Alpine/ Fieldstone) continues construction of 68 new single-family homes at the Coleman Vu Estates at 5368 s



Panera Bread is under construction at 4122 S Riverdale Road.



The Riverdale Townhomes, a community of 45 new rental townhomes, is under construction at 4086 S 300 W.



Mission BBQ is under construction at 1083 W Riverdale Road, previously home to Honey Baked Ham.



Trader Joes is under construction at 4060 W Riverdale Road, next to Ashley Furniture.

RIVERDALE CITY CITY COUNCIL AGENDA July 15, 2025

AGENDA ITEM: G1

SUBJECT: Consideration of Resolution #2025-26 awarding a bid to Black Forest

Paving in an amount not to exceed \$1,084,636.85

PRESENTER: Shawn Douglas, Public Works Director

INFORMATION: a. Executive Summary

b. Resolution #2025-26

c. Bid Documents

BACK TO AGENDA



City Council Executive Summary

For the Council meeting on: July 15th, 2025	Petitioner: Shawn Douglas, Public Works Director
······································	oposed Action
Consideration to award a bid to Black Forest Paving for 2 exceed \$1,084,636.85	
Summary of Suppor	ting Facts & Options
Road Overlays, Curb and Gutter Replacement, and Sidew 4375 S and 1050 W. There were 3 bidders at the bid open	ening. The lowest bidder was Black Forest Paving in the the bid documents, contacted the contractors' references, Forest Paving on previous projects. The project will be t you approve the bid with a 10% contingency for any
Legal Comment	ts – City Attorney
	Steve Brooks, Attorney
Fiscal Comments – Business /	Administrator/Budget Officer
	Cody Cardon, Business Administrator
Administrative Comme	ents – City Administrator
	Steve Brooks, City Administrator



RESOLUTION NO. 2025-26

A RESOLUTION AWARDING A BID FOR 2025 ROAD IMPROVEMENT PROJECTS, FOR AN AMOUNT NOT TO EXCEED \$1,084,636.85, TO BLACK FOREST PAVING LLC AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROJECT

WHEREAS, the city staff has prepared a report and the results on the above captioned subject which is attached hereto as Exhibit "A," detailing the work, bids and submissions concerning 2025 road improvement projects; and

WHEREAS, the above noted project has been previously discussed and planned for as one that needs to be addressed and has gone through all the legal and usual processes in preparation for this type of bidding and work; and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report(s); and

WHEREAS, interested parties and the public, if any, have had the opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Riverdale City does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and hereby awards the contract to Black Forest Paving LLC.

FURTHER, the Council instructs that the Mayor is hereby authorized to enter into a contract(s) with Black Forest Paving LLC at a cost not to exceed \$1,084,636.85, for 2025 road improvement projects.

ADOPTED by the City Council of the City of Riverdale at a regular meeting thereof this _____ day of July 2025 and shall take effect at the earliest date allowed by law.

	BRADE	N D. MITCH	IELL, 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



5141 South 1500 West Riverdale City, Utah 84405 801-866-0550

16th June 2025

Riverdale City 4600 South Weber River Drive Riverdale, Utah 84405

Attn: Mayor Braden Mitchell and City Council Proj: 2025 Road Improvement Projects

Subj: Bid Results, Bid Proposal Tabulation & Recommendation

Dear Mayor Mitchell and Council Members,

The "Bid Opening" for the above referenced project was conducted Thursday, June 12th, 2025. The lowest responsible bidder is Black Forest Paving of South Jordan, Utah.

Enclosed are the "Bid Results" and "Bid Proposal Tabulation". Black Forest Paving's bid was reviewed and found to meet the bidding conditions required in the Contract Documents.

Since Black Forest Paving's bid is the low bid for the advertised project, and their bid meets the conditions of the Contract Documents, I herewith recommend award of the above referenced project in the amount of \$986,033.50

Should you have any questions or desire additional information concerning the contractor or his bid, please feel free to contact our office at your earliest convenience.

Sincerely,

CEC, Civil Engineering Consultants, PLLC.

R. Todd Freeman, S.E., P.E.

City Engineer

Cc: Shawn Douglas, Public Works Director

BID RESULTS

2025 Road Improvement Projects

OWNER: RIVERDALE CITY

ENGINEER: CEC, CIVIL ENGINEERING CONSULTANTS, PLLC.

BID DATE: June 12th, 2025

TIME: 2:00 PM

BID LOCATION: Riverdale City Offices

4600 South Weber River Drive Riverdale City, Utah 84405

BIDDERS NAME	ADDENDUM #1	BID BOND	Total all Schedules A, B, C and D with a). Mirafi MPV-600	Total all Schedules A, B, C and D with b). Huesker G30 paving mat
Black Forest Paving	X	X	\$986,033.50	\$995,343.50
Post Construction	X	X	\$993,852.70*	\$1,020,452.70*
Staker & Parson Companies	X	X	\$1,095,927.50	\$1,095,927.50

^{*}Indicates error in calculations

BID PROPOSAL TABULATION

2025 ROAD IMPROVEMENT PROJECTS

BID DATE: JUNE 12th, 2025 OWNER: RIVERDALE CITY

PUBLIC WORKS DIRECTOR: SHAWN DOUGLAS

			6153 Brok	orest Paving en Rock Circle an, Utah 84009	1762 We	Construction est 1350 South , Utah 84401	2350	rson Companies S 1900 W Utah 84401
Bid Item	Description	Quantity Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	ule A: 4350 South from 700 West to 800 West							
(appro	eximately 2,900 sy).							
A1.	Mobilization.	1 ls.	\$13,400.00	\$13,400.00	\$3,200.00	\$3,200.00	\$15,500.00	\$15,500.00
A2.	Traffic Control.	1 ls.	\$3,900.00	\$3,900.00	\$3,800.00	\$3,800.00	\$15,600.00	\$15,600.00
A3.	Storm Water Pollution Prevention Plan (SWPPP).	1 ls.	\$1,250.00	\$1,250.00	\$1,400.00	\$1,400.00	\$4,250.00	\$4,250.00
A4.	Remove and dispose existing concrete sidewalk.	650 lf.	\$12.20	\$7,930.00	\$14.50	\$9,425.00	\$11.50	\$7,475.00
A5.	Remove and dispose existing concrete flatwork.	1,600 sf.	\$3.10	\$4,960.00	\$2.45	\$3,920.00	\$3.00	\$4,800.00
A6.	Remove and dispose existing curb and gutter.	870 lf.	\$9.00	\$7,830.00	\$15.00	\$13,050.00	\$11.00	\$9,570.00
A7.	Remove and replace existing stormwater grate.	1 ea.	\$700.00	\$700.00	\$3,584.90	\$3,584.90	\$3,575.00	\$3,575.00
A8.	Remove tree and grind stump.	3 ea.	\$1,700.00	\$5,100.00	\$852.50	\$2,557.50	\$1,375.00	\$4,125.00
A9.	Furnish and install 4-foot wide, 4-inch thick concrete sidewalk.	450 lf.	\$42.50	\$19,125.00	\$43.00	\$19,350.00	\$27.50	\$12,375.00
A10.	Furnish and install 4-foot wide, 6-inch thick concrete sidewalk.	200 lf.	\$52.50	\$10,500.00	\$54.00	\$10,800.00	\$44.50	\$8,900.00
A11.	Furnish and install 4-inch-thick concrete flatwork.	100 sf.	\$14.00	\$1,400.00	\$14.00	\$1,400.00	\$18.00	\$1,800.00
A12.	Furnish and install 6-inch-thick concrete flatwork.	1,550 sf.	\$13.50	\$20,925.00	\$12.50	\$19,375.00	\$10.50	\$16,275.00

				6153 Brok	orest Paving en Rock Circle an, Utah 84009	1762 We	Construction est 1350 South , Utah 84401	2350	rson Companies S 1900 W Utah 84401
Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A13.	Furnish and install concrete curb and gutter.	870	lf.	\$51.00	\$44,370.00	\$45.00	\$39,150.00	\$40.00	\$34,800.00
A14.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	150	ton	\$58.00	\$8,700.00	\$57.00	\$8,550.00	\$71.50	\$10,725.00
A15.	Asphalt and roadbase patching.	240	sy.	\$62.00	\$14,880.00	\$60.00	\$14,400.00	\$77.50	\$18,600.00
A16.	Roadway edge mill grinding.	1,400	sy.	\$4.20	\$5,880.00	\$5.80	\$8,120.00	\$3.35	\$4,690.00
A17.	Asphalt leveling course.	50	ton	\$117.00	\$5,850.00	\$138.00	\$6,900.00	\$166.00	\$8,300.00
A18.	Asphalt fabric. a). Mirafi MPV-600. b). Huesker G30 paving mat.	3,000 3,000	-	\$2.85 \$3.55	\$8,550.00 \$10,650.00	\$3.00 \$5.00	\$9,000.00 \$15,000.00	\$4.60 \$4.60	\$13,800.00 \$13,800.00
A19.	2-1/4 - inch asphalt overlay.	380	ton	\$95.00	\$36,100.00	\$105.00	\$39,900.00	\$115.00	\$43,700.00
A20.	Lower and raise manhole frame and cover to finish grade.	6	ea.	\$1,000.00	\$6,000.00	\$1,094.50	\$6,567.00	\$1,100.00	\$6,600.00
A21.	Lower and raise valve box ring and cover to finish grade.	1	ea.	\$1,000.00	\$1,000.00	\$825.00	\$825.00	\$825.00	\$825.00
A22.	Remove and replace all landscaping, improvements, public/private damaged during construction.	3,400	sf.	\$3.40	\$11,560.00	\$3.90	\$13,260.00	\$4.25	\$14,450.00
	Sub-Total Schedule A with 18 a):				\$239,910.00		\$238,534.40		\$260,735.00
	Sub-Total Schedule A with 18 b):				\$242,010.00		\$244,534.40		\$260,735.00
	ule B: 4375 South from 900 West to 950 West oximately 990 sy).								
B1.	Mobilization.	1	ls.	\$8,400.00	\$8,400.00	\$1,900.00	\$1,900.00	\$13,600.00	\$13,600.00
B2.	Traffic Control.	1	ls.	\$2,750.00	\$2,750.00	\$2,550.00	\$2,550.00	\$10,445.00	\$10,445.00
В3.	Storm Water Pollution Prevention Plan (SWPPP).	1	ls.	\$1,250.00	\$1,250.00	\$850.00	\$850.00	\$3,135.00	\$3,135.00

				6153 Brok	orest Paving en Rock Circle an, Utah 84009	1762 We	Construction est 1350 South , Utah 84401	2350	rson Companies S 1900 W Utah 84401
Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
В4.	Remove and dispose existing concrete sidewalk.	230		\$12.20	\$2,806.00	\$14.20	\$3,266.00	\$11.50	\$2,645.00
B5.	Remove and dispose concrete flatwork.	175	sf.	\$3.10	\$542.50	\$7.50	\$1,312.50	\$4.50	\$787.50
B6.	Remove and dispose existing curb and gutter.	375	lf.	\$9.00	\$3,375.00	\$16.20	\$6,075.00	\$11.00	\$4,125.00
В7.	Remove and dispose concrete waterway (approximately 200 sf).	1	ls.	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00
B8.	Remove tree and grind stump.	3	ea.	\$1,700.00	\$5,100.00	\$852.50	\$2,557.50	\$1,375.00	\$4,125.00
В9.	Furnish and install 4-foot wide, 4-inch thick concrete sidewalk.	200	lf.	\$42.50	\$8,500.00	\$44.00	\$8,800.00	\$39.00	\$7,800.00
B10.	Furnish and install 4-foot wide, 6-inch thick concrete sidewalk.	30	lf.	\$60.00	\$1,800.00	\$65.00	\$1,950.00	\$118.00	\$3,540.00
B11.	Furnish and install handicap ramp (red brick color).	1	ea.	\$2,800.00	\$2,800.00	\$4,400.00	\$4,400.00	\$3,850.00	\$3,850.00
B12.	Furnish and install 6-inch thick concrete flatwork.	90	sf.	\$18.00	\$1,620.00	\$24.00	\$2,160.00	\$18.00	\$1,620.00
B13.	Furnish and install concrete curb and gutter.	375	lf.	\$53.00	\$19,875.00	\$49.50	\$18,562.50 *	\$44.00	\$16,500.00
B14.	Furnish and install concrete waterway (approximately 200 sf).	1	ls.	\$7,000.00	\$7,000.00	\$8,300.00	\$8,300.00	\$4,760.00	\$4,760.00
B15.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	60	ton	\$58.00	\$3,480.00	\$82.00	\$4,920.00	\$76.00	\$4,560.00
B16.	Asphalt and roadbase patching.	100	sy.	\$62.00	\$6,200.00	\$90.00	\$9,000.00	\$77.50	\$7,750.00
B17.	Roadway edge mill grinding.	575	sy.	\$6.80	\$3,910.00	\$7.20	\$4,140.00	\$5.40	\$3,105.00
B18.	Asphalt leveling course.	20	ton	\$135.00	\$2,700.00	\$200.00	\$4,000.00	\$220.00	\$4,400.00
B19.	Asphalt fabric.			***	***	***	***	*	***************************************
	a). Mirafi MPV-600. b). Huesker G30 paving mat.	1,000 1,000		\$2.85 \$3.55	\$2,850.00 \$3,550.00	\$3.20 \$5.20	\$3,200.00 \$5,200.00	\$4.75 \$4.75	\$4,750.00 \$4,750.00

				6153 Brok	orest Paving en Rock Circle an, Utah 84009	1762 We	Construction est 1350 South , Utah 84401	2350	rson Companies S 1900 W Utah 84401
Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
B20.	2-1/4 - inch asphalt overlay.	135	ton	\$109.00	\$14,715.00	\$135.00	\$18,225.00	\$115.00	\$15,525.00
B21.	Lower and raise manhole frame and cover to finish grade.	1	ea.	\$1,000.00	\$1,000.00	\$1,094.50	\$1,094.50	\$1,100.00	\$1,100.00
B22.	Lower and raise valve box ring and cover to finish grade.	1	ea.	\$1,000.00	\$1,000.00	\$825.00	\$825.00	\$825.00	\$825.00
B23.	Remove and replace all landscaping improvements, public/private damaged during construction.	1,500	sf.	\$3.40	\$5,100.00	\$3.90	\$5,850.00	\$4.25	\$6,375.00
	Sub-Total Schedule B with 19 a):				\$108,173.50		\$115,438.00 *		\$126,122.50
	Sub-Total Schedule B with 19 b):				\$108,873.50		\$117,438.00 *		\$126,122.50
	ule C: 1025 West from 1150 West to 4400 South oximately 7,795 sy).								
C1.	Mobilization.	1	ls.	\$26,600.00	\$26,600.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
C2.	Traffic Control.	1	ls.	\$9,000.00	\$9,000.00	\$3,800.00	\$3,800.00	\$16,600.00	\$16,600.00
C3.	Storm Water Pollution Prevention Plan (SWPPP).	1	ls.	\$2,500.00	\$2,500.00	\$1,330.00	\$1,330.00	\$3,400.00	\$3,400.00
C4.	Remove and dispose existing concrete sidewalk.	950	lf.	\$12.20	\$11,590.00	\$11.35	\$10,782.50	\$11.50	\$10,925.00
C5.	Remove and dispose existing concrete flatwork.	2,900	sf.	\$3.10	\$8,990.00	\$2.50	\$7,250.00	\$3.00	\$8,700.00
C6.	Remove and dispose existing curb and gutter.	2,300	lf.	\$9.00	\$20,700.00	\$14.25	\$32,775.00	\$11.00	\$25,300.00
C7.	Remove and replace existing stormwater grate.	2	ea.	\$700.00	\$1,400.00	\$3,584.90	\$7,169.80	\$3,575.00	\$7,150.00
C8.	Remove tree and grind stump.	1	ea.	\$1,700.00	\$1,700.00	\$852.50	\$852.50	\$1,375.00	\$1,375.00
C9.	Furnish and install 4-foot wide, 4-inch thick concrete sidewalk.	650	lf.	\$42.50	\$27,625.00	\$43.00	\$27,950.00	\$31.00	\$20,150.00
C10.	Furnish and install 4-foot wide, 6-inch thick concrete sidewalk.	300	lf.	\$52.50	\$15,750.00	\$55.00	\$16,500.00	\$44.50	\$13,350.00

				6153 Brok	orest Paving en Rock Circle an, Utah 84009	1762 We	Construction est 1350 South , Utah 84401	2350	rson Companies S 1900 W Utah 84401
Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
C11.	Furnish and install handicap ramp (red brick color).	6	ea.	\$2,800.00	\$16,800.00	\$4,400.00	\$26,400.00	\$3,600.00	\$21,600.00
C12.	Furnish and install 6-inch thick concrete flatwork.	2,600	sf.	\$13.35	\$34,710.00	\$12.60	\$32,760.00	\$10.50	\$27,300.00
C13.	Furnish and install concrete curb and gutter.	2,300	lf.	\$46.50	\$106,950.00	\$45.00	\$103,500.00	\$40.00	\$92,000.00
C14.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	500	ton	\$58.00	\$29,000.00	\$56.00	\$28,000.00	\$75.00	\$37,500.00
C15.	Asphalt and roadbase patching.	800	sy.	\$62.00	\$49,600.00	\$53.00	\$42,400.00	\$75.00	\$60,000.00
C16.	Roadway edge mill grinding.	5,300	sy.	\$3.25	\$17,225.00	\$3.45	\$18,285.00	\$3.35	\$17,755.00
C17.	Asphalt leveling course.	250	ton	\$105.00	\$26,250.00	\$110.00	\$27,500.00	\$145.00	\$36,250.00
C18.	Asphalt fabric. a). Mirafi MPV-600 b). Huesker G30 paving mat	7,800 7,800	,	\$2.85 \$3.55	\$22,230.00 \$27,690.00	\$3.00 \$5.00	\$23,400.00 \$39,000.00	\$4.60 \$4.60	\$35,880.00 \$35,880.00
C19.	2-1/4 - inch asphalt overlay.	1,000	ton	\$95.00	\$95,000.00	\$98.00	\$98,000.00	\$105.00	\$105,000.00
C20.	Lower and raise manhole frame and cover to finish grade.	13	ea.	\$1,000.00	\$13,000.00	\$1,094.50	\$14,228.50	\$1,100.00	\$14,300.00
C21.	Lower and raise valve box ring and cover to finish grade.	1	ea.	\$1,000.00	\$1,000.00	\$825.00	\$825.00	\$825.00	\$825.00
C22.	Remove and replace all landscaping improvements, public/private damaged during construction.	7,200	sf.	\$3.40	\$24,480.00	\$3.90	\$28,080.00	\$4.25	\$30,600.00
	Sub-Total Schedule C with 18 a):				\$562,100.00		\$554,288.30		\$600,960.00
	Sub-Total Schedule C with 18 b):				\$567,560.00		\$569,888.30		\$600,960.00
	ule D: 5400 South from Water Tank to 575 West eximately 1,500 sy).								
D1.	Mobilization.	1	ls.	\$6,750.00	\$6,750.00	\$1,500.00	\$1,500.00	\$13,500.00	\$13,500.00
D2.	Traffic Control.	1	ls.	\$2,200.00	\$2,200.00	\$1,500.00	\$1,500.00	\$9,700.00	\$9,700.00

				6153 Brok	orest Paving en Rock Circle an, Utah 84009	1762 We	Construction est 1350 South , Utah 84401	2350	rson Companies S 1900 W Utah 84401
Bid Item	Description	Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
D3.	Storm Water Pollution Prevention Plan (SWPPP).	1	ls.	\$1,250.00	\$1,250.00	\$850.00	\$850.00	\$3,150.00	\$3,150.00
D4.	Remove and dispose existing concrete sidewalk.	50	lf.	\$15.00	\$750.00	\$21.00	\$1,050.00	\$20.00	\$1,000.00
D5.	Remove and dispose existing concrete flatwork.	20	sf.	\$20.00	\$400.00	\$25.00	\$500.00	\$32.00	\$640.00
D6.	Remove and dispose existing concrete curb and gutter.	110	lf.	\$10.00	\$1,100.00	\$25.00	\$2,750.00	\$14.00	\$1,540.00
D7.	Furnish and install 4-foot wide, 4-inch thick concrete sidewalk.	25	lf.	\$60.00	\$1,500.00	\$60.00	\$1,500.00	\$120.00	\$3,000.00
D8.	Furnish and install 4-foot wide, 6-inch thick concrete sidewalk.	20	lf.	\$80.00	\$1,600.00	\$73.00	\$1,460.00	\$170.00	\$3,400.00
D9.	Furnish and install 6-inch-thick concrete flatwork.	20	sf.	\$25.00	\$500.00	\$58.00	\$1,160.00	\$70.00	\$1,400.00
D10.	Furnish and install concrete curb and gutter.	110	lf.	\$58.00	\$6,380.00	\$62.00	\$6,820.00	\$53.00	\$5,830.00
D11.	Sub-grade excavation, disposal and replacement with crushed pit run materials.	100	ton	\$58.00	\$5,800.00	\$81.00	\$8,100.00	\$71.50	\$7,150.00
D12.	Asphalt and roadbase patching.	100	sy.	\$62.00	\$6,200.00	\$95.00	\$9,500.00	\$77.50	\$7,750.00
D13.	Roadway edge mill grinding.	750	sy.	\$5.80	\$4,350.00	\$6.25	\$4,687.50	\$4.40	\$3,300.00
D14.	Asphalt leveling course.	75	ton	\$117.00	\$8,775.00	\$145.00	\$10,875.00	\$170.00	\$12,750.00
D15.	Asphalt fabric.								
	a). Mirafi MPV-600	1,500		\$2.85	\$4,275.00	\$3.50	\$5,250.00	\$5.20	\$7,800.00
	b). Huesker G30 paving mat.	1,500	sy.	\$3.55	\$5,325.00	\$5.50	\$8,250.00	\$5.20	\$7,800.00
D16.	2-1/4 - inch asphalt overlay.	200	ton	\$105.00	\$21,000.00	\$125.00	\$25,000.00	\$115.00	\$23,000.00
D17.	Lower and raise manhole frame and cover to finish grade.	1	ea.	\$1,000.00	\$1,000.00	\$1,094.50	\$1,094.50	\$1,100.00	\$1,100.00
D18.	Lower and raise valve box ring and cover to finish grade.	1	ea.	\$1,000.00	\$1,000.00	\$825.00	\$825.00	\$825.00	\$825.00

R	Description			South Jord	en Rock Circle an, Utah 84009		est 1350 South , Utah 84401		S 1900 W Utah 84401
		Quantity	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
D19. p	Remove and replace all landscaping improvements, bublic/private damaged during construction.	200	- C	Ф2 4O	\$1,0 2 0,00	\$2.00	¢1 170 00	#4.2 E	Φ1 27F 00
	nublic/private damaged during construction.	300	SI.	\$3.40	\$1,020.00	\$3.90	\$1,170.00	\$4.25	\$1,275.00
	Sub-Total Schedule D with 15 a):				\$75,850.00		\$85,592.00		\$108,110.00
	Sub-Total Schedule D with 15 b):				\$76,900.00		\$88,592.00		\$108,110.00
Schedul	e A: 4350 South from 700 West to 800 West (approximate	ely 2,900 s	sy).						
	Sub-Total Sche				\$239,910.00		\$238,534.40		\$260,735.00
	Sub-Total Sched	dule A wit	th 18 b):		\$242,010.00		\$244,534.40		\$260,735.00
Schedul	e B: 4375 South from 900 West to 950 West (approximate	elv 990 sv	\						
Schedul	Sub-Total Scher				\$108,173.50		\$115,438.00 *		\$126,122.50
	Sub-Total Scheo				\$108,873.50		\$117,438.00 *		\$126,122.50
Schedul	e C: 1025 West from 1150 West to 4400 South (approxima	ately 7 795	(ve)						
Concadi	Sub-Total Sche				\$562,100.00		\$554,288.30		\$600,960.00
	Sub-Total Scheo				\$567,560.00		\$569,888.30		\$600,960.00
	D. FAOO O. ol C. W. o. Th. L. FRE W. o. (. 1 4 54	00 \						
Schedul	e D: 5400 South from Water Tank to 575 West (approximately Sub-Total Scheoo				\$75,850.00		\$85,592.00		\$108,110.00
	Sub-Total Sched				\$76,900.00		\$88,592.00		\$108,110.00
			, .		, , , , , , , , , , , , , , , , , , , ,		, , , , , , , , , , , , , , , , , , , ,		,,
	Total all Schedules A, B, C and D with a).	Mirafi M	PV-600:		\$986,033.50		\$993,852.70 *		\$1,095,927.50
	Total all Schedules A, B, C and D with b). Huesker	G30 pavi	no mat:		\$995,343.50		\$1,020,452.70 *		\$1,095,927.50
	Total an ochedules 13, 25, 3 and 2 with 5). Theorem	G50 pavi	116 11146		Ψ773,343.30		Ψ1,020,432.70		ψ1,073,727.30
S	ourety Company				asualty Insurance ompany		es Fire Insurance ompany		and Deposit y of Maryland
	City, State			Bos	ton, MA		DE	Schai	mburg, IL
	Bid Security - Bid Bond Amount				5%		5%		5%
	Contractor's License Number			9670	578-5501	321	927-5501	4910	822-5501

^{*} Denotes error in calculation.

RIVERDALE CITY CITY COUNCIL AGENDA July 15, 2025

AGENDA ITEM: G2

SUBJECT: Consideration of Resolution #2025-27 awarding a bid to Hansen

Planning Group for a comprehensive development code update.

PRESENTER: Brandon Cooper, Community Development Director

INFORMATION: a. Resolution #2025-27

b. Executive Summary/Documents

BACK TO AGENDA



RESOLUTION NO. 2025-27

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HANSEN PLANNING GROUP, LLC FOR A COMPREHENSIVE DEVELOPMENT CODE UPDATE, IN AN AMOUNT NOT TO EXCEED \$63,950.00.

WHEREAS, the city staff has prepared a report and the results on the above captioned subject which is attached hereto as Exhibit "A," detailing the scope of work, solicitation, and proposal concerning Comprehensive Development Code Update; and

WHEREAS, the above noted project has been previously discussed and planned for as one that needs to be addressed and has gone through all the legal and usual processes in preparation for this type of work; and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report(s); and

WHEREAS, interested parties and the public, if any, have had the opportunity to be heard on the subject.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Riverdale City does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and hereby awards the contract to Hansen Planning Group, LLC.

FURTHER, the Council instructs that the Mayor is hereby authorized to enter into a contract(s) with Hansen Planning Group LLC at a cost not to exceed \$63,950.00 for the Comprehensive Development Code Update.

ADOPTED by the City Council of the City of Riverdale at a regular meeting thereof this _____ day of July 2025 and shall take effect at the earliest date allowed by law.

ATTEST:	BRADE	N D. MITCH	ELL, 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



TRANSMITTAL

Body: City Council

Topic: Approval of Professional Services Agreement – Hansen Planning

Comprehensive Development Code Update

Department: Community Development

Director: Brandon Cooper

Staff/Presenter: Brandon Cooper

Contact: bcooper@riverdalecity.com

Executive Summary

Riverdale City staff recommends entering into a Professional Services Agreement with **Hansen Planning Group, LLC** to lead the City's **Comprehensive Development Code Update**. This project represents a critical opportunity to modernize and consolidate Riverdale's zoning and subdivision regulations (Title 10), ensure compliance with current state law, and better align the City's land use policies with its General Plan and redevelopment goals.

The scope of work includes:

- A full review and rewrite of the zoning and subdivision ordinances
- Integration of existing planning documents and agreements
- Updates to the General Plan and Zoning Map to ensure consistency
- Management of a public process for adoption
- One year of post-adoption implementation support

The consultant team will also include **Jones & DeMille Engineering, Inc.** for mapping and engineering review services. The total not-to-exceed cost for this effort is **\$63,950**, which includes all consultant fees, subcontractor services, outreach support, and reimbursable expenses.

Subject to City Council approval, the work will begin July 16, 2025, and is anticipated to conclude by April 30, 2026.



TRANSMITTAL

Process:

Open Date: April 29, 2025
 Close Date: May 19, 2025

Number of Respondents: 2

• Conditional Notice of Award: June 13, 2025

Fiscal Impact:

Appropriations were made for this contract in the FY 2026 approved budget (10-58-3300).

Requested Action:

Staff respectfully requests that the City Council **approve the attached Professional Services Agreement** with Hansen Planning Group, LLC and authorize the Mayor to execute the agreement on behalf of Riverdale City.

Requested Timeline:

City Council Meeting - July 15, 2025

Attachments

Professional Services Agreement Solicitation Resolution

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT , entered into as of the	day of	, 2025,
by and between the RIVERDALE CITY, a Utah political	al entity (hereinafter	"City") and
HANSEN PLANNING GROUP, a Utah limited liabilit	y company (hereinaft	ter "Consultant").
The City and Consultant are collectively referred to herei	in as the "Parties" an	d sometimes
individually as a "Party".		

RECITALS

WHEREAS, the City has established a need for a professional consultant for comprehensive zoning code updates to its Title 10 – Zoning Ordinance; and

WHEREAS, the Consultant proposes to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein and of the payments for services hereinafter described, the parties hereto do mutually agree as follows:

- 1. **Performance of Services**. City hereby agrees to engage Consultant, and Consultant hereby agrees to perform the work described in the Scope of Services set forth in Exhibit A, attached to and made part of this Agreement.
- **2. Time of Performance.** This Agreement shall commence on July 16, 2025, and shall terminate on April 30, 2026, unless sooner terminated under other terms of this Agreement.
- 3. Compensation. As full compensation for performance of the Scope of Services, City shall pay Consultant SIXTY-THREE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$63,950). Consultant shall invoice City for services performed on a monthly basis, and City shall pay Consultant within thirty (30 days) of receipt of such invoice.
- **4. Furnishing of W-9:** Payment under this Agreement is contingent upon Consultant furnishing City with a completed W-9 IRS tax form, which shall be attached hereto and incorporated herein. Consultant shall cooperate with City in furnishing any additional information the City may need to comply with rules and regulations of the Internal Revenue Service.
- 5. Termination of Agreement for Cause. If, through any cause, a Party shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if a Party shall violate any of the covenants, agreements or stipulations of this Agreement, the other Party shall have the right to terminate this Agreement by giving five (5) days written notice to the Party of such termination and specifying the effective date thereof. In the event of termination for cause, Consultant shall be entitled to receive only the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination. Notwithstanding the above, exercise of termination for cause shall not relieve of liability for damages for breach of contract.

- 6. Termination for Convenience. The City or Consultant may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, Consultant shall be entitled to receive the pro rata share of the total compensation which is equal to any satisfactory work completed as of the date of termination.
- 7. **Prior Agreements.** This Agreement supersedes, supplants and extinguishes any prior agreement between the parties.
- **8. Attorneys' Fees.** In the event either Party institutes litigation to enforce its rights under this Agreement, the prevailing Party in such litigation shall be entitled to an award of its reasonable attorneys' fees and costs.
- 9. Notice. Any notice, or notices, required or permitted to be given pursuant to the Agreement, may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

City: Brandon Cooper

Riverdale City

4600 South Weber River Drive

Riverdale, Utah 84405

801.394.5541

Consultant: Mike Hansen

Hansen Planning Group

124 B Street

Springville, Utah 84663

801.550.5075

- 10. Independent Contractor. Consultant is independent of the City and shall perform all services according to his own methods without being subject to the control of the City, except as to the results obtained. Consultant is not and shall not be considered an employee of the City. The City shall not pay nor be responsible for any contribution to Social Security, Medicare, unemployment insurance, federal or state withholding taxes, nor provide any other contributions of benefits, which might be expected in an employer-employee relationship. Consultant, as an independent Consultant, shall provide and be responsible for any and all subconsultants, and its employees or agents, federal and state withholding, unemployment compensation contributions and social security tax withholding, etc. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, or other benefits that may be due as a result of this Agreement. Consultant is a Utah limited liability company. City agrees that its sole remedy for any claims, damages, losses, expenses and costs arising from or caused by Consultant's work regarding the Scope of Services shall be against this entity and not against any individual employee, member or owner of Consultant.
 - 11. Insurance. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this agreement. The cost of such

insurance shall be paid by the Consultant. The amount of insurance shall not be less than:

i) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$100,000 per accident.

Each insurance policy required by this Agreement shall contain the following provisions which provide that:

- i) The insurance shall not be canceled by the insurance company except after thirty days prior written notice (or ten days written notice for non-payment of premium) has been given to the City).
- ii) Any insurance or self-insurance maintained by Riverdale City or the Riverdale City Redevelopment Agency, its elected or appointed officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with insurance provided by this policy. This shall not apply to Professional Liability or Workers Compensation.

Insurance is to be placed with insurers acceptable to and approved by the City. Consultant's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by the City. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

The City shall be furnished with certificates of insurance and endorsements affecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins within the Scope Area.

The City reserves the right to require complete copies of all required insurance policies at any time.

Consultant shall require all of its sub-consultants to maintain similar policies and shall furnish separate certificates and endorsements for each sub-consultant. All coverages for Consultant's sub-consultants shall be subject to all of the requirements stated herein.

The limits of insurance required herein shall be construed as limiting the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from the activities of Consultant or its agents, employees, invitees or subconsultants during the duration of this Agreement.

12. Indemnification. Consultant agrees to indemnify and hold harmless the City, its elected and appointed officials, employees, and volunteers and others working on behalf of the City against loss, including all costs connected therewith, and for any damages which may be recovered against or from the City, its elected and appointed officials, employees, volunteers or

others working on behalf of the City, by reason of personal injury, including bodily injury or death and/or property damage, to the extent caused by the negligence performance of the services under this Agreement. Consultant shall also indemnify the City and hold the City harmless from debts arising out of other contracts entered into by Consultant, or from any liens or encumbrances. Notwithstanding any provision in this Agreement to the contrary, City agrees to the fullest extent permitted by law, to limit Consultant's total aggregate liability to City and anyone claiming by or through City, for any and all injuries, claims, losses, expenses, damages, costs and expenses arising out of or relating to the services provided under this Agreement or the Project, from any and all causes including but not limited to negligence, breach of contract, or any other legal or equitable theory, to the remaining limits of liability available from Consultant's applicable insurance policies required under this Agreement at the time of any settlement or final judgment in favor of City and/or its successors in interest.

- 13. Interest of Consultant. Consultant covenants that Consultant presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.
- 14. When Rights and Remedies Not Waived. In no event shall any payment or granting of consideration by the City hereunder constitute or be construed to be a waiver by the City of any breach of conditions or any default which may then exist, or while any such breach or default shall exist, in no way impair or prejudice any right or remedy available to City with respect to such breach or default.
- 15. Severability of Provisions. If any provisions of this Agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- **16. Modifications.** No oral modifications or amendments to the Agreement shall be effective, but the Agreement may be modified or amended by written agreement.
- 17. Governing Law. This Agreement, its terms and conditions, shall be governed by Utah law.
- 18. Employment Status Verification. Consultant shall register and participate in the Status Verification System and comply with Utah Code Ann. Section 63G-12-302 of the Utah Immigration Accountability and Enforcement Act.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto execute the foregoing instrument as of the day and year first above written.

	<u>CITY:</u>
	Riverdale City
	By: Braden Mitchell, Mayor
ATTEST:	
City Recorder	
APPROVED AS TO FORM:	
City Attorney	
	CONSULTANT:
	Hansen Planning Group
	By:
	Its:

EXHIBIT A

to Professional Services Agreement <u>Scope of Services</u>

See attached



Riverdale City c/o Michelle Marigoni, City Recorder 4600 So. Weber River Drive Riverdale, Utah 84405

May 19, 2025

RE: RIVERDALE CITY COMPREHENSIVE DEVELOPMENT CODE UPDATE - COVER LETTER

Hansen Planning Group, LLC is pleased to submit this proposal for Riverdale City's Comprehensive Development Code Update. Based on our review of your RFP and our experience with similar projects, we understand that Riverdale City seeks to:

- 1. Complete a comprehensive update of the City's Zoning Code (Title 10).
- 2. Review various documents to determine if/how they might be incorporated in the Zoning Code.
- 3. Update the General Plan and Zoning Map to complement the new Zoning Code text.
- 4. Move the Zoning Code rewrite through the public process.

Our team has carefully analyzed Riverdale's current regulations and recognizes the challenges inherent in administering a code that has evolved incrementally over time. We believe our expertise in code development—having completed nearly 200 projects for over 130 local government entities—positions us to deliver a streamlined, compliant, and user-friendly code that will serve Riverdale's needs for years to come.

The officers of our firm include:

- Mike Hansen, Principal (Springville, UT)
- Jacob Hansen, Legal Counsel (Springville, UT)
- Isaac Hansen, Mapping Specialist (Springville, UT)

For this project, we will provide all services outlined in the scope of work, with technical mapping and engineering consultation provided by our subcontractor, Jones & DeMille Engineering Inc. Our primary point of contact for this project will be:

Mike Hansen, Principal | 124 B Street, Springville, UT 84663 <u>mike@hansenplanninggroup.com</u> | 801.550.5075

Hansen Planning Group has no conflicts of interest that would impair our ability to provide objective services to Riverdale City.

Respectfully submitted,

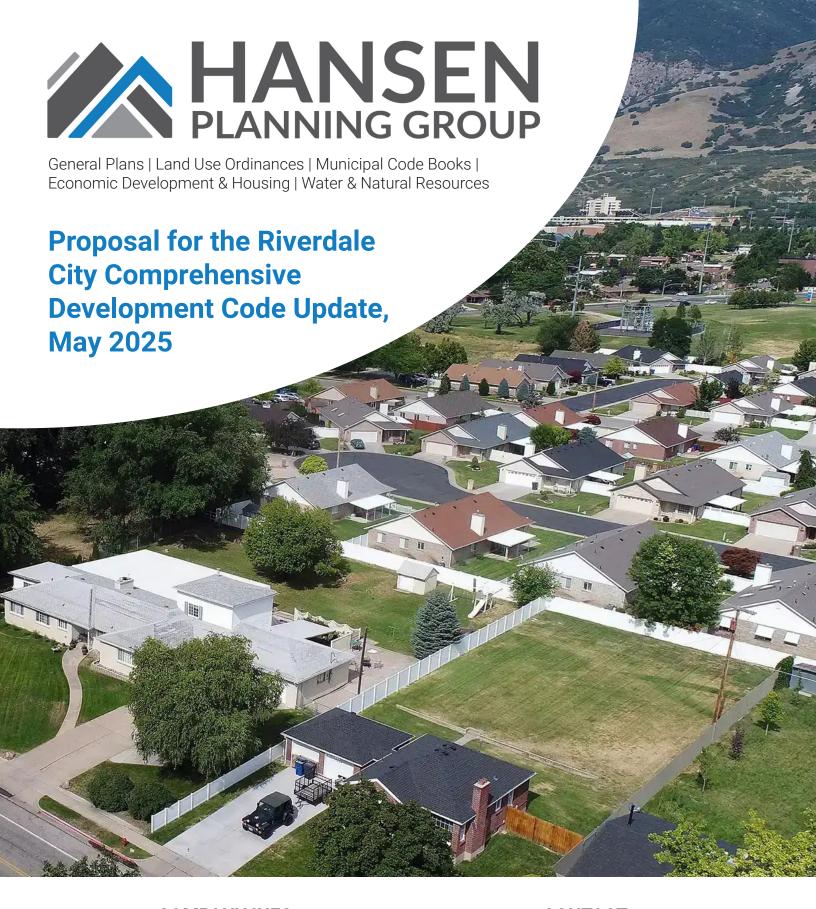
Mike Hansen, AICP

Hansen Planning Group, LLC

124 B Street, Springville, UT 84663

 $\underline{HansenPlanningGroup.com}$

Federal ID # 93-3327759



COMPANY INFO:

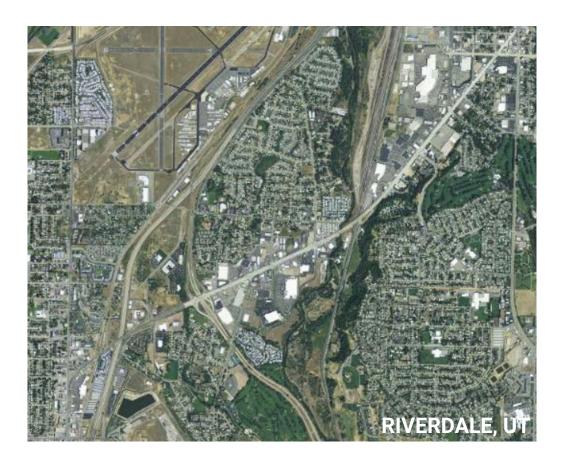
Hansen Planning Group, LLC 124 B Street, Springville, UT 84663 <u>HansenPlanningGroup.com</u> Federal ID # 93-3327759

CONTACT:

Mike Hansen, Principal mike@hansenplanninggroup.com 801.550.5075

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EXECUTIVE SUMMARY

Hansen Planning Group understands that Riverdale City seeks a comprehensive update to its development code (Title 10) that will modernize regulations while ensuring compliance with current state requirements. As a community of approximately 9,300 residents situated between major transportation corridors with significant commercial development, Riverdale faces unique challenges in balancing growth pressures with community character preservation.

Our understanding is that the Scope of Services for this project includes:

- (1) Development Code Assessment and Revision. The current code structure, while functional, presents opportunities for improvement in several key areas:
- Organization and formatting that maximizes the functionality of the CivicPlus platform,
- Incorporation of visual aids to enhance understanding,
- Implementation of modern zoning approaches where appropriate,
- Evaluation of existing development agreements,
- Consolidation or addition of zoning districts where beneficial,
- Addition of definitions for various land uses.
- Economic development and sustainability focus,
- Alignment with current LUDMA requirements,
- Addressing outstanding update requests,
- Developing specific standards for conditional uses, and
- Revising subdivision regulations for consistency and state law compliance.
- (2) Adjustments to the Land Use Portion of the General Plan and Zoning Map. These documents should be revised as needed to ensure cohesiveness with the City's updated development code.

(3) Assistence with the Public Adoption Process to help the City adopt the revisions to the development code, General Plan, and Zoning Map.

Our code revision philosophy centers on creating regulations that are clear, consistent, and readily implementable. We utilize:

- Systematic code auditing to identify inconsistencies and compliance issues,
- Close collaboration with staff to understand administrative challenges,
- Strategic incorporation of visual elements and flowcharts,
- Plain language drafting to enhance accessibility, and
- Validation against best practices and state requirements.

When it comes to public engagement, we employ a multi-faceted engagement approach that includes targeted stakeholder interviews, interactive workshops during the development phase, digital engagement tools.

Our team employs specialized tools for code development, such as a proprietary code compliance analysis framework, GIS-based zoning analysis, and code illustrations.

Hansen Planning Group is a small, agile team of planning and land use experts. Our efficient and quality work has enabled us to complete 192 projects for 134 local government entities over the last 8 years.

We will also be partnering with Jones & DeMille Engineering Inc. on this project, who will provide supplemental engineering and mapping support. Jones & DeMille has over 40 years of planning and engineering experience in Utah.



CORE EXPERTS

Team resumes are attached as Appendix C.



Mike Hansen

- American Institute of Certified Planners (AICP)
- Master's of Political Economy, GWC
- Master's of Public Administration, University of Utah
- B.S. Urban Planning, University of Utah

Mike has worked in strategy, land use, and organizational development for 20+ years. His career has been marked by successful leadership amidst progressively difficult challenges. Working in all levels of government, he has worn the hats of a strategic planner, demographer, administrator, and change leader. He has led small entrepreneurial teams, statewide initiatives, and even served in the Governor's Cabinet.

Among his many achievements, Mike's optimization efforts led to Utah being recognized as the "Best Managed State." In the private sector, Mike has orchestrated projects with citizen groups, special service districts, city staff, and engineers. Focusing on short-term implementation strategies and the long-term return on investment, Mike has drafted roadmaps for cities, counties, and the state with results seen in land use, industry investment, economic development, and state code compliance.



Jacob Hansen

- Juris Doctorate, J. Reuben Clark Law School (BYU)
- B.S. Economics, Brigham Young University

Jacob graduated from law school with honors. During law school, Jacob worked for Judge Carolyn B. McHugh on the U.S. Court of Appeals for the Tenth Circuit, for Chief Justice Durant on the Utah Supreme Court, and at Sidley Austin, one of the world's top law firms. He was also an editor of the BYU Law Review and winner of the school's appellate brief writing competition.

Jacob uses his legal background to draft local laws that are clear, effective, and compliant with state and federal law. He has personally architected major updates to the subdivision codes of 84 Utah municipalities and has developed proprietary tools for city code compliance review. Jacob also enjoys researching, writing, and teaching about land use and economic issues.



SUPPORTING EXPERTS

Team resumes are attached as Appendix C.



Isaac Hansen

• B.S. Environmental Science and Ecological Restoration, Humboldt State University

Isaac has nearly 10 years of experience in environmental resource planning and conservation. He has worked with both local governments and private parties to draft ordinances, conduct feasibility studies, optimize property taxes, and make actionable plans.

Isaac has also coordinated land annexations and acquisitions, including a +20,000-acre carbon offset project in the Olympic Rainforest. His special skills include GIS mapping and engaging diverse stakeholders. Isaac loves the outdoors and is always ready to provide a literal boots-on-the-ground perspective.



Kendall Welch (Jones & DeMille Engineering Inc.)

Kendall is an International Code Council (ICC) certified permit technician, residential plans examiner, zoning and property maintenance and housing inspector. She has over a decade of experience working in various community development capacities, primarily with local municipalities in Utah and Arizona.

Kendall has extensive experience with current planning projects including annexations, conditional uses, rezones, and land use ordinances (i.e., drafting, codification, publication, and enforcement). She has also worked on several long-range planning projects including general plan amendments/rewrites, and emergency preparedness/response plans.

Kendall manages civiclinQ (https://civiclinQ.com), a Jones and DeMille Engineering Inc. platform designed to host public facing documents for counties and municipalities. Kendall also actively develops various land use related training materials for local governments in conjunction with the Utah Office of the Property Rights Ombudsman which are provided free of charge to all political subdivisions across the State of Utah through the civiclinQ platform.



EXPERIENCE

Our efficient and quality work has enabled us to achieve the following over the last eight years:

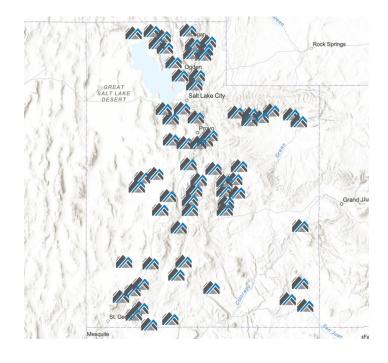
192 Total Projects
134 Local Government Entity Clients
116 Development-related Ordinance Projects
59 General Plan Projects

As planning and land use experts, we have brought planning and implementation to every level of local government, from state departments, to special service districts and from rural towns to urban cities.

We have successfully delivered general plans, strategic plans, transportation master plans, housing plans, economic development plans, environmental and natural resource plans, disaster mitigation plans to communities all over the western U.S. Our many legislative code projects have ranged from drafting ordinances on niche topics to replacing entire municipal code books and reflect our emphasis on resolving land use, zoning, subdivision, building, and other development-related issues.

For the last few years, we have also regularly shared our expertise by providing trainings and official educational material for local government leaders, sponsored by the Utah Office of the Property Rights Ombudsman.

We have decades of experience working in government and for governments, so we can help communicate and maneuver through processes that are unique to each agency (legal, funding, public engagement, etc.). As needed, we leverage our connections to partner with other firms to provide additional expertise and ensure that we have all the resources we need to provide our clients with the best and most comprehensive service.





SIMILAR PROJECTS IN THE AREA

We have worked extensively on land use and development ordinace updates for municipalities like yours. Below are a few examples. To explore the other 192 projects we've completed, visit HansenPlanningGroup.com.











Plain City, UT (2024-Present)

Services: Complete subdivision code overhaul, ongoing planning support, and development-related ordinance drafting.

Contact: Diane W Hirschi, CMC, City Recorder; dianeh@plaincityutah.org; 801-731-4908.

Hyde Park City, UT (2023-2024)

Services: Comprehensive general plan and code update with emphasis on economic development and affordable housing.

Contact: Marcus Allton, City Administrator; marcus.a@ hydeparkcity.org, 435-563-6507.

Mantua Town, UT (2024)

Services: Comprehensive plan development, code updates, code book codification, and adoption support.

Contact: Shayla Hammer-Stone, City Recorder; townrecorder@mantuautah.org, 435-723-224.

North Logan City, UT (2024)

Services: New general plan, land use title ordinance revisions, subdivision tite revisions, and water planning.

Contact: Scott Perkes, AICP, Community Development Director; (435) 752-1310 ext. 113, sperkes@northlogancity.gov.

Hinckley Town, UT (2024-Present)

Services: Comprehensive municipal and development code audit and revision and design standards development.

Contact: Mayor Brian Florang; bflorang.hinckley@gmail.com, 435-864-3459.

Utah Property Rights Ombudsman (Ongoing)

Services: Development of land use training materials for local governments statewide with an emphasis on state compliance.

Contact: Rob Terry, MPA AICP, Statewide Land Use Training Director; robterry@utah.gov, 801-530-6392.



OUR ORDINANCE PROCESS

Our ordinance drafting team is headed by Jacob Hansen, who uses his legal background to draft local laws that are clear, effective, and compliant with state and federal law.

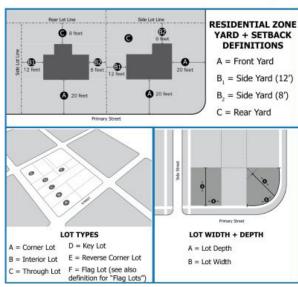
What Makes Our Code Special:

We write ordinances that:

- Follow your community's General Plan (not the other way around)
- Are legal (because they comply with state and federal law)
- A normal person can understand (written in "plain language")
- Are illustrated, where useful (with tables, charts, and graphics)
- Are internally consistent
- Reflect industry best-practices
- Cover all your bases
- Get adopted

EXAMPLE ORDINANCE ILLUSTRATIONS







Step #2: Make Material Changes

Amend ordinances to accomplish community goals, conform to binding law, and function effectively.

Discussion help electric

Revise ordinances so that a typical member of the community can easily understand them.

Step #3: Rewrite in

Plain Language

Step #4: Explain Changes

Produce a Policy Discussion Catalog to help elected officials review and adopt the ordinance changes.

Step #1: Audit Existing Ordinances Identify issues and

omissions.

HANSEN PLANNING GROUP

WORKPLAN & TIMELINE

Following the project phasing outlined in the RFP, we propose this detailed work plan:

Phase I - Assessment/Evaluation, Information Gathering: 1-2 months

- Task 1.1: Comprehensive code review
- Task 1.2: Stakeholder engagement
- Task 1.3: Assessment report

Phase II – Prepare a new Draft Development Code (text and map): 4 months

- Task 2.1: Code framework development
- Task 2.2: Section drafting
- Task 2.3: Map revisions
- Task 2.4: Internal review

Phase III – Public Process Review: 3 months

- Task 3.1: Planning Commission review
- Task 3.2: Public engagement
- Task 3.3: Code refinement
- Task 3.4: Approval process

Phase IV – Implementation: 1 month

- Task 4.1: Implementation tools
- Task 4.2: Training
- Task 4.3: Transition support

Post-Implementation Support (up to 12 months)

- Ongoing technical assistance
- Clarification on code interpretation
- Minor amendments as needed

Important Workplan Caveats:

• Timeline is contingent upon city staff, council, and planning commission availability.

- Holiday season may impact public process phases.
- Complex policy decisions may require additional discussion time.
- Our proposed budget is based on implementing zoning schemes other than form-based code.
 Because of the intense labor requirements of form-based code, we would require an increased budget if the City requires this approach.
- We anticipate approximately 8-10 months for full completion, consistent with the RFP timeline, with the understanding that public process and approval phases may vary based on community response and decision-making timelines.

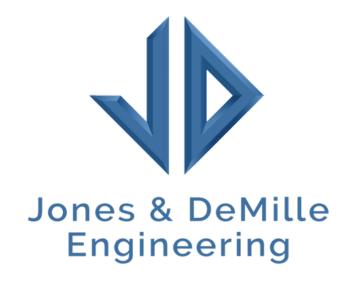
Additional Proposal Notes:

- **Litigation:** Hansen Planning Group, LLC has no pending or previous litigation related to our firm's work.
- Professional Services Agreement: Hansen
 Planning Group has reviewed the draft
 Professional Services Agreement provided in
 Exhibit A. We find the terms acceptable and
 look forward to finalizing the agreement if
 selected.
- **Proof of Insurance:** A letter from our insurance provider confirming coverage at the levels specified in Exhibit B of the proposal is attached as Appendix A. Upon selection, we will provide a complete certificate of insurance with all required coverages.
- Group acknowledges receipt of the addenda containing responses to two questions that were posted on the Utah Public Procurement Place (U3P) website. We have reviewed this information and incorporated it into our understanding of the project requirements.



SUBCONTRACTORS

We have partnered with Jones & DeMille Engineering on this project... They are committeed to assisting with GIS mapping for the general plan and engineering consulting on the development code drafting.



Jones & DeMille has 44 years of experience providing quality and excellence to their clients. They are eager to assist their clients in their proactive efforts to properly manage, maintain and upgrade infrastructure which will sustain economic growth, minimize long-term expenses, and contribute to a thriving community. Learn more at JonesandDeMille.com.



Geographic Information Systems (GIS)



Planning



Funding Procurement



Water Resources



Transportation













Architecture



Materials Testing





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2024

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

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

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APPENDIX B - ORG CHART

Hansen Planning Group, LLC's personnel, including those who will be working on this project and any subcontractors, is organized as follows:







Kendall Welch, *Planner II* and *Development Specialist*



COMPARATIVE ADVANTAGES

I have direct experience with all levels of government.

I am a sought-after leader because I focus on achieving outcomes that are sustainable for the goal as well as the team.

My projects are successful because I maintain a focus on real-world implementation.

EDUCATION

Masters of Political Economy GWU · 2016

Project Management Professional Certificate · Villanova · 2013

Six Sigma Green Belt · 2013

Alternative Dispute Resolution Provider Training · 2007

American Institute of Certified Planners (AICP) · 2002-current

Masters of Public Administration University of Utah · 2001

B.S. Urban Planning · University of Utah · 1998

CONTACT

Michael Hansen 124 B. Street Springville UT 84663

801.550.5075

mhansen5075@gmail.com

https://www.linkedin.com/in/ mhansen5075

MICHAEL HANSEN

LEADERSHIP · PLANNING + IMPLEMENTATION · PROJECT MANAGEMENT

PROFESSIONAL EXPERIENCE

Founder, Principal Planner

Hansen Planning Group & Rural Community Consultants, LLC · 2016 to present

Co-founder of consultancy focused on strategic and land-use planning policy for rural communities in the Intermountain West. Successfully completed over 100 projects in the last eight years.

Local Government Consultant

Housing & Community Devt · Rural Planning Group · 2014-2016

Established group that provided tools, technical assistance, and analysis on state and local issues (rural emphasis).

HR Director + Business Consultant

State of Utah · Dept. of Human Resources · 2013-2014

Led organizational excellence efforts throughout the department. Redeveloped systems in project management, workforce planning, and data visualization

Deputy Director (Acting Executive Director)

State of Utah · Dept. of Heritage & Arts · 2009-2012

Successfully negotiated a comprehensive restructure of the department. Built relationships with community partners.

Director of Strategy + Management Section

State of Utah · Governor's Office of Planning & Budget · 2003-2009

Provided policy analysis and technical assistance to local governments throughout the State. Designed and led the implementation of an enterprise-wide performance management initiative that resulted in Utah being recognized nationally as the "Best Managed State, 2008".

Strategic Planner

Utah Transit Authority · 1999-2003

Project management for a number of real estate and construction projects (value approx \$17m). Conducted market analysis, preliminary operations analysis, and strategic plan development.

Demographer / Long-Range Planner Salt Lake County · 1998-1999

Primary land use planner for seven unincorporated areas. Drafted affordable housing and land use plans, and served as point-of-contact for the Census.

JACOB M HANSEN

(385) 528-6557 | hansenja@law.byu.edu | linkedin.com/in/jacobmhansen/

EDUCATION

J. Reuben Clark Law School, Brigham Young University, Provo, UT

Juris Doctor Candidate, Apr 2025 (Expected)

• Associate Editor, Law Review

Brigham Young University, Provo, UT

Bachelor of Science, Economics, June 2022

EXPERIENCE

Hansen Planning Group, Springville, UT

Policy Consultant and co-founder, Sept 2023-Present

- Drafted zoning, building, subdivision, and other land use ordinances for cities and towns
- Advised local government leaders on legislative policy decisions
- Managed a team of employees

Sidley Austin LLP, Houston, TX

Summer Associate, May 2024–Jul 2024

- Conducted diligence, research, and drafting on bankruptcy and M&A matters
- Revised merger agreements and drafted supporting documents

U.S. Court of Appeals for the Tenth Circuit, Judge Carolyn B. McHugh, Salt Lake City, UT *Judicial Extern, Jan 2024–Apr 2024*

Provided research and draft orders for clerks on cases before the Court

Brigham Young University, Provo, UT

Graduate Teaching Assistant (Law), Jul 2023–Apr 2024

• Assisted Professor Kristin Baughman as a teaching assistant for the law school's first-year research and writing course

Utah Supreme Court, Chief Justice Matthew Durrant, Salt Lake City, UT *Judicial Extern, Sept 2023–Dec 2023*

• Provided research and memorandums to clerks and the Justice on cases before the Court

Sidley Austin LLP, Houston, TX

Summer Associate, May 2023–Jul 2023

- Conducted diligence, research, and drafting on bankruptcy, M&A, and finance matters
- Prepared oral argument materials for a 3rd Circuit appeal

Second District Court of Utah, Judge Michael Edwards, Farmington, UT *Judicial Extern, May 2023 and Aug 2023*

• Researched and advised the court on legal issues in criminal and civil suits

Rural Community Consultants, Springville, UT

Policy Consultant (Independent Subcontractor), May 2022–May 2023 and Aug 2023

- Drafted ordinances for cities and towns in Utah
- Advised local government leaders on the economic implications of policy decisions

ISAAC HANSEN

(858) 213-5197 | isaac.hansen@gmail.com | linkedin.com/in/isaac-hansen

EDUCATION

Humboldt State University, Arcata, CA

Bachelor of Science, Environmental Science, Ecological Restoration, 2017 (Cum Laude)

EXPERIENCE

The Nature Conservancy, Seattle, WA

Conservation Transactions Specialist, August 2019–Present

- Negotiate and manage real estate acquisitions for conservation purposes.
- Generate and interpret legal instruments for land transfers to conservation partners.
- Conduct due diligence, contracting, and leverage GIS for conservation projects.
- Secure public and private funding through conservation finance strategies.
- Supported real estate due diligence, lease portfolio management, and property tax optimization.
- Maintained land trust accreditation and conducted Phase I Environmental Site Assessments.
- Contributed to a 20,000-acre carbon offset project in the Olympic Rainforest.
- Managed internal and external communications for conservation initiatives.

LACO Associates, Eureka, CA

Planner, Jun 2017–Sep 2019

- Managed planning entitlements, ordinance drafting, and interpretation for local governments.
- Served as on-call planner for Mendocino and Humboldt County planning departments.
- Prepared CEQA initial studies, mitigated negative declarations, and amendments.
- Coordinated with agencies and drafted defensible staff reports for development projects.
- Led project management, team training, and business development opportunities.

Rural Community Consultants / Hansen Planning Group, Springville, UT (Remote) Research Analyst, Aug 2016–Present

- Created Resource Management Plans for county governments covering agriculture, land use, and economic development.
- Researched rural community issues and transformed raw data into actionable policy insights.
- Collaborated with county officials to develop policies and best management practices

KENDALL WELCH

kendall.w@jonesanddemille.com | (928) 523-6332 | linkedin.com/in/kendall-welch-414b98209

EDUCATION + CERTIFICATIONS

Laramie County Community College, Cheyenne, WY

Associate of Arts and Sciences, Information Technology
ICC Certified Permit Technician (#14), ICC Certified Residential Plans Examiner (R3),
ICC Certified Property Maintenance and Housing Inspector, ICC Certified Zoning
Inspector (#75), ICC #8213735

EXPERIENCE

Jones & DeMille Engineering, Inc., Springville, UT

Planner II | Project Manager, Oct 2019–Present

- Lead civiclinQ platform designed to host public-facing documents for counties and municipalities.
- Develop land use training materials in conjunction with the Utah Office of the Property Rights Ombudsman.
- Advise local governments on land use ordinances, compliance with statutory requirements, and policy development.
- Assist team members with project scopes, deliverables, scheduling, and budget control.

civiclinQ.com, Utah

Developer/Client Success Coordinator, Jan 2020-Present

- Manage platform implementation, data migration, codification, and support services for 25+ municipalities.
- Develop and maintain over 57 online training modules related to Utah's LUDMA.

Layton City, Utah

Planner, Apr 2017-Oct 2019

- Administered land use ordinances and provided interpretations for development applications.
- Participated in policy development and ordinance updates.

Town of Camp Verde, Camp Verde, AZ

Assistant Planner - Addressing Official, Aug 2015–Oct 2016 Residential Plans Examiner/Permit Technician, Jul 2013–Aug 2015

- Conducted plan reviews for residential development projects.
- Processed permits and addressing assignments.



Riverdale City c/o Michelle Marigoni, City Recorder 4600 So. Weber River Drive Riverdale, Utah 84405

May 19, 2025

RE: RIVERDALE CITY COMPREHENSIVE DEVELOPMENT CODE UPDATE - FEE PROPOSAL SUBMISSION

Based on our understanding of the project scope and requirements outlined in the RFP, Hansen Planning Group proposes a not-to-exceed fee of \$63,950 for the comprehensive development code update project.

This fee includes:

- Complete revision of Title 10 (Zoning and Subdivision Regulations)
- Review and integration of related documents
- General Plan and Zoning Map updates
- Public process facilitation and documentation

FEE BREAKDOWN BY PHASE:

Assessment/Evaluation: \$12,790
 Draft Code Development: \$28,778
 Public Process Review: \$15,987

4. Implementation: \$6,395

SUBCONTRACTOR SERVICES:

Jones & DeMille Engineering will provide technical review, mapping services, and engineering consultation at a cost of up to \$6,500, which is included in the total project fee.

POST-ADOPTION SUPPORT:

We have reserved 10% of the project revenue (\$6,395) to support implementation for up to one year after adoption. Once this allocation is exhausted, our team will be available at a reduced hourly rate of \$160/hour.

REIMBURSABLE EXPENSES:

All routine expenses (travel, printing, etc.) are included in the fee proposal. Extraordinary expenses, if required, would only be billed with prior written approval from the City.



NOTICE

Request for Proposal (RFP)

COMPREHENSIVE DEVELOPMENT CODE UPDATE

Riverdale, Utah

PROPOSALS DUE: By 5:00 p.m. - Monday, May 19, 2025

PROJECT NAME: Comprehensive Development Code Update

RFP AVAILABLE: April 28, 2025

PROJECT LOCATION: Riverdale, Utah

PROJECT DESCRIPTION (brief): Riverdale City (the "City") is seeking Request for Proposals (RFP) from qualified land use, planning and zoning consultants in order to:

- 1. Complete a comprehensive update of the City's Zoning Code (Title 10)
- 2. Review various documents to determine if and how they might be incorporated in the Zoning Code
- 3. Update the General Plan and Zoning Map to complement the new Zoning Code text
- 4. Move the Zoning Code rewrite through the public process

PROJECT TERM: Anticipated timeline of 8-10 months

OWNER: Riverdale City Municipal Corporation

4600 So. Weber River Drive Riverdale, Utah 84405

CONTACT: Brandon Cooper, Community Development Director

bcooper@riverdalcity.com

801.399.5541

All questions shall be submitted in writing no later than <u>5:00 p.m., MST, Monday, May 12, 2025.</u>

Riverdale City reserves the right to reject any or all proposals received for any reason.

Proposals should be dropped off to the City Recorder, located at 4600 So. Weber River Drive, Riverdale, Utah 84405.

Riverdale City, Utah (the "City") is seeking Request for Proposals (RFP) from land use, planning and zoning consultants in order to:

- 1. Complete a comprehensive update of the City's Zoning Code (Title 10)
- 2. Review various documents to determine if and how they might be incorporated in the Zoning Code
- 3. Update the General Plan and Zoning Map to complement the new Zoning Code text
- 4. Move the Zoning Code rewrite through the public process

Riverdale City is a small community in Weber County of just over 9,300 residents. The City is approximately 4.4 square miles and is conveniently located between the I-15 and I-84 freeways. Riverdale has a broad range of uses, with a regional commercial corridor running through the middle of the City along Riverdale Road. The most recent updates to the General Plan happened in 2019, to include the state-mandated Moderate Income Housing elements, and in 2023 with a comprehensive update. Recent amendments to the development code happened in 2024 to reflect changes in the mandated subdivision regulations.

The City seeks a qualified firm to deliver high-quality professional services to support its need for a comprehensive zoning and development code update to accommodate changes in recent state law and to support changes in the growth and development trajectory of the City. The ideal applicant will be an expert in land use planning and will have demonstrated experience with comprehensive zoning and development code revisions and consolidating policy implementation measures into a new, complete zoning code text.

I. SCOPE OF SERVICES

The City is seeking proposals for a comprehensive update and rewrite of Title 10 - Zoning and Subdivision Regulations (**Zoning Code**) of the Riverdale City Municipal Code. The following items, along with others that may be identified through the process, need to be considered as part of the update and rewrite:

- 1. Consider how the final document might be better laid out and formatted. The online code vendor used by the City is CivicPlus
- 2. Incorporate the generous use of illustrations and pictures, as applicable, to help make concepts more understandable
- 3. Working with staff, stakeholders, elected officials and the public, implement modern and emerging approaches to zoning where appropriate, such as form-based codes or hybrids of such
- 4. Consider how existing development agreements might be incorporated into the corresponding zoning districts for which they were developed
- 5. Identify opportunities for consolidating zoning districts or adding additional zoning districts

- 6. Include definitions in the Zoning Code for every land use that is referenced in the rewrite and for every current land use that does not currently have a definition
- 7. View the work of land planning and subsequent zoning through a lens of economic development and sound, sustainable financial initiatives necessary for a city to provide high quality services to its residents
- 8. Update the Zoning Code to reflect current the Land Use Development and Management Act (LUDMA) of the Utah State Code, along with other pertinent statutes of the State Code
- 9. Ensure that the list of outstanding Zoning Code updates from the administration, City Council and Planning Commission have been addressed
- 10. Seek to eliminate, or develop specific standards for, Conditional Uses as appropriate
- 11. Review and amend Subdivision Regulations for consistency with LUDMA.
- 12. Update the General Plan and current Zoning Map to reflect the updated text portion of the Zoning Code
- 13. Assist in coordinating public outreach and responses to public comment
- 14. Attendance at Riverdale City Planning Commission, City Council, and project coordination meetings is expected when requested

II. PROJECT PHASING

Four phases of the project are anticipated, but can be amended upon successful negotiation with selected firm:

Phase I - Assessment/Evaluation, Information Gathering: 1-2 months

- Review the current code and amendments that have taken place since its original adoption
- Review the current Zoning Code (text and map) to determine inconsistencies with the adopted General Plan
- Work with Staff members to identify needed changes to determine necessary changes of the Zoning Code
- Hold public outreach to obtain comments from the public

Phase II – Prepare a new Draft Zoning Code (text and map): 4 months

Phase II – Public Process Review: 3 months

- Hold public work sessions with the Planning Commission to work towards refining the Draft Zoning Code (map and text)
- Hold meetings with Staff in between the public work sessions to identify concerns and clarifications
- Prepare updates to Draft Zoning Code (map and text) for Planning Commission review and action
- Take the updated final Draft Zoning Code (map and text), approved by the Planning Commission, to the City Council for review and action

Phase IV – Implementation: 1 month

- Upon adoption of the updated Zoning Code, assist Planning Staff with implementation
- Update applications, as needed (e.g., conditional use permits, site plan review permits, code amendment applications, and other zoning related permits)
- Assist with reviewing permits, answering questions regarding policies or procedures

In addition to the anticipated phases described above, the City also anticipates the selected firm to continue, at a reduced capacity, for up to one (1) year after initial implementation to be available to clarify and assist with adopted Zoning Code, on an as-needed basis.

III. CONTENT OF PROPOSAL

Proposing firms must meet the following minimum qualifications:

- Registered professional land planning, architectural, or engineering firm in the State of Utah
- Demonstrated expertise in the areas outlined in the Scope of Services
- Proven track record of working with municipal governments
- Adequate staffing and resources to meet project timelines and deliverables
- Professional liability insurance as required by the City

Proposals shall be limited to twenty (20) pages and will be evaluated on the criteria listed below:

- 1. **Cover Letter** This letter should be on the company letterhead and addressed to the City with a statement of the Proposer's basic understanding of the City's needs. The names, the business address and telephone numbers of Proposer's firm's officers, directors, and associates along with the names and addresses of any parent or subsidiary of Proposer's company. Information should describe the nature of the work and the line of authority of these individuals as they relate to this RFP. Clearly state which services within the scope Proposer's firm will provide and which services will be subcontracted (if any). Include the name, office address, email, and telephone number of the Proposer's primary point of contact. As appropriate, also include the names and qualifications of Subcontractors and/or associates that will assist on this project. Also required is a conflict of interest statement or disclosure and the signature of the authorized company officer.
- 2. **Statement of Project Understanding/Executive Summary:** Describe Proposer's understanding of the Scope of Services and describe Proposer's approach in providing

services. Proposer should highlight any special skills offered and provide information on any specific software programs/technology-based applications that are used to perform the Scope of Work.

- 3. **Project Team, Key Personnel and Resumes**: Provide an organization chart showing the names and responsibilities of key personnel and subconsultants. Provide resumes of all key personnel identified in the organization chart. Be sure to note which of the Proposer's staff will provide which services to the City.
- 4. **Company Qualifications**: Provide qualifications of Proposer's firm, emphasizing similar services provided and local experience. Please provide information on any work being done in the County/State and if there is the possibility of conflicts of interest.
- 5. **References:** Provide a minimum of five (5) references for similar work done, or being done, for clients. Other municipalities, Counties, state entities, or interlocal agencies are preferred.
- 6. **Litigation**: Provide a list of any pending or previous litigation over the past five (5) years related to Proposer's firm's work, and the outcome of any closed claims or cases.
- 7. **Professional Services Agreement** A Professional Services Agreement ("**Agreement**") will be required from the selected consultant after their proposal is accepted. The Agreement will come forth for review and negotiation after the selection process has proceeded. Execution of a mutually acceptable Professional Services Agreement will be required prior to final selection or performing services. A draft Agreement is shown in Exhibit A.
- 8. **Proof of insurance:** Proposers must submit a letter from their insurance provider stating the provider's commitment to insure the Proposer, if awarded an agreement, for the types of coverage and at the limits as specified after selection, as shown in Exhibit B. Upon selection, a Proposer must submit a copy of their current certificate of insurance (COI). The COI must include the required coverage and minimum limits as required by the City, as shown in Exhibit B.
- 9. **Addenda Acknowledgement**: If any Addenda is issued by the City, Proposers shall include an acknowledgement of receiving such Addenda and their agreement with the terms and conditions stated in such Addenda. If no Addenda is issued, Proposers shall state so in this section.

III. FEE PROPOSAL

In a separate envelope, provide a compensation schedule for the services of each Phase to be provided ("Fee Proposal"). Discuss any fee escalators. Include any markups for reimbursable items, such as printing costs, mailing, material procurement, etc.

The Fee Proposal should be provided in a sealed envelope and marked on the outside of the envelope "Fee Proposal Submission".

Please note that the City intends to select Proposers for interviews based on qualifications and will open a Proposer's Fee Proposal if the Proposer is selected to be interviewed by the City. All other Fee Proposals will not be considered.

IV. REVIEW AND SELECTION PROCESS

The Proposal must be sealed and received by the City no later than 5:00 p.m. on May 19, 2025. Proposals received after the time and date specified above will not be considered. Please provide three (3) printed copies of the Proposal and one (1) digital copy.

The City may, at its sole discretion, invite Proposers to participate in an Oral Presentation/Interview in May 2025. During the interview, Proposers will be required to have staff present that will participate in the Scope of Work. The City reserves the right to select the Proposals and only interview those proposers that, in their sole discretion, meet the needs of the City. The specific time of interviews will be determined based on the number of Proposals received.

All Proposals received shall be evaluated with the emphasis placed on:

- 1. Proposal Content and Format (5%)
 - a. Proposal formatted per Response Content requirements of RFP
- 2. Consultant Experience (40%)
 - a. Qualifications and relevant experience of consultant and subconsultant personnel
- 3. *References* (10%)
- 4. Consultant's Capabilities (40%).
 - a. Demonstrated capability on similar or related projects
 - b. Methods to be used in the performance of scope of work
 - c. Approach to maintaining quality of work and cost control
 - d. Commitment to availability of personnel assigned to the City
 - e. Demonstrated ability to meet project requirements and deadlines
- 5. Consultant's Fees (5%)

Unsigned Proposals or Proposals signed by an individual not authorized to bind the prospective Proposer shall be rejected. The City reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations ("GRAMA") unless otherwise designated by the applicant pursuant to *UCA* §63G-2-309, as amended. Terms of the received Proposals are valid for 60 days after the RFP closing date of May 19, 2025. The award of contract is subject to approval by City Council.

Any Agreement awarded because of this RFP shall be awarded without discrimination based on race, color, religion, age, sex, or national origin. Riverdale City reserves the right to award more than one Proposer or reject all Proposals. A selection committee comprised of City staff will review all submitted RFPs.

V. GENERAL TERMS AND CONDITIONS

- 1. **Agreement Requirement**: Any Agreement(s) resulting from this RFP will be awarded to a firm whose Proposal meets the technical requirements of the RFP and is best able to perform the required consultant services in the discretion of the City. The Proposer(s) to whom the Agreement is awarded shall execute a written Agreement with the City in short order, preferably within ten (10) calendar days after notice of the award has been sent to the Proposer at the address given in the Proposal. The Agreement shall be made in the form approved by the City and incorporated in this RFP as <u>Exhibit A</u>. Any exceptions, concerns, or requests to modify the Agreement must be provided in writing and submitted with the Proposer's Proposal. The Proposer warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, and materials to carry out and complete the work hereunder in compliance with all applicable federal, state, county, and City laws, ordinances, statutes, and regulations.
- 2. Communications Regarding RFP: If a Proposer is in doubt as to the meaning or intent of any part of the RFP, or discovers discrepancies in or omissions from the RFP, it may submit a written request for an interpretation or correction thereof to the City Recorders Office, Attn. Michelle Marigoni, mmarigoni@riverdalecity.com. Interpretation or correction of the RFP shall be made only by addendum duly issued by the City. A copy of any such addendum shall be published on the City website at www.riverdalecity.com, and such addendum shall be considered a part of the RFP and shall be incorporated therein. All timely requests for information submitted in writing by May 12, 2025, at 5:00 p.m., shall receive a written response from the City. Telephone communication with members of City staff are not encouraged. Any such oral communication shall not be binding on the City.
- 3. **Modification or Withdrawal of Submittals**: Any Proposal received prior to the date and time specified for receipt of Proposals may be withdrawn or modified by written request of the prospective Proposer. To be considered, however, the modified Proposal must be received by the time and date originally specified.
- 4. **Proposal Ownership**: Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.
- 5. **Non-Commitment of City:** This RFP does not commit the City to award an agreement, to interview any firm, to pay any costs incurred in the preparation of a proposal responding to this request, or to procure or contract for services. The City reserves the right to accept or reject any or all Proposals received because of this request, to negotiate with any qualified firm, or to modify or cancel in part or in its entirety the RFP, if it is in the best interest of the City to do so.
- 6. **Subcontractor Approval**: Unless prior written consent from the City is obtained, only those Subcontractors whose names appear in Proposer's Proposal shall be used in the performance of this Agreement.

7. Addenda : The City may, from time to time, issue Addenda to the RFP. Proposers are responsible for ensuring that they have received all Addenda. Each Proposer is responsible for verifying that it has received all Addenda issued, if any. Proposers must acknowledge receipt of all Addenda, if any, in their Proposals. Failure to acknowledge receipt of all Addenda may cause a Proposal to be deemed incomplete and non-responsive.
ADVERTISEMENT PUBLISHED LOCATION AND DATE(S):
Posted: Starting April 28, 2025, with the advertisement notices running continuously until the bid opening.
Notice Location: Riverdale City Web Site Utah Public Notice Website Riverdale City Civic Center Utah Public Procurement Place (U3P)
By: Michelle Marigoni, City Recorder

RIVERDALE CITY CITY COUNCIL AGENDA July 15, 2025

AGENDA ITEM: G3

SUBJECT: Consideration of Ordinance #996 amending Title 4, Chapter 5 of the

Riverdale City Code to clarify enforcement options for nuisance

violations.

PRESENTER: Casey Warren, Police Chief

INFORMATION: a. Executive Summary/Proposal

b. Ordinance #996

c. Title 4, Chapter 5 redlined changes

BACK TO AGENDA

Proposal to Revise Chapter 5 - Clarifying Enforcement Options in Nuisance Violations

Riverdale Code Enforcement seeks to resolve code violations at the lowest level possible, with an emphasis on voluntary compliance. The primary tool used is a Voluntary Consent Agreement, which is a mutual agreement between the responsible party (typically the property owner) and the City. This agreement acknowledges the existence of a violation and provides a timeline for corrective action.

However, in cases where a responsible party refuses to enter into a Voluntary Consent Agreement, the City has alternative enforcement mechanisms, including the issuance of a civil administrative citation.

Currently, Chapter 5 is written in a manner that suggests the City must first attempt either a Voluntary Consent Agreement or an administrative citation before pursuing a criminal citation. The proposal is to revise this structure by moving Option D (Criminal Citation) from Section 04-5-10 and creating a new, standalone section within the ordinance. This change would clarify that the City may pursue a criminal citation without first initiating a voluntary agreement or administrative citation.

Benefits of This Change:

- 1. Greater Clarity and Flexibility:
 - By separating the criminal citation option into its own section, the ordinance would more clearly outline the City's enforcement options and avoid any implied requirement to exhaust other avenues first.
- 2. Higher Burden of Proof Increased Protection for Citizens:
 A criminal citation carries a burden of proof of beyond a reasonable doubt,
 compared to the preponderance of the evidence standard used for administrative
 citations. This provides the citizen with a higher level of due process protection.
- Judicial Authority to Compel Compliance:
 In criminal proceedings, a judge has the ability to order compliance to avoid fines or incarceration, providing a more structured and legally enforceable path to correcting serious or recurring violations.
- 4. Less Intrusive Enforcement Option:
 In some situations, a criminal citation may actually be less intrusive than administrative enforcement, which can involve the City directly abating the nuisance and imposing fines.
- Preservation of Administrative Tools:
 This proposal does not eliminate the administrative citation process. It remains a

valuable and necessary enforcement tool, especially for cases that can be resolved through abatement and monetary penalties.

Purpose of the Proposed Amendment:

The intent of this amendment is to equip Code Enforcement with the appropriate tools to address a range of nuisance violations while prioritizing citizen rights, fair process, and efficient resolution. Creating a standalone section for criminal citations ensures that enforcement actions are clear, flexible, and suited to the nature and severity of the violation.



ORDINANCE NO. 996

AN ORDINANCE AMENDING TITLE 4, CHAPTER 5, SECTIONS 10-12 OF THE RIVERDALE CITY CODE REGARDING NUISANCES

WHEREAS, the City Council of Riverdale City, Utah (the "City") finds it necessary and appropriate to amend the Riverdale City Code to provide a means for the city and complainants to identify nuisances within the city and to provide a means for correcting or abating the nuisance; and

WHEREAS, the proposed amendments are intended to protect the health and safety of the public, foster neighborhood stability, preserve the appearance, character and beauty of neighborhoods, and to protect the general welfare of the city, and provide for progressive enforcement measures to abate nuisances; and

WHEREAS, the City Council of Riverdale City, Utah, finds that these amendments are in the best interest of the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF RIVERDALE CITY, UTAH:

SECTION 1: AMENDMENT

Title 4, Chapter 10, Sections 10 through 12 of the Riverdale City Code is hereby amended to read in its entirety as follows:

4-5-10: CRIMINAL ACTIONS

Criminal Actions: Criminal actions may be initiated by criminal citation from the city or by information filed with the court.

- 1. Any person who maintains or assists in maintaining a nuisance is guilty of a class C misdemeanor. A prior conviction within the previous five (5) years will be considered an enhanced violation and any person convicted of a second or more violations of this chapter within five (5) years shall be guilty of a class B misdemeanor.
 - a. If the alleged nuisance is also a violation of a provision of this code (other than this nuisance chapter) or state law, the responsible person may be charged under the specific provision of this code or state law, even if the city did not first attempt to obtain voluntary correction as provided in section 4-5-8 of this chapter.
- 2. Any person who knowingly obstructs, impedes, or interferes with the city or its agents, or with the responsible person, in the performance of duties imposed by this chapter, or a decision and order issued by the justice court, or a voluntary correction agreement, is guilty of a class B misdemeanor.

4-5-11: OTHER REMEDIES:

The city may take one or more of the following actions against any responsible person who fails to comply with the terms of a voluntary consent agreement, an administrative citation, or an order of the justice court:

- A. Abatement by the City:
 - 1. The city may abate a nuisance when:
 - a. The terms of a voluntary correction agreement have not been met; or
 - b. The requirements of an administrative citation have not been complied with, or, if the administrative citation is appealed to a justice court and the terms of the administrative citation are amended by the justice court, the terms of the justice court's order have not been complied with; or
 - c. The condition is subject to summary abatement as provided for in subsection A2 of this section.
 - 2. Whenever a nuisance is occurring which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the responsible person as soon as reasonably possible after the abatement.
 - 3. Using any lawful means, the city may enter upon the subject property and may remove or correct the condition which is subject to abatement. The city may seek such judicial process as it deems necessary to effect the removal or correction of such condition.
 - 4. The costs, including incidental expenses, of correcting or abating the violation shall be billed to the responsible person and/or the owner, lessor, tenant or other person entitled to control, use and/or occupy the property and shall become due and payable to the city within ten (10) days of actual receipt of the bill (within 15 days of the mailing date if the bill is mailed). The term "incidental expenses" includes, but is not limited to:
 - a. Personnel costs, both direct and indirect, including attorney fees and costs;
 - b. Costs incurred in documenting the violation;
 - c. Hauling, storage and disposal expenses;
 - d. Actual expenses and costs for the city in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and
 - e. The costs of any required printing and mailing.
- B. Monetary Fine: The responsible person shall pay the city a monetary fine for each day the nuisance continues after the completion date. The nuisance shall be considered to

continue until the city approves the responsible person's actions to correct or abate the nuisance. The amount of the monetary fine shall be as follows:

- 1. One hundred dollars (\$100.00) per day for each day during the first week that the nuisance remains uncorrected or unabated after the completion date;
- 2. Two hundred dollars (\$200.00) per day for each day thereafter until the nuisance is corrected or abated according to the terms set forth in the administrative citation.

The monetary fine shall be cumulative and may not be waived by the city. Payment of a monetary fine pursuant to this section does not relieve the responsible person from the duty to abate the nuisance as required by the voluntary consent agreement or the administrative citation. The monetary fine constitutes a personal obligation of the responsible person. Any monetary fine assessed must be paid to the city within ten (10) calendar days from the date of mailing of the justice court's decision and order or a notice from the city that the fine is due. The city attorney or his/her designee is authorized to take appropriate action to collect the monetary fine, plus reasonable attorney fees and costs incurred in collecting said monetary fine.

- C. Civil Actions: Either the city or any private person directly affected by a nuisance may bring a civil action to abate or enjoin the nuisance, or for damages for causing or maintaining the nuisance (including the cost, if any, of cleaning the subject property). The civil action may be brought pursuant to this chapter or pursuant to state law.
- D. Abatement by Eviction: Whenever there is reason to believe that a nuisance under subsections 4-5-3B1 through B6 of this chapter is kept, maintained, or exists in the city, the city attorney or any citizen(s) residing in the city, or any person or entity doing business in the city, in his or their own names, may maintain an action in a court of competent jurisdiction to abate the nuisance and obtain an order for the automatic eviction of the tenant of the property harboring the nuisance. The eviction shall take place as specified in Utah law.
- E. Lien for Costs: If a person fails to pay any fines or costs related to nuisance abatement when due, the city may:
 - 1. Record a lien on the property or premises for the full amount of the unpaid fines and costs; and
 - 2. Add such fines or costs to the utility water bill account.
- F. Nonexclusive Remedies: The city may take any or all of the above mentioned remedies (administrative, civil or criminal) to abate a nuisance and/or to punish any person or entity that creates, causes or allows a nuisance to exist. The abatement of a nuisance does not prejudice the right of the city or any person to recover damages or penalties for its past existence.

- A. Grounds: Any person receiving an administrative citation may appeal the administrative citation to the Riverdale justice court. Only the following issues may be appealed to the justice court:
 - 1. The person charged as the responsible person is not the "responsible person" as defined by this chapter.
 - 2. The condition described as a nuisance is not a "nuisance" as defined by this chapter.
 - 3. The method required to abate the nuisance is inappropriate.
 - 4. The time period given to abate the nuisance is unreasonable.
 - 5. The monetary fine is unreasonable.
 - 6. The responsible person claims that the requirement(s) violates his/her constitutional rights.
- B. Filing: The person desiring to appeal must file a notice of appeal at the city's office of community development, and the Riverdale justice court within ten (10) days of receipt of the citation (within 15 days of the mailing date if the citation is mailed).
- C. Hearing: The hearing before the justice court shall be informal according to rules and procedures established by the justice court. The appellant may, but is not required to, bring an attorney or other representative to assist him or her. The appellant and the city may each call witnesses at the hearing. The justice court judge may, with or without the parties present, visit the site of the alleged nuisance. If the justice court judge allows the parties at the site visit, both parties must be given the opportunity to be present. The hearing shall be scheduled by the justice court within thirty (30) days of when the notice of appeal is filed with the city.
- D. Burden of Proof: The appellant shall have the burden of proof to demonstrate by a preponderance of the evidence that he/she had legitimate grounds for an appeal. The determination of the city as to the need for the required corrective action shall be accorded substantial weight by the justice court in determining the reasonableness of the corrective action.
- E. Authority of the Justice Court: The justice court shall have authority to affirm or vacate the administrative citation, or to modify or waive specific provisions of the administrative citation. If the appellant fails to attend the hearing, the justice court shall affirm the administrative citation. The justice court shall not vacate the administrative citation unless he/she finds that no nuisance exists. The justice court shall modify the administrative citation if he/she finds that a nuisance exists, but that one or more of the requirements of the administrative citation is improper or inappropriate. A requirement is improper if it is contrary to this chapter. A requirement is inappropriate if the justice court finds that there is a better means of resolving the problem or that the proposed solution is inappropriate given the nature or severity of the problem. When determining whether to waive or modify a requirement of the administrative citation, the justice court may also consider:
 - 1. Whether the appellant responded to the city's attempts to contact the appellant and cooperated with efforts to correct the nuisance;

- 2. Whether the appellant has shown due diligence and/or substantial progress in correcting the nuisance;
- 3. The financial ability of the appellant and the amount, if any, that the appellant has benefited financially by maintaining the nuisance;
- 4. Any other relevant factors.

If the appellant appeals the city's refusal to approve appellant's corrective action, the justice court shall visit the site and determine if the appellant complied with the requirements of the administrative citation.

- F. Order: The justice court shall issue a written order to the appellant and the city notifying them of his/her decision. The order shall include the justice court's findings of fact and ultimate decision. If the justice court modifies or waives provisions of the administrative citation, the order shall specify which portions are modified and how they are modified. The justice court shall mail a copy of the order to the appellant and the city within five (5) working days of the close of the hearing.
- G. Appeal to District Court: Either the city (in the case of a ruling on an administrative citation only) or the appellant may appeal the justice court's order by filing a petition for review of the order. The petition must be filed in the second district court within thirty (30) calendar days from the date the justice court's order was mailed to the appellant.

SECTION 2: SEVERABILITY

If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remainder shall remain in full force and effect.

SECTION 3: CONFLICTS

All ordinances or parts thereof in conflict with this ordinance are hereby repealed.

SECTION 4: EFFECTIVE DATE

This ordinance shall take effect immediately upon publication or posting as required by Utah State law.

PASSED, ADOPTED AND ORDERED POSTED this 15th day of July 2025.

Braden Mitchell, Mayor	

Attest:

Michelle Marigoni, City Recorder					
		Alan Arnold	Yes	No	Absent
					ADSCIII
	VOTE	Bart Stevens	Yes	No	
	VOTE				Absent Absent
	VOTE	Bart Stevens	Yes	No	Absent

4-5-10: CRIMINAL ACTIONS

<u>Criminal Actions: Criminal actions may be initiated by criminal citation from the city or by information filed with the court.</u>

- 1. Any person who maintains or assists in maintaining a nuisance is guilty of a class C misdemeanor. A prior conviction within the previous five (5) years will be considered an enhanced violation and any person convicted of a second or more violations of this chapter within five (5) years shall be guilty of a class B misdemeanor.
 - a. If the alleged nuisance is also a violation of a provision of this code (other than this nuisance chapter) or state law, the responsible person may be charged under the specific provision of this code or state law, even if the city did not first attempt to obtain voluntary correction as provided in section 4-5-8 of this chapter.
- 2. Any person who knowingly obstructs, impedes, or interferes with the city or its agents, or with the responsible person, in the performance of duties imposed by this chapter, or a decision and order issued by the justice court, or a voluntary correction agreement, is guilty of a class B misdemeanor.

4-5-1011: OTHER REMEDIES:

The city may take one or more of the following actions against any responsible person who fails to comply with the terms of a voluntary consent agreement, an administrative citation, or an order of the justice court:

- A. Abatement by the City:
 - The city may abate a nuisance when:
 - a. The terms of a voluntary correction agreement have not been met; or
 - b. The requirements of an administrative citation have not been complied with, or, if the administrative citation is appealed to a justice court and the terms of the administrative citation are amended by the justice court, the terms of the justice court's order have not been complied with; or
 - The condition is subject to summary abatement as provided for in subsection A2 of this section.
 - 2. Whenever a nuisance is occurring which constitutes an immediate and emergent threat to the public health, safety or welfare or to the environment, the city may summarily and without prior notice abate the condition. Notice of such abatement, including the reason for it, shall be given to the responsible person as soon as reasonably possible after the abatement.
 - 3. Using any lawful means, the city may enter upon the subject property and may remove or correct the condition which is subject to abatement. The city may seek such judicial process as it deems necessary to effect the removal or correction of such condition.
 - 4. The costs, including incidental expenses, of correcting or abating the violation shall be billed to the responsible person and/or the owner, lessor, tenant or other person entitled to control, use and/or occupy the property and shall become due and payable to the city within ten (10) days of actual receipt of the bill (within 15 days of the mailing date if the bill is mailed). The term "incidental expenses" includes, but is not limited to:
 - a. Personnel costs, both direct and indirect, including attorney fees and costs;
 - b. Costs incurred in documenting the violation;
 - c. Hauling, storage and disposal expenses;

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- d. Actual expenses and costs for the city in preparing notices, specifications and contracts, and in accomplishing and/or contracting and inspecting the work; and
- e. The costs of any required printing and mailing.
- B. Monetary Fine: The responsible person shall pay the city a monetary fine for each day the nuisance continues after the completion date. The nuisance shall be considered to continue until the city approves the responsible person's actions to correct or abate the nuisance. The amount of the monetary fine shall be as follows:
 - 1. One hundred dollars (\$100.00) per day for each day during the first week that the nuisance remains uncorrected or unabated after the completion date;
 - 2. Two hundred dollars (\$200.00) per day for each day thereafter until the nuisance is corrected or abated according to the terms set forth in the administrative citation.

The monetary fine shall be cumulative and may not be waived by the city. Payment of a monetary fine pursuant to this section does not relieve the responsible person from the duty to abate the nuisance as required by the voluntary consent agreement or the administrative citation. The monetary fine constitutes a personal obligation of the responsible person. Any monetary fine assessed must be paid to the city within ten (10) calendar days from the date of mailing of the justice court's decision and order or a notice from the city that the fine is due. The city attorney or his/her designee is authorized to take appropriate action to collect the monetary fine, plus reasonable attorney fees and costs incurred in collecting said monetary fine.

- C. Civil Actions: Either the city or any private person directly affected by a nuisance may bring a civil action to abate or enjoin the nuisance, or for damages for causing or maintaining the nuisance (including the cost, if any, of cleaning the subject property). The civil action may be brought pursuant to this chapter or pursuant to state law.
- D. Criminal Actions: Criminal actions may be initiated by criminal citation from the city or by information filed with the court.
 - Any person who maintains or assists in maintaining a nuisance is guilty of a class C misdemeanor.
 A prior conviction within the previous five (5) years will be considered an enhanced violation and any person convicted of a second or more violations of this chapter within five (5) years shall be guilty of a class B misdemeanor.
 - a. If the alleged nuisance is also a violation of a provision of this code (other than this nuisance chapter) or state law, the responsible person may be charged under the specific provision of this code or state law, even if the city did not first attempt to obtain voluntary correction as provided in section 4-5-8 of this chapter.
 - Any person who knowingly obstructs, impedes, or interferes with the city or its agents, or with
 the responsible person, in the performance of duties imposed by this chapter, or a decision and
 order issued by the justice court, or a voluntary correction agreement, is guilty of a class B
 misdemeanor.
- Abatement by Eviction: Whenever there is reason to believe that a nuisance under subsections 4-5-3B1 through B6 of this chapter is kept, maintained, or exists in the city, the city attorney or any citizen(s) residing in the city, or any person or entity doing business in the city, in his or their own names, may maintain an action in a court of competent jurisdiction to abate the nuisance and obtain an order for the automatic eviction of the tenant of the property harboring the nuisance. The eviction shall take place as specified in Utah law.
- E. Lien for Costs: If a person fails to pay any fines or costs related to nuisance abatement when due, the city may:

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- 1. Record a lien on the property or premises for the full amount of the unpaid fines and costs; and
- 2. Add such fines or costs to the utility water bill account.
- GE. Nonexclusive Remedies: The city may take any or all of the above mentioned remedies (administrative, civil or criminal) to abate a nuisance and/or to punish any person or entity that creates, causes or allows a nuisance to exist. The abatement of a nuisance does not prejudice the right of the city or any person to recover damages or penalties for its past existence.

(Ord. 795, 10-4-2011)

4-5-1112: APPEALS:

- A. Grounds: Any person receiving an administrative citation may appeal the administrative citation to the Riverdale justice court. Only the following issues may be appealed to the justice court:
 - 1. The person charged as the responsible person is not the "responsible person" as defined by this chapter.
 - 2. The condition described as a nuisance is not a "nuisance" as defined by this chapter.
 - 3. The method required to abate the nuisance is inappropriate.
 - 4. The time period given to abate the nuisance is unreasonable.
 - 5. The monetary fine is unreasonable.
 - 6. The responsible person claims that the requirement(s) violates his/her constitutional rights.
- B. Filing: The person desiring to appeal must file a notice of appeal at the city's office of community development, and the Riverdale justice court within ten (10) days of receipt of the citation (within 15 days of the mailing date if the citation is mailed).
- C. Hearing: The hearing before the justice court shall be informal according to rules and procedures established by the justice court. The appellant may, but is not required to, bring an attorney or other representative to assist him or her. The appellant and the city may each call witnesses at the hearing. The justice court judge may, with or without the parties present, visit the site of the alleged nuisance. If the justice court judge allows the parties at the site visit, both parties must be given the opportunity to be present. The hearing shall be scheduled by the justice court within thirty (30) days of when the notice of appeal is filed with the city.
- D. Burden of Proof: The appellant shall have the burden of proof to demonstrate by a preponderance of the evidence that he/she had legitimate grounds for an appeal. The determination of the city as to the need for the required corrective action shall be accorded substantial weight by the justice court in determining the reasonableness of the corrective action.
- E. Authority of the Justice Court: The justice court shall have authority to affirm or vacate the administrative citation, or to modify or waive specific provisions of the administrative citation. If the appellant fails to attend the hearing, the justice court shall affirm the administrative citation. The justice court shall not vacate the administrative citation unless he/she finds that no nuisance exists. The justice court shall modify the administrative citation if he/she finds that a nuisance exists, but that one or more of the requirements of the administrative citation is improper or inappropriate. A requirement is improper if it is contrary to this chapter. A requirement is inappropriate if the justice court finds that there is a better means of resolving the problem or that the proposed solution is inappropriate given the nature or severity of the problem. When determining whether to waive or modify a requirement of the administrative citation, the justice court may also consider:

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- 1. Whether the appellant responded to the city's attempts to contact the appellant and cooperated with efforts to correct the nuisance;
- 2. Whether the appellant has shown due diligence and/or substantial progress in correcting the nuisance;
- 3. The financial ability of the appellant and the amount, if any, that the appellant has benefited financially by maintaining the nuisance;
- 4. Any other relevant factors.

If the appellant appeals the city's refusal to approve appellant's corrective action, the justice court shall visit the site and determine if the appellant complied with the requirements of the administrative citation.

- F. Order: The justice court shall issue a written order to the appellant and the city notifying them of his/her decision. The order shall include the justice court's findings of fact and ultimate decision. If the justice court modifies or waives provisions of the administrative citation, the order shall specify which portions are modified and how they are modified. The justice court shall mail a copy of the order to the appellant and the city within five (5) working days of the close of the hearing.
- G. Appeal to District Court: Either the city (in the case of a ruling on an administrative citation only) or the appellant may appeal the justice court's order by filing a petition for review of the order. The petition must be filed in the second district court within thirty (30) calendar days from the date the justice court's order was mailed to the appellant.

(Ord. 780, 3-15-2011)